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COTTONWOOD TITLE INSURANCE AGENCY  
INC. MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

13730306  
7/29/2021 11:38:00 AM \$40.00  
Book - 11213 Pg - 7356-7366  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 11 P.

Recording Requested By and  
When Recorded Return To:

Don L. Skaggs  
2180 E. Walker Lane  
Salt Lake City, UT 84117

Tax Parcel No. 22-15-128-023-0000, 22-15-128-002-0000 and 22-15-128-024-0000

## AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT

THIS AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT (this “**Declaration**”) is made and entered into as of July 20, 2021, by Don L. Skaggs, an individual (“**Declarant**”).

Declarant previously recorded that certain Declaration of Access Easement, recorded February 3, 2021, as Entry No. 13555380, Book 11111, Page 9617, in the Official Records of Salt Lake County, Utah (the “**Prior Declaration**”). This Declaration amends, restates and replaces the Prior Declaration in its entirety.

### RECITALS

**WHEREAS**, Declarant is the Owner (defined below) of that certain real property commonly known as 2180 E. Walker Lane, in Salt Lake City, State of Utah, which real property is more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “**Grantor’s Property**”).

**WHEREAS**, Declarant is also the Owner of that certain real property commonly known as 2178 E. Walker Lane and 2200 E. Walker Lane, in Salt Lake City, State of Utah, which real property is more particularly described on Exhibit “B” attached hereto and incorporated herein by reference (collectively, the “**Grantee’s Property**”).

**WHEREAS**, it is the intent and desire of Declarant and the purpose of this Declaration, among other things, to provide for a nonexclusive perpetual easement for access by the Permittees (defined below) over certain portions of the Grantor’s Property, all on terms and conditions more particularly hereinafter set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees and declares as follows:

#### 1. PRELIMINARY.

**1.1 Incorporation of Recitals.** The above Recitals are hereby incorporated in and made an integral part of this Declaration.

## 1.2 Definitions.

(a) **“Owner(s)”** means the record fee simple owner of either the Grantor’s Property (or any portion thereof) or the Grantee’s Property (or any portion thereof), and their successors or assigns.

(b) **“Permittees”** means the Owner(s) of the Grantee’s Property and their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of any such tenants.

## 2. EASEMENT.

**2.1 Grant of Easement for Access.** Declarant, as grantor, hereby grants to the Owner(s) of the Grantee’s Property, as grantee, for the benefit of the Grantee’s Property, and as a burden upon Grantor’s Property, a nonexclusive perpetual easement for use by the Permittees for reasonable ingress and egress by vehicular and pedestrian traffic upon, over and across those portions of the Grantor’s Property shown as driveways (i) on that certain survey filed in the office of the Salt Lake County Surveyor as Survey S2014-11-0605 and attached to as Exhibit “C”, and (ii) within the area shown as “Easement Area” on Exhibit “D” attached hereto and incorporated herein by reference (the **“Access Easement”**).

**2.2 Limitations.** The Permittees shall use, and cause to be used, the Access Easement in such manner as will not unreasonably interfere with the use and enjoyment of the Grantor’s Property by its Owner and such Owner’s tenants, contractors, employees, agents, licensees and invitees. The Permittees shall not place, or cause to be placed, any obstruction on the Access Easement areas or permit any activity thereon which would permanently or unreasonably impede the flow of vehicular and/or pedestrian traffic upon, over or across the Access Easement areas.

**2.3 Future Development.** Notwithstanding anything contained herein to the contrary, the Owner of the Grantor’s Property shall have the reasonable right to develop and use the Grantor’s Property in any manner in the sole and absolute discretion of the Owner of the Grantor’s Property, *provided, however*, the Owner of Grantor’s Property shall not make any material changes or modifications to the driveways, water feature or other improvements within the portion of the Grantor’s Property shown as “Easement Area” on Exhibit “D”, and more particularly described on Exhibit “E” attached hereto and incorporated herein by reference (the **“Easement Area”**) without the prior written consent of the other Owner(s) of the Grantee’s Property.

