

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

North Temple LIHTC, LLC
423 West Broadway Suite 230
Salt Lake City, UT 84101

TAX ID: 08-34-353-054,
08-34-353-038, 08-34-353-032

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4/15/2021 12:51:00 PM \$40.00
Book - 11157 Pg - 5396-5406
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 11 P.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

UTILITIES EASEMENT AGREEMENT

THIS UTILITIES EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of April 15, 2021 (the “**Effective Date**”), by and between **NORTH TEMPLE LIHTC, LLC**, a Utah limited liability company (“**Grantor**”), for itself and on behalf of its successors and assigns as owner of the “Grantor Property” (described below), and **NORTH TEMPLE LIHTC, LLC**, a Utah limited liability company (“**Grantee**”), for itself and on behalf of its successors and assigns as owner of the “Grantee Property” (described below). Grantor and Grantee are together referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Grantor is the owner of certain real property located in Salt Lake City, Salt Lake County, Utah, as described on Exhibit A attached hereto (the “**Grantor Property**”).

B. Grantee is the owner of certain adjacent real property located in Salt Lake City, Salt Lake County, Utah, as described on Exhibit B attached hereto (the “**Grantee Property**”).

C. As part of its upcoming construction, the Grantor will be redirecting a storm drain line that current serves the Grantee’s property so that it is aligned in a different location on a Grantor Property, as described and/or depicted on Exhibit C attached hereto (the “**Storm Drain Line**”) located in the “Storm Drain Line Area”.

D. Grantor desires to grant an easement to the Grantee with respect to the Storm Drain Line Area (including both access upon and over and for maintenance of underground utilities) as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of Easements. Grantor, as owner of the Grantor Property hereby grants and conveys to Grantee, as owner of the Grantee Property, its successors and assigns, a nonexclusive easement upon, across and under the Storm Drain Line Area, for the operation, use, maintenance, repair, and replacement of storm drain improvements (the “**Utilities Easement**”). Grantee may

permit its Permittees to exercise the rights granted to it herein provided such use by any Permittee is directly related to the limited purposes for which the Utilities Easement (the “**Easement**”) are granted. For purposes of this Agreement, the term “Permittee” and “Permittees” means, individually and collectively, the agents, affiliates, contractors, subcontractors, licensees, vendors or suppliers of the Grantee furnishing materials, labor or services, performing any activities on behalf the Grantees or otherwise exercising any rights of the Grantees under this Agreement.

2. Maintenance. Grantee shall maintain the Storm Drain Line in good condition and repair.

3. Reservation of Rights. With respect to the Utilities Easement granted herein, Grantor thereof hereby expressly reserves and shall have the right to use and enjoy its property for itself, its transferees, successors, assigns, contractors, subcontractors, agents, licensees, guest, and invitees. Nothing in this Agreement will be deemed to be a gift or dedication of any portion of the Grantor Property or Storm Drain Line Area to or for the general public or for any public purposes, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

4. No Obstruction. Neither Party may place any fence, barricade, or other obstruction on or across any portion of the Storm Drain Line Area in a manner that prohibits access to the Grantor Property or the Grantee Property.

5. Covenants Run with the Land. The Easements, rights, and interests granted herein shall constitute covenants running with the land and shall burden the Grantor Property, as the servient estates, and benefit the Grantee Property, as the dominant estates, and shall be binding upon the Parties and their successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Grantor Property or the Grantee Property.

6. Indemnification. Grantee agrees to indemnify, defend, and hold harmless Grantor and its parent, subsidiary or affiliated companies and their respective employees, officers, directors, vendors, contractors, and authorized agents and representatives from any and all claims, demands and causes of action for damages to property or injury to or death of persons which may in any way result from, grow out of, or arise in connection with the exercise by Grantee of any of the rights herein granted except to the extent that such claims, demands, or causes of action result from Grantor’s negligence or willful misconduct.

