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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SETH OXBORROW  
180 N UNIVERSITY AVE STE 200  
PROVO UT 84601  
BY: TCA, DEPUTY - WI 7 P.

RETURN RECORDED DOCUMENT TO:

Seth Oxborrow  
Property Enhancement Group, Inc.  
180 North University Avenue, Suite 200  
Provo, UT 84601

### GRANT OF EASEMENT

THIS INDENTURE is made this 23<sup>rd</sup> of December, 2019, between Broadway Lofts Condominium Association, a Utah non-profit corporation; as well as its successors, heirs, and assigns (together "**GRANTOR**") and PEG SLC 360 South, LLC, a Utah limited liability company (collectively, "**GRANTEE**," and with Grantor, the "**PARTIES**").

#### WITNESSETH:

WHEREAS, Grantor is the owner the premises and property located at approximately 159 W 300 S, Salt Lake City, Utah 84101 known as Parcel No: 15-01-407-061-0000 and recorded with the Salt Lake County Recorder (hereinafter, the "**Grantor Parcel**"), more particularly defined by a metes and bounds description set forth on Exhibit A attached hereto and made a part hereof;

WHEREAS, Grantee is the owner of the premises and property located directly to the South of the Parcel at approximately 371 South 200 West, Salt Lake City, Utah 84101 known as Parcel No: 15-01-428-028-0000 and recorded with the Salt Lake County Recorder (hereinafter, the "**Grantee Parcel**"), more particularly defined by a metes and bounds description set forth on Exhibit B attached hereto and made a part hereof;

WHEREAS, the City of Salt Lake ("**SLC**") has required Grantee to provide a mid-block walkway and related improvements (the "**Improvements**") in conjunction with Grantee's development on the Grantee Parcel;

WHEREAS, Grantor, pursuant to that certain Agreement for Use of Land between the Parties dated December 20, 2019, desires to provide a development easement across the Grantor Parcel for those purposes and according to those terms provided herein,

WHEREAS, the Improvements shall be the property of Grantee;

WHEREAS, Grantee shall require access to the Improvements to install, maintain, and service, at Grantee's sole cost, those Improvements from time to time; and,

WHEREAS, the Improvements will benefit all present and future owners, lessees, invitees, and permittees of the Grantor Parcel and the Grantee Parcel;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, the Grantor hereby conveys, transfers, sells, and delivers to Grantee a permanent, non-exclusive development easement (the “**Development Easement**”), the location, legal description, and depiction of which is attached hereto as **Exhibit C** over, under, across and through the Parcel for the purpose of constructing a mid-block walkway and associated landscaping; together with a permanent right-of-way for ingress and egress to maintain, control, and repair said Improvements across and through the Grantor Parcel pursuant to the following terms and conditions:

RECITALS:

1. Grantee shall (i) have the right to plant, install, construct, or otherwise develop the Improvements within the Development Easement; (ii) have the right to plant, irrigate, cut, trim, clean, or otherwise maintain plants, landscaping, and other improvements within the Development Easement to ensure on-going compliance with requirements of any municipal or governmental bodies from time to time and to avoid creating a unreasonable nuisance to the Grantor’s use of the Grantor Parcel; (iii) have the right to pile dirt and materials and to operate equipment on the surface of the Grantor Parcel, both within said Development Easement and immediately adjacent thereto, as reasonably necessary and during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of said Improvements upon reasonable notice of such operations, however, the access granted under this Subsection 1(iii) shall not unreasonably impede access to and use of the parking structure and ramps located on Grantor property; and (iv) the right of ingress and egress for the purpose of exercising the rights herein granted.
2. Grantor shall have the right to use the land within said Development Easement for any purpose consistent with the rights herein conveyed to Grantee.
3. Grantor hereby agrees to pay all damages to facilities of Grantee and expenses attributable to such damages caused by Grantor, its agents or contractors, including, but not by way of limitation, any damages caused by the construction and/or maintenance of driveways, sidewalks, parking areas, landscaping, facilities, and utilities.
4. Grantee, by accepting delivery of this grant of easement, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land within the Development Easement after the initial construction and any reconstruction, maintenance, repair, replacement or removal of said facilities, as near as practicable, to the condition found prior to each such operation. Grantee further agrees, to pay all damages to Grantor property caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land outside the Development Easement after the initial construction and any reconstruction, maintenance, repair, replacement or removal of said facilities, as near as practicable, to the condition found prior to each such operation.
5. Grantor has full power to convey said easement and warrants and will defend the same against all claims of all persons.

