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7/30/2020 12:35:00 PM \$40.00  
Book - 10989 Pg - 1804-1813  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED, PLEASE MAIL TO:

Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Attn: Robert A. McConnell

Tax Parcel Nos. 15-12-381-027-0000; 15-12-452-021-0000

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### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this <sup>30<sup>th</sup></sup> day of July, 2020 by Wrenlee Properties, LLC, a Utah limited liability company (the "Grantor"); in favor of Paxton 365, LLC, a Utah limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to in this Agreement collectively as the "Parties" and individually as a "Party."

### RECITALS

A. Grantor is the fee owner of certain real property located at 333 West Paxton Avenue in Salt Lake City, Salt Lake County, State of Utah, as described in Exhibit "A" (the "Burdened Parcel").

B. Grantee is the fee owner of certain real property located at 365 West Paxton Avenue in Salt Lake City, Salt Lake County, State of Utah, as described in Exhibit "B" (the "Benefitted Parcel").

C. Grantor desires to create an easement in favor of Grantee for the purpose of maintaining sufficient distance between the light and ventilation opening in Grantee's parking structure and any future structure on the Burdened Parcel in order to comply with applicable building codes.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Easement. Grantor grants to Grantee a non-exclusive no-build easement on, over, across and through the westernmost 10 foot wide area located on the Burdened Parcel as more particularly described on Exhibit "C" (the "Easement Area"), which is depicted on the Site Plan attached hereto as Exhibit "D". Neither party shall place any aboveground structures within the Easement Area, except as required by law or for the orderly ingress and egress of pedestrians and vehicles within the Easement Area. The Parties acknowledge and agree that the Easement Area is needed in order to maintain sufficient separation between any building located on the

Burdened Parcel and the light and ventilation opening in the parking structure on the Benefitted Parcel, as depicted on Exhibit "D".

3. Mortgagee Protection.

(a) No amendment to this Agreement shall in any way affect the rights of any mortgagee pursuant to a mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such mortgagee, either before or after such mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, unless such mortgagee consents or subordinates its lien in writing to such amendment.

(b) A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in the Burdened or Benefitted Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, a mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement except the obligation to subordinate its lien or security interest to this Agreement.

4. Amendment or Termination; Duration of Agreement. This Agreement may be amended only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the then-fee owners of the Burdened and Benefitted Parcels and the consent of any mortgagee pursuant to a mortgage then of record. Likewise, this Agreement may be terminated by (1) an instrument filed for record and executed by all of the then-fee owners of the Burdened and Benefitted Parcels and the consent of the City of Salt Lake and any mortgagee pursuant to a mortgage then of record, or (2) upon expiration or earlier termination of the parking lease between Grantor and Grantee and written notice to the City of Salt Lake of such termination. Upon termination of this Agreement Grantee shall take such actions as are then required to permanently close up or otherwise modify the light and ventilation opening in the parking structure on the Benefitted Parcel at Grantee's sole cost and expense.

5. Covenants to Run with Land. This Agreement and the rights, easements, covenants and obligations created by, and the provisions and requirements of, this Agreement are intended by the Parties to be, and shall constitute, covenants running with the land as to both the Burdened and Benefitted Parcel and Easement Area, and shall be binding upon and shall inure to the benefit of each fee owner, occupant, and any other person who acquires or comes to have any interest in the parcels or Easement Area or portion thereof, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. The Parties shall comply with, and all interests in the Benefitted and Burdened Parcels shall be subject to, the terms of this Agreement.

6. Liens. Grantee shall keep the Easement Area and the Burdened Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area and/or the Burdened Parcel pertaining to and/or arising from any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee. Any such liens shall be released of record within thirty (30) days.

7. Effective Date. This Agreement shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

8. Titles, Captions and References. All section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Agreement unless the context refers to a section in another agreement, document or instrument.

9. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction. Venue for any lawsuits, claims, or other proceedings between the Parties relating to arising under this Agreement shall be exclusively in the State of Utah.