7. Attorneys’ Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, or in connection with any arbitration or mediation of any dispute hereunder, the prevailing party shall be entitled to recover from the other Party such sum as the court, arbitrator or mediator may adjudge reasonable as attorneys’ fees, including such fees as are incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review. Each Party shall also have the right to recover its reasonable costs and attorneys’ fees incurred in collecting any sum or debt owed to it by the other Party, with or without litigation, if such sum or debt is not paid within fifteen (15) days following written demand therefor. The “prevailing party,” for purposes of this

Agreement, shall be deemed to be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

8. AS-IS; Subject to Prior Interests. The rights of Grantee under this Agreement are subject to any and all prior rights and interests, whether or not of public record, including all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting the Grantor Property. Grantee accepts the Easements granted herein and any other portion of the Grantor Property related to the Easements strictly "AS-IS," with all defects, apparent or latent, without any representation or warranty by Grantor or any representative of Grantor, expressed or implied. Grantee hereby assumes all risk of their use of the Easements and the exercise of its rights under this Agreement. Without limiting the foregoing, the Easements and the rights of Grantee herein are granted subject to all matters of record and matters that a complete survey and inspection of the Easements and related areas of the Grantor Property would reveal.

9. Headings. The section or paragraph headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

10. Complete Agreement. This Agreement, including the specific terms of any other agreement which are expressly referenced in this Agreement, constitutes the complete, entire, and integrated agreement of the Parties with respect to its subject matter. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

11. Modification or Amendment. This Agreement may be amended or modified only by the agreement of the Grantor and the Grantee or their successors in interest and no such amendment or modification will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the real property records of Salt Lake County, Utah.

12. Waiver; Cumulative Remedies. Waiver of any provision of this Agreement by either Party will only be effective if in writing and will not be construed as a waiver of any subsequent breach, inaccuracy or nonperformance of or noncompliance with the same provision or a waiver of any other provision of this Agreement. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

13. No Partnership. None of the terms or provisions of this Agreement will be deemed to create a partnership between or among the Parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantor Property or the Grantee Property.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

15. Severability. Invalidation of any provisions of this Agreement will in no way affect any of the other provisions of this Agreement.

16. Time of Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

17. Counterparts. This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each Party to this Agreement.

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, Grantor, as owner of the Grantor Property, has caused this Access, Utilities and Parking Easement Agreement to be duly executed and delivered as of the day and year first above written.

Grantor:

NORTH TEMPLE LIHTC, LLC,
a Utah limited liability company

By: Michael D. Bitt

Name: Michael D. Bitt

Title: Manager

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on April 15, 2021,
by Michael D. Bitt, the Manager of NORTH TEMPLE LIHTC, LLC, a Utah
limited liability company.



[Signature]
NOTARY SIGNATURE
Residing at: Salt Lake County
My Commission Expires: 07/31/24

IN WITNESS WHEREOF, Grantee, as owner of the Grantee Property, has caused this Access, Utilities and Parking Easement Agreement to be duly executed and delivered as of the day and year first above written.

Grantee:

NORTH TEMPLE LIHTC, LLC,
a Utah limited liability company

By: Michael D. Bitt

Name: Michael D. Bitt

Title: Manager

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on April 14th, 2021,
by Michael D. Bitt, the Manager of NORTH TEMPLE LIHTC, LLC, a Utah
limited liability company.



[Signature]
NOTARY SIGNATURE
Residing at: Salt Lake County
My Commission Expires: 07/31/24

Exhibit A

Grantor Property

Lot 1, 1925 WEST NORTH TEMPLE SUBDIVISION

A parcel of land situate in the Southwest Quarter of Section 34, Township 1 North, Range 1 West, and in the Northwest Quarter of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southerly Right-of-Way of North Temple Street, said point being North 89°58'38" East 322.84 feet along the monument line and South 00°01'22" East 74.41 feet from the Street Monument at 2050 West Street and North Temple Street, said monument being North 0°00'38" West 739.45 feet from the Southwest Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence along the Southerly Right-of-Way of said North Temple Street the following (5) five courses: (1) North 89°57'15" East 91.05 feet; 2) South 45°42'14" East 23.78 feet; 3) East 44.14 feet; 4) North 50°03'30" East 25.11 feet; 5) North 87°09'19" East 7.22 feet;

thence South 00°00'03" East 202.06 feet;

thence North 89°58'38" East 175.00 feet;

thence North 00°11'08" West 210.00 feet to a point on the Southerly Right-of-Way of said North Temple Street;

thence North 89°58'38" East 301.21 feet along the Southerly Right-of-Way of said North Temple Street;

thence South 00°00'43" East 672.30 feet;

thence North 89°56'42" East 307.01 feet to a point on the Westerly Right-of-Way of Orange Street;

thence South 00°03'08" East 278.65 feet along the Westerly Right-of-Way of said Orange Street;

