

Recording Requested By and  
When Recorded Return To:

Don L. Skaggs  
2178 E. Walker Lane  
Salt Lake City, UT 84117

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2/3/2021 2:49:00 PM \$40.00  
Book - 11111 Pg - 9617-9625  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE PARK CITY  
BY: eCASH, DEPUTY - EF 9 P.

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

## DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (this "**Declaration**") is made and entered into as of February 2<sup>nd</sup>, 2021, by Don L. Skaggs, an individual ("**Declarant**").

### RECITALS

**WHEREAS**, Declarant is the Owner (defined below) of that certain real property located 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 located immediately adjacent to Grantor's Property, which real property is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "**Grantee's Property**").

**WHEREAS**, it is the intent and desire of Declarant and the purpose of this Declaration 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**" 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 of the Grantee’s Property and its 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 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, as depicted on that survey filed in the office of the Salt Lake County Surveyor as Survey S2014-11-0605 and attached to as Exhibit “C”, and more particularly described 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 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 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 easement areas.

**2.3 Future Development.** Notwithstanding anything contained herein to the contrary, the Owner of the Grantor’s Property shall have the unfettered right to develop the Grantor’s Property in any manner and to relocate or reconfigure the location of the Access Easement area to different locations on the Grantor’s Property in the sole and absolute discretion of the Owner of the Grantor’s Property; *provided, however*, that the rights granted hereunder to the Owner of the Grantee’s Property shall not be materially adversely affected.

**2.4 Maintenance and Repair of Access Easement Area.** The Owner of Grantee’s Property shall maintain, or cause to be maintained the asphalt and related improvements on the Access Easement at all times in reasonably good condition and repair. The cost of such maintenance, repair and replacement shall be the sole cost and expense of the Owner of the Grantee’s Property. Should the Owner of Grantee’s Property default in the performance of its obligation hereunder and such default is not cured within thirty (30) days following delivery of written notice by the Owner of Grantor’s Property, then the Owner of Grantor’s Property shall have the right to perform such obligations on behalf of the Owner of Grantee’s Property, in which event the Owner of Grantee’s Property shall reimburse the Owner of Grantor’s Property for all amounts expended on behalf of the Owner of the Grantee’s Property.

**3. INDEMNIFICATION AND INSURANCE.** Each Owner hereby indemnifies, holds harmless and agrees to defend the other Owner 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 Access 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 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 Owner. The easement and agreements created hereunder shall not be deemed merged with an existing fee simple right of the Owner.

**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.



**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.

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**EXHIBIT "B"**

**Legal Description for Grantee's Property**

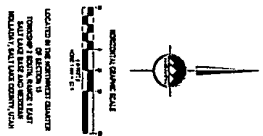
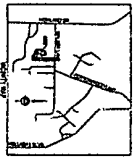