11. Entire Agreement. This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein.

12. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

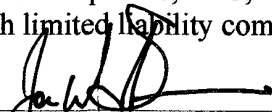
13. Exhibits. All exhibits annexed to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

***[Signatures commence on the following page.]***

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

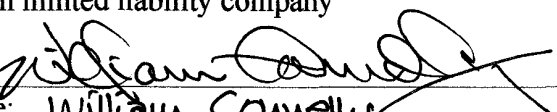
**GRANTOR:**

Wrenlee Properties, LLC,  
a Utah limited liability company

By:   
Name: Jon W. Saunders  
Title: Manager

**GRANTEE:**

Paxton 365, LLC,  
a Utah limited liability company

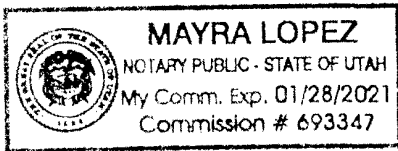
By:   
Name: William Connelly  
Title: manager

*[Acknowledgments on the following page.]*

STATE OF Utah )  
 : ss. )  
COUNTY OF Salt Lake )

On this 29<sup>th</sup> day of July, 2020, before me, the undersigned, personally appeared Jon Saunders an individual whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed that in his/her capacity as the manager of Wrenlee Properties, LLC, a Utah limited liability company, he/she signed the foregoing instrument on behalf of said limited liability company and he/she acknowledged to me that said limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

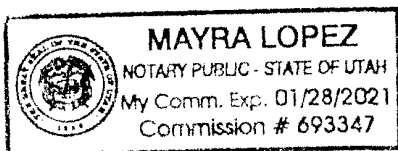


Mayra Lopez  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:

STATE OF Utah )  
 : ss. )  
COUNTY OF Salt Lake )

On this 29<sup>th</sup> day of July, 2020, before me, the undersigned, personally appeared William Connelly an individual whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed that in his/her capacity as the Manager of Paxton 365, LLC, a Utah limited liability company, he/she signed the foregoing instrument on behalf of said limited liability company and he/she acknowledged to me that said limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Mayra Lopez  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:

**EXHIBIT "A"**

to

**EASEMENT AGREEMENT**

Legal Description of Burdened Parcel

The Burdened Parcel is situated in the State of Utah, County of Salt Lake and is described as follows:

Lots 43, 44 and 45, Block 4, DAVIS, SHARP & STRINGER'S SUBDIVISION, according to the plat thereof as recorded in the office of the Salt Lake County Recorder in Book "B" at Page 110.

ALSO:

Beginning at the Southeast corner of Lot 45, DAVIS, SHARP & STRINGER'S SUBDIVISION, and running thence West 75 feet; thence South 8 feet; thence East 75 feet; thence North 8 feet to the point of beginning.

**EXHIBIT "B"**

to

**EASEMENT AGREEMENT**

Legal Description of the Benefitted Parcel

The Benefitted Parcel is situated in the State of Utah, County of Salt Lake and is described as follows:

Lot 8, 300 WEST TOWN CENTER SUBDIVISION, Salt Lake County, Utah, according to the official plat recorded October 14, 2009 as Entry No. 10816796 in Book 2009P at Page 148.