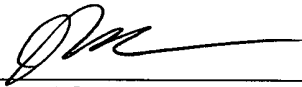
6. Grantee, its successor, and assigns agree to defend, indemnify, and hold harmless Grantor for any and all injuries to persons or property within the Development Easement which occur as a proximate result of Grantee's negligent maintenance or repair of the Development Easement from the date this Development Easement is properly recorded with the Salt Lake County Recorder.

7. In the event this Agreement or any provision hereof shall be enforced by an attorney, all costs incurred including court costs and reasonable attorney fees, and including all fees and costs incurred upon appeal or in bankruptcy court, shall be paid by the party who breaches or defaults hereunder.

WITNESS the hand of said Grantor, this Monday, December 9, 2019.

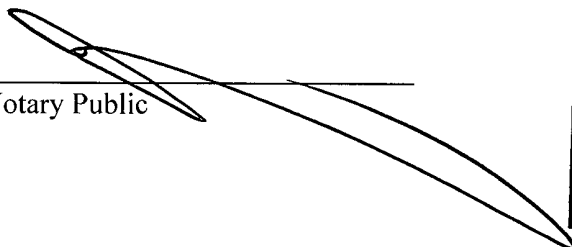
**GRANTOR:**

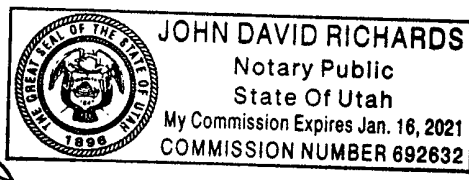
BROADWAY LOFTS CONDOMINIUM  
ASSOCIATION,  
a Utah non-profit corporation  
partnership

By:   
Name: J RUSKET ADAMS  
Title: HOA BOARD MEMBER

STATE OF UTAH    )  
  ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 23 day of December 2020, by J Rusket Adams as Board Member of Broadway Lofts Condominium Association, who represented they have authority from and executed this document for and on behalf of Broadway Lofts Condominium Association.

\_\_\_\_\_  
Notary Public 



**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTOR PARCEL**

Parcel No.: 15-01-407-061-0000

Legal Description: BEG N 89°58' E 123.75 FT FR NW COR BLK 50, PLAT A, SLC SUR; N 89°58' E 96.25 FT; S 0°01'10" E 165 FT; N 89°58' E 1.28 FT; S 0° 21'36" E 19.77 FT; S 86°48'53" E 0.96 FT; S 0°17'38" E 145.18 FT; S 89°58' W 1.05 FT; S 0°01'10" E 0.75 FT; S 89°58' W 4.5 FT; S 0° 01'10" E 47.25 FT; S 89°58' W 217.5 FT; N 0°01'10" W 34.68 FT; N 89°41'35" E 58.48 FT; N 0°18'25" W 180 FT; S 89°41'35" W 57.58 FT; N 0°01'10" W 26.07 FT; N 89°58' E 123.75 FT; N 0°01'10" W 137.25 FT TO BEG. LESS UNITS. (BEING THE COMMON AREA OF BROADWAY LOFTS CONDOMINIUM).

**Containing approximately 1.29 Acres**

**EXHIBIT B**

**LEGAL DESCRIPTION OF GRANTEE PARCEL**

Parcel No.: 15-01-428-028-0000

A part of Lots 3 and 4, Block 50, Plat A, Salt Lake City Survey lying within the East Half of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 200 West Street located 100.00 feet North  $0^{\circ}13'48''$  East along said East Line from the Southwest Corner of said Block 50; and running thence North  $0^{\circ}13'48''$  East 182.25 feet along said East Line of 200 West Street to the South Line of Broadway Lofts Condominiums as staked on the ground; thence South  $89^{\circ}47'02''$  East 165.08 feet along said South Line to the Lot Line common to said Lots 3 and 4; thence South  $0^{\circ}13'48''$  West 67.75 feet along said Lot Line; thence South  $89^{\circ}46'33''$  East 52.48 feet; thence South  $0^{\circ}13'51''$  West 49.50 feet; thence South  $89^{\circ}46'33''$  East 49.54 feet; thence South  $0^{\circ}13'55''$  West 102.70 feet; thence South  $0^{\circ}32'03''$  West 62.30 feet to the North Line of 400 South Street; thence North  $89^{\circ}46'57''$  West 101.68 feet along said North Line to the Lot Line common to said Lots 3 and 4; thence North  $0^{\circ}13'48''$  East 67.71 feet along said Lot Line; thence North  $89^{\circ}47'54''$  West 7.07 feet; thence North  $0^{\circ}13'48''$  East 32.34 feet; thence North  $89^{\circ}47'54''$  West 158.01 feet to the East Line of 200 West Street and the point of beginning.