thence North 89°54'47" West 43.67 feet;

thence South 45°05'13" West 28.85 feet;

thence North 89°54'47" West 617.52 feet;

thence North 14°26'08" West 4.99 feet;

thence South 89°21'06" West 42.59 feet;

thence North 14°23'36" West 199.10 feet;

thence North 76°12'53" East 10.13 feet;

thence North 14°31'54" West 19.69 feet;

thence South 77°19'44" West 10.22 feet;

thence North 14°19'29" West 49.07 feet;

thence South 89°56'42" West 136.10 feet;

thence North 00°03'18" West 33.27 feet;

thence South 89°56'42" West 26.17 feet;

thence North 00°11'08" West 298.49 feet;

thence North 19°39'22" West 15.00 feet;

thence North 00°11'08" West 352.24 feet to the point of beginning.

LESS AND EXCEPTING

Commencing North 89°58'38" East 322.84 feet and South 00°01'22" East 74.41 feet and South 00°11'08" East 323.74 feet and North 89°48'52" East 15.50 feet from the Street Monument at the 2050 West Street and North Temple Street, said monument being North 0°00'38" West 739.45 feet from the Southwest Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 89°58'38" East 161.82 feet;

thence South 00°03'01" West 158.58 feet;

thence South 89°58'38" West 156.17 feet;

thence North 00°11'08" West 115.96 feet;

thence North 19°39'22" West 15.00 feet;

thence North 00°11'08" West 28.49 feet to the point of beginning.

Contains 603,809 square feet or 13.862 acres.

Exhibit B

Grantee Property

Grantee Property

A parcel of land situate in the Southwest Quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southerly Right-of-Way of North Temple Street, said point being North 89°58'38" East 501.52 feet and South 00°01'22" East 74.54 feet from the Street Monument at the Street Monument at 2050 West Street and North Temple Street, said monument being North 0°00'38" West 739.45 feet from the Southwest Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 87°09'11" East 161.13 feet along the Southerly Right-of-Way of said North Temple Street;

thence North 89°58'38" East 13.38 feet along the Southerly Right-of-Way of said North Temple Street;

thence South 00°11'08" East 210.00 feet;

thence South 89°58'38" West 175.00 feet;

thence North 202.06 feet to the point of beginning.

Contains 36,039 square feet or 0.827 acres.

Exhibit C

Storm Drain Line Area

Beginning at a point on the Southerly Right-of-Way of North Temple Street, said point being on the North line of Lot 1, 1925 WEST NORTH TEMPLE SUBDIVISION, said point also being East 449.45 feet and South 90.82 feet from the Street Monument at 2050 West North Temple Street, said monument being North 0°00'38" East 739.45 feet from the Southwest Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 89°58'38" East 15.00 feet along the said Southerly Right-of-Way of North Temple Street;

thence South 00°01'22" East 4.57 feet;

thence South 27°16'55" East 16.49 feet;

thence East 17.85 feet;

thence South 38°05'59" East 7.83 feet;

thence South 197.15 feet;

thence East 84.78 feet;

thence North 42°02'47" East 49.82 feet to a point on the North line of said 1925 WEST NORTH TEMPLE SUBDIVISION;

thence North 89°58'38" East 15.58 feet along said North line;

thence South 04°45'47" West 5.66 feet;

thence South 42°02'47" West 62.42 feet;

thence West 108.96 feet;

thence North 00°01'08" East 4.14 feet;

thence West 8.25 feet;

thence North 98.57 feet;

thence North 27°35'50" West 49.65 feet;

thence North 63.52 feet;

thence North 57°28'30" East 11.92 feet;

thence North 27°16'55" West 14.25 feet;