**EXHIBIT "C"**

to

**EASEMENT AGREEMENT**

Legal Description of the Easement Area

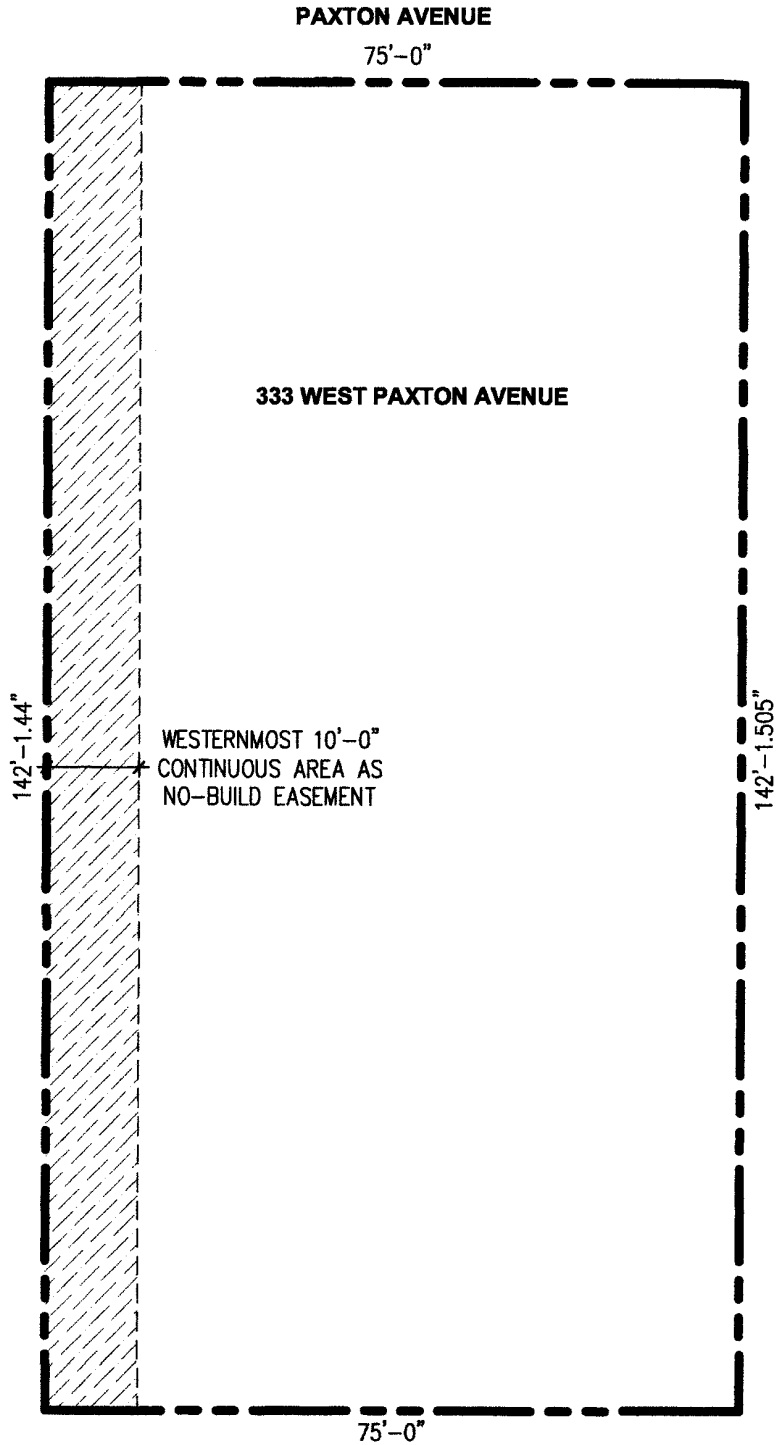
An easement over the westernmost 10 feet of the entire parcel further described as follows:  
Lots 43, 44 and 45, Block 4, DAVIS, SHARP & STRINGER'S SUBDIVISION, according to the plat thereof as recorded in the office of the Salt Lake County Recorder in Book "B" at Page 110.

ALSO:

Beginning at the Southeast corner of Lot 45, DAVIS, SHARP & STRINGER'S SUBDIVISION, and running thence West 75 feet; thence South 8 feet; thence East 75 feet; thence North 8 feet to the point of beginning.



**EXHIBIT "D"**  
to  
**EASEMENT AGREEMENT**  
Site Plan



**333 PAXTON NO BUILD EASEMENT**  
NOTE: REFERENCE EXHIBIT A FOR FULL PARCEL PROPERTY DESCRIPTION



CONSENT AND SUBORDINATION

Susan L. Robinson, Trustee of the Susan L. Robinson Living Trust dated January 2, 1992, as amended and restated December 18, 2015 of Salt Lake County, State of Utah, as the Beneficiary under that certain Trust Deed (the "Deed of Trust"), dated January 10, 2020, and recorded on January 10, 2020 as entry number 13167927 in Book 10883 and Page 7081-7083 of the Official Records of Salt Lake County, State of Utah, hereby consents to the foregoing Easement Agreement (the "Easement") and further subordinates all of its right, title, and interest in and to the real property encumbered by the Deed of Trust to the Easement.

DATED the 29<sup>th</sup> day of July, 2020.

*[Handwritten signature of Susan L. Robinson]*

By: Susan L. Robinson  
Its: Trustee

STATE OF UTAH )

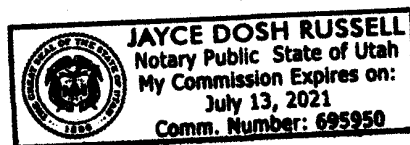
COUNTY OF Salt Lake<sup>ss:</sup> )

On this 29<sup>th</sup> day of July, 2020, before me, the undersigned, personally appeared Susan L. Robinson an individual whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed that in his/her capacity as the Trustee of the Susan L. Robinson Living Trust dated January 2, 1992, as amended and restated December 18, 2015 of Salt Lake County, State of Utah, she signed the foregoing instrument on behalf of said trust.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*[Handwritten signature of Jayce Dosh Russell]*  
NOTARY PUBLIC

Residing at: 2299 Highland Dr SIC UT 84106  
My Commission Expires: July 13, 2021



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