**Contains 49,731 sq. ft.  
or 1.142 acres**

**EXHIBIT C**

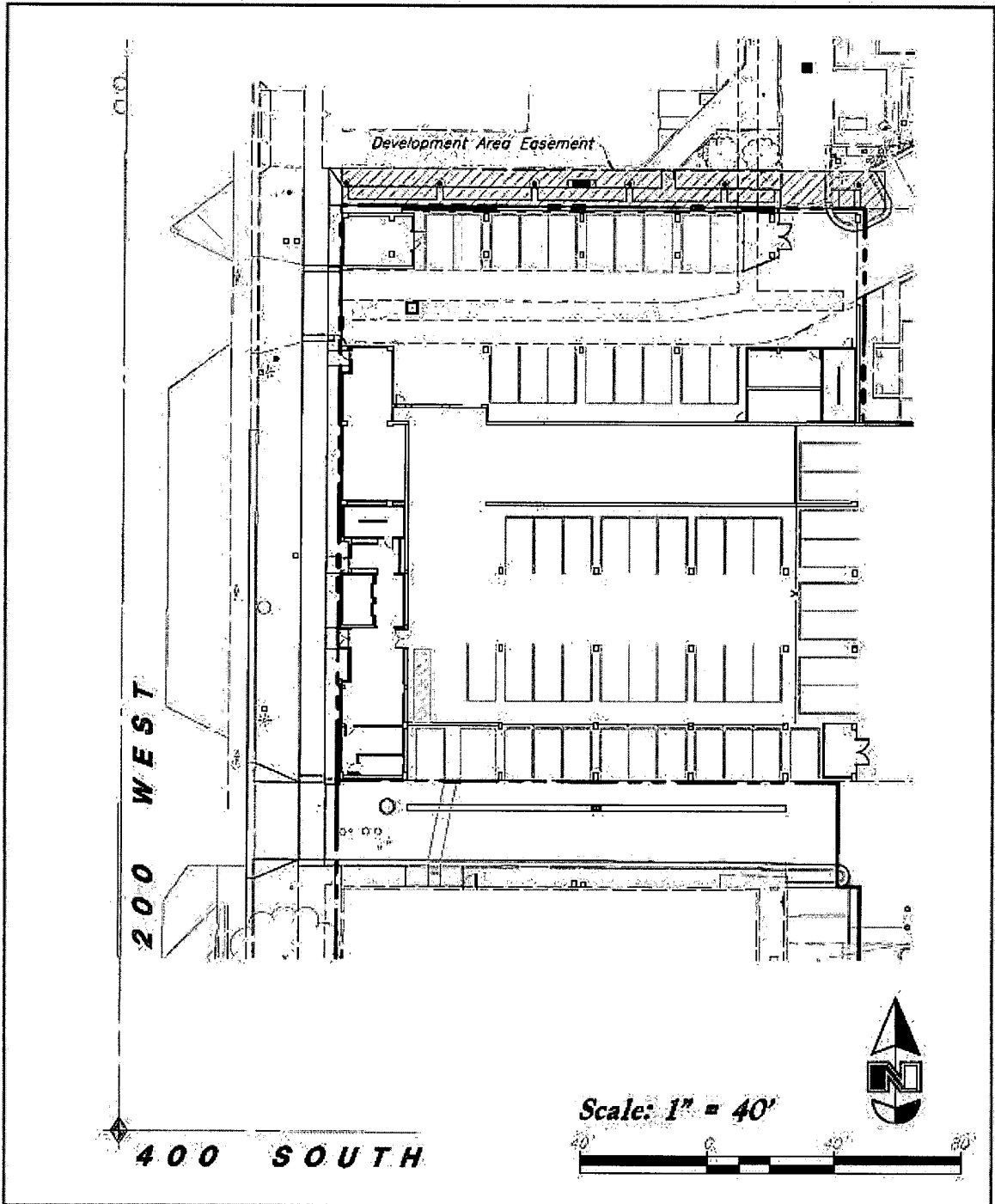
**LEGAL DESCRIPTION AND DEPICTION OF  
DEVELOPMENT EASEMENT AREA**

Legal Description:

A 11.5 foot wide easement being 5.75 feet each side of the following described centerline:

A part of Lots 3 and 4, Block 50, Plat A, Salt Lake City Survey lying within the East Half of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 200 West Street located 42.14 feet South  $0^{\circ}13'48''$  West along said East Line from the Northwest Corner of said Lot 4; and running thence South  $89^{\circ}47'02''$  East 171.47 feet to the endpoint of this easement centerline.



**Development Area Easement Exhibit**

**The Revival Apartments**

360 South 200 West  
Salt Lake City, Utah

**D**

Designed By: BC  
 Drafted By: DW  
 Client Name: PEG  
 18-034exhibits  
 03 Dec, 2019