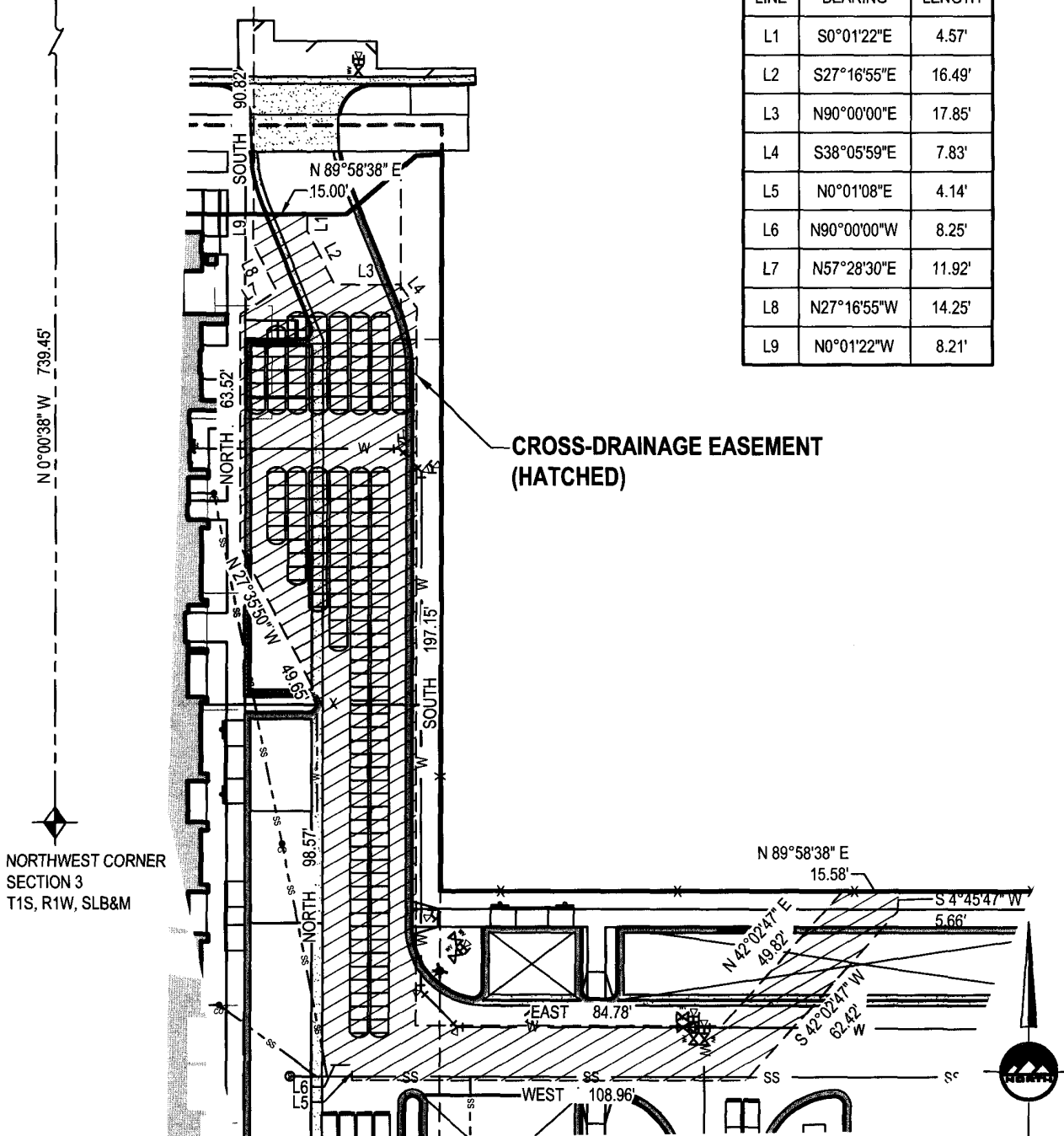
thence North 00°01'22" West 8.21 feet to the point of beginning.

Contains 10,197 square feet or 0.234 acres.

STREET MONUMENT
2050 WEST NORTH
TEMPLE STREET

EAST 449.45' **NORTH TEMPLE STREET**

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°01'22"E	4.57'
L2	S27°16'55"E	16.49'
L3	N90°00'00"E	17.85'
L4	S38°05'59"E	7.83'
L5	N0°01'08"E	4.14'
L6	N90°00'00"W	8.25'
L7	N57°28'30"E	11.92'
L8	N27°16'55"W	14.25'
L9	N0°01'22"W	8.21'



PROJECT # 9372C DATE 2/22/21 1 OF 1 FILE:	NORTH TEMPLE APARTMENTS EASEMENT EXHIBIT 1925 WEST NORTH TEMPLE STREET SALT LAKE CITY, UTAH CROSS DRAINAGE EASEMENT	FOR: GARDNER BATT 423 WEST BROADWAY, SUITE 230 SALT LAKE CITY, UTAH 84101	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
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