**2.4 Maintenance and Repair of Easement Area.** The Owner of Grantor’s Property shall maintain, repair and replace, or cause to be maintained, repaired and replaced, the asphalt, property gate, water feature and related improvements and landscaping within the Easement Area at all times in reasonably good condition and repair (including, without limitation, providing snow plowing services for the driveways on an as needed basis).

**2.5 Payments due Owner of the Grantor’s Property.** On a quarterly basis, the Owner of the Grantor’s Property shall provide to the Owner(s) of the Grantee’s Property an invoice

for costs and expenses associated with the ownership and operation of the Easement Area and the maintenance, repair and replacement described in Section 2.4 above (including, without limitation, property taxes and assessments, insurance, and utility expenses) (the “**Costs & Expenses**”) and supporting documentation for the Costs & Expense, if requested. The Owner of the Grantee’s Property commonly known as 2178 E. Walker Lane shall be responsible for paying twenty percent (20%) of the Costs & Expenses. The Owner of the Grantee’s Property commonly known as 2200 E. Walker Lane shall be responsible for paying twenty percent (20%) of the Costs & Expenses. The Owner of the Grantor’s Property shall be responsible for paying sixty percent (60%) of the Costs & Expenses. If any Owner fails to pay any sum due by that Owner hereunder within thirty (30) days after receipt of an invoice therefor, then (i) such Owner shall be liable to the Owner of the Grantor’s Property not only for the sum due, but also interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys’ fees incurred incident to the collection of the sum due, and (ii) the Owner of the Grantor’s Property shall have a lien upon such Owner’s property to secure payment by the Owner of the sum due including interest and attorneys’ fees, provided such lien shall be subordinate to the lien of any then existing and recorded institutional mortgage affecting such Owner’s property.

**3. INDEMNIFICATION AND INSURANCE.** Each Owner hereby indemnifies, holds harmless and agrees to defend the other Owner(s) from and against all claims, damages, expenses (including, without limitation, attorneys’ fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Easement Area and the ways immediately adjoining such area, caused by the willful acts or active or passive negligence of the indemnifying Owner, or its tenants, or its or their respective agents, servants or employees; provided, the indemnifying Owner does not indemnify the other Owner(s) against any injury, loss of life, or damage which is caused by the active or passive negligence of the other Owner(s), or its tenants, or its or their agents, servants or employees.

**4. GENERAL PROVISIONS.**

**4.1 Successors and Assigns.** This Declaration and the easements herein granted shall run with the land and shall inure to the benefit of and be binding upon the Owners, their heirs, successors, assigns and personal representatives, and upon any person acquiring any interest in either Grantor’s Property or the Grantee’s Property.

**4.2 Modification and Termination.** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the mutual consent of the Owner of the Grantor’s Property and the Owner(s) of the Grantee’s Property, and then only by written instrument duly executed and acknowledged by the Owners and recorded in the office of the recorder of Salt Lake County, State of Utah.

**4.3 Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any property to the general public or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

**4.4 No Merger of Title.** As of the date of this Declaration, the Grantor's Property and the Grantee's Property are both owned by the Declarant. The easement and agreements created hereunder shall not be deemed merged with an existing fee simple right of the Declarant.

**4.5 Attorneys' Fees.** In the event an Owner commences a legal proceeding to enforce any of the terms of this Declaration, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action.

**4.6 Severability.** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

**4.7 Entire Agreement.** This Declaration contains the entire agreement and declaration of Declarant and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

**4.8 Recordation.** This Declaration shall be recorded in the Office of the Recorder of Salt Lake County, Utah.

*[Signatures on Following Page]*



**EXHIBIT "A"**

**Legal Description for Grantor's Property**

The following real property located in Salt Lake County, Utah and described as:

BEGINNING AT A POINT SOUTH 46°01'40" WEST 553.69 FEET AND NORTH 89°25'40" WEST 559.93 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°02'50" WEST 540 FEET; THENCE NORTH 89°40'12" WEST 61.82 FEET; THENCE SOUTHWESTERLY ALONG A 328.24 FOOT RADIUS CURVE TO THE RIGHT, 114.75 FEET (CHORD BEARS SOUTH 28°40' WEST); THENCE SOUTH 39°03'47" WEST 64.57 FEET; THENCE SOUTH 45°30'41" WEST 104.31 FEET; THENCE SOUTH 43°25'50" WEST 104.99 FEET MORE OR LESS; THENCE NORTH 89°57'10" WEST 27.13 FEET; THENCE SOUTH 07°22'20" WEST 35.13 FEET; THENCE NORTH 19°57'10" WEST 29.60 FEET; THENCE NORTH 77°14'10" WEST 199 FEET; THENCE NORTH 61°30'10" WEST 124.43 FEET; THENCE NORTH 207.15 FEET MORE OR LESS; THENCE SOUTH 86°15' EAST 136 FEET; THENCE NORTH 02°30" EAST 100.13 FEET; THENCE NORTH 88°55' EAST 315.71 FEET; THENCE SOUTH 100 FEET; THENCE NORTH 88°30' EAST 106.35 FEET; THENCE NORTH 34° EAST 28.24 FEET; THENCE NORTH 511.60 FEET; THENCE SOUTH 89°25'40" EAST 71.27 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 22-15-128-024-0000

## **EXHIBIT "B"**

### **Legal Description for Grantee's Property**

The following real property located in Salt Lake County, Utah and described as:

BEGINNING AT A POINT SAID POINT BEING NORTH 89°25'40" WEST 559.93 FEET ALONG THE CENTER LINE OF WALKER LANE AND SOUTH 0°02'50" WEST 540.79 FEET FROM THE STREET MONUMENT AT THE INTERSECTION OF SAID WALKER LANE AND COTTONWOOD LANE SAID STREET MONUMENT BEING SOUTH 46°02'46" WEST 553.48 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING: THENCE SOUTH 00°02'50" WEST 403.69 FEET; THENCE NORTH 89°57'10" WEST 276.51 FEET; THENCE NORTH 9°04'55" WEST 114.98 FEET; THENCE NORTH 43°25'50" EAST 92.08 FEET; THENCE NORTH 45°30'41" EAST 104.31 FEET; THENCE NORTH 39°03'47" EAST 64.57 FEET; THENCE NORTHEASTERLY 114.75 FEET ALONG THE ARC OF A 328.24 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 51°19'06" WEST AND THE CHORD BEARS NORTH 28°40'00" EAST 114.17 FEET WITH A CENTRAL ANGLE OF 20°01'48"); THENCE SOUTH 89°40'12" EAST 61.82 FEET TO THE POINT OF BEGINNING.

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Along with the following real property located in Salt Lake County, Utah and described as:

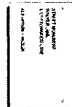
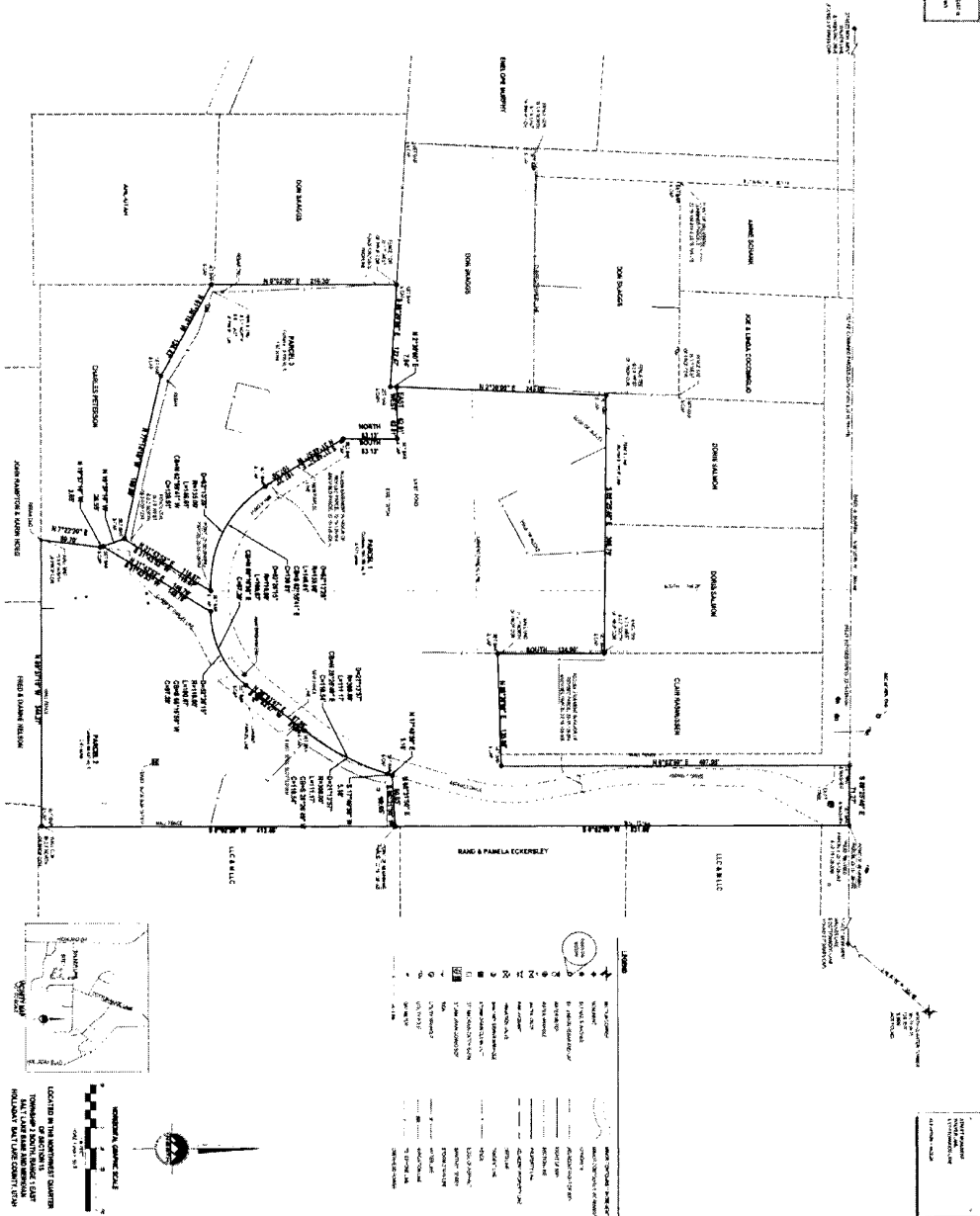
Part of the Northwest Quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point which is 1390.07 feet South 89°25'40" East along the monument line of Walker Lane and 288.15 feet South 02°30'00" West along the Easterly line of that certain parcel described in Book 7553 at Page 632 in the office of the Salt Lake County Recorder from the monument found marking the intersection of Walker Lane and Highland Drive, said point also being 654.94 feet South and 1166.79 feet East of the Northwest corner of said Section 15, and running thence South 89°25'40" East 308.79 feet to the Westerly line of that certain parcel described in Book 3059 at Page 40 in the office of the Salt Lake County Recorder; thence South 148.45 feet along said line and the Northerly line of that certain parcel described in Book 7602 at Page 843 and in Book 7602 at Page 846 in the office of the Salt Lake County Recorder; thence South 88°55'00" West 315.71 feet along said line; thence North 02°30'00" East 157.65 feet along said line and the Easterly line of that certain parcel described in Book 6277 at Page 2871 in the office of the Salt Lake County Recorder, to the point of beginning.

Tax Parcel No. 22-15-128-002-0000

# EXHIBIT "C"

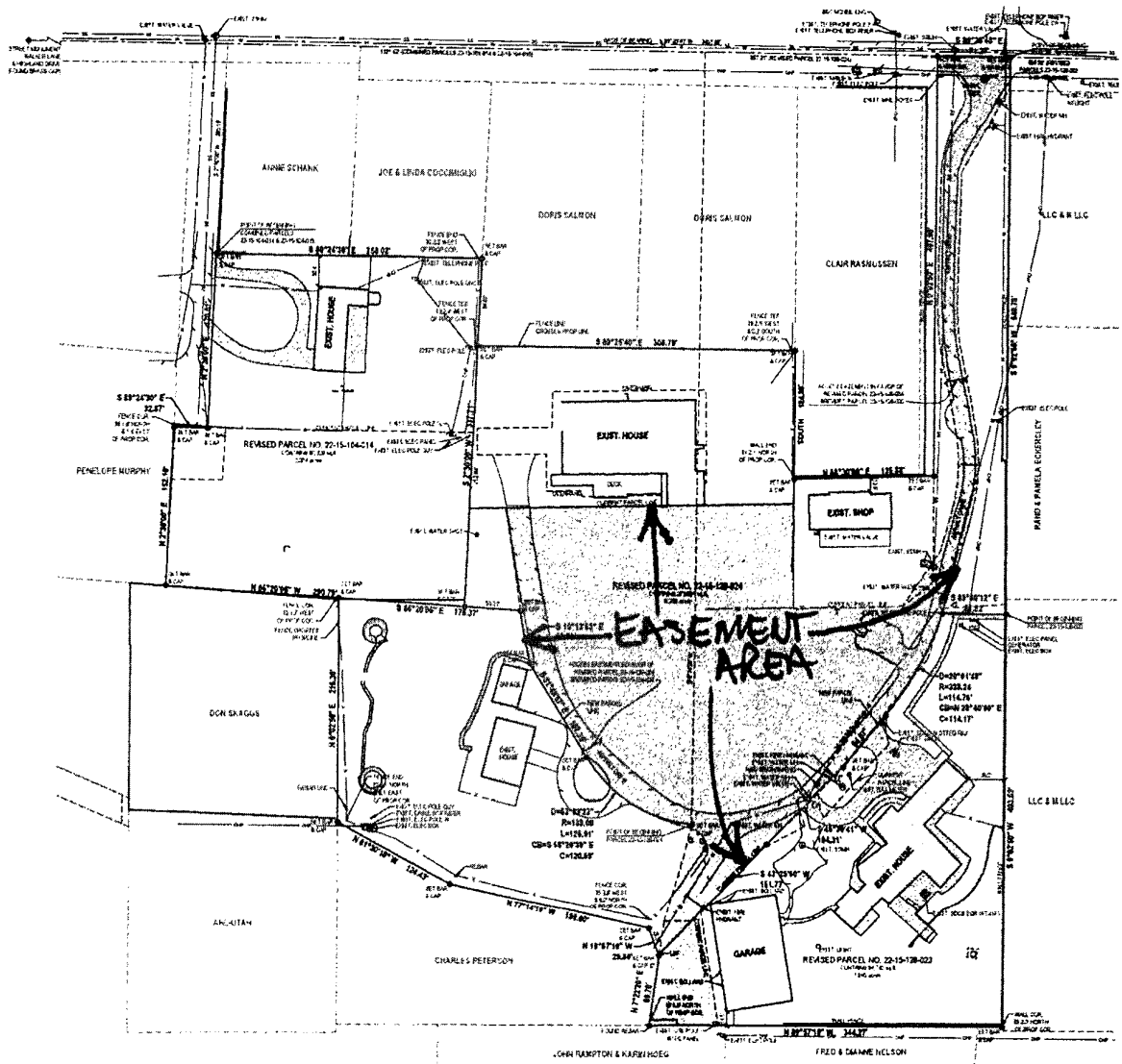
## Survey



	<p><b>SKAGGS PROPERTY LOT LINE ADJUSTMENT</b> 2200 EAST WALKER LANE HOLLADAY, UTAH</p>	<p><b>JUSTIN A. JENSEN</b> Professional Surveyor State of Utah License No. 15258</p>	<p><b>EMERSON</b> SURVEYING &amp; MAPPING 1000 S. 1000 E. SUITE 100 HOLLADAY, UT 84302 PHONE: 435-967-1100 FAX: 435-967-1101 WWW.EMERSONSURVEYING.COM</p>
<p>2-2</p>	<p>LOCATED BY THE ADJUTANT GENERAL TOWNSHIP 1 SOUTH RANGE 1 EAST HOLLADAY 3rd UTAH COUNTY 10th</p>		



EXHIBIT "D"



## EXHIBIT "E"

### Legal Description for Easement Area

Beginning at a point on the center line of Walker Lane said point being North 89°25'40" West 559.93 feet along said center line of Walker Lane from the Street Monument at the Intersection of said Walker Lane and Cottonwood Lane said Street Monument being South 46°02'46" West 553.48 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 East Salt Lake Base and Meridian and running:

thence South 00°02'50" West 29.70 feet;  
thence South 29°15'15" West 94.32 feet;  
thence South 01°31'15" West 123.58 feet;  
thence Southeasterly 59.50 feet along the arc of a 236.61 feet radius curve to the left (center bears South 88°28'51" East and the chord bears South 05°41'07" East 59.35 feet with a central angle of 14°24'32");  
thence South 10°45'37" East 67.29 feet;  
thence Southwesterly 83.19 feet along the arc of a 185.34 feet radius curve to the right (center bears South 79°14'28" West and the chord bears South 02°05'57" West 82.49 feet with a central angle of 25°42'57");  
thence Southwesterly 95.46 feet along the arc of a 1,852.56 feet radius curve to the right (center bears North 75°02'34" West and the chord bears South 16°26'00" West 95.45 feet with a central angle of 02°57'08");  
thence South 17°49'50" West 5.18 feet;  
thence Southwesterly 111.17 feet along the arc of a 300.00 feet radius curve to the right (center bears North 72°10'10" West and the chord bears South 28°26'49" West 110.54 feet with a central angle of 21°13'57");  
thence South 39°03'47" West 77.49 feet;  
thence South 45°30'41" West 95.44 feet;  
thence South 43°25'50" West 92.08 feet;  
thence South 9°04'55" East 114.98 feet;  
thence North 89°57'10" West 67.76 feet;  
thence North 7°22'20" East 104.83 feet;  
thence North 15°43'57" East 98.67 feet;  
thence Northwesterly 125.01 feet along the arc of a 135.00 feet radius curve to the right (center bears North 05°07'39" East and the chord bears North 58°20'39" West 120.59 feet with a central angle of 53°03'23");  
thence North 31°48'57" West 107.35 feet;  
thence North 10°13'53" West 52.70 feet;  
thence North 7°05'13" West 32.59 feet;  
thence North 9°29'52" West 23.30 feet;  
thence North 8°43'42" West 44.40 feet;  
thence North 88°55'00" East 280.66 feet;  
thence South 101.45 feet;  
thence North 88°33'00" East 105.87 feet;  
thence North 34°00'00" East 66.38 feet;

[legal description continued on next page]

thence Northeasterly 41.59 feet along the arc of a 1,832.59 feet radius curve to the left (center bears North 74°44'33" West and the chord bears North 15°36'26" East 41.59 feet with a central angle of 01°18'01");  
thence Northeasterly 74.21 feet along the arc of a 165.34 feet radius curve to the left (center bears North 75°02'35" West and the chord bears North 02°05'57" East 73.59 feet with a central angle of 25°42'57");  
thence North 10°45'32" West 66.93 feet;  
thence Northwesterly 64.16 feet along the arc of a 256.50 feet radius curve to the right (center bears North 77°11'25" East and the chord bears North 05°38'40" West 63.99 feet with a central angle of 14°19'50");  
thence North 01°25'49" East 126.29 feet;  
thence Northeasterly 63.56 feet along the arc of a 149.62 feet radius curve to the right (center bears South 83°43'00" East and the chord bears North 18°27'10" East 63.08 feet with a central angle of 24°20'19");  
thence Northwesterly 33.88 feet along the arc of a 26.68 feet radius curve to the left (center bears North 67°07'29" West and the chord bears North 13°30'13" West 31.65 feet with a central angle of 72°45'28");  
thence North 87°29'41" West 17.64 feet;  
thence North 00°02'50" East 18.06 feet to a point on the center line of Walker Lane;  
thence South 89°25'40" East 71.27 feet along said center line to the point of beginning.

Contains 115,284 square feet or 2.646 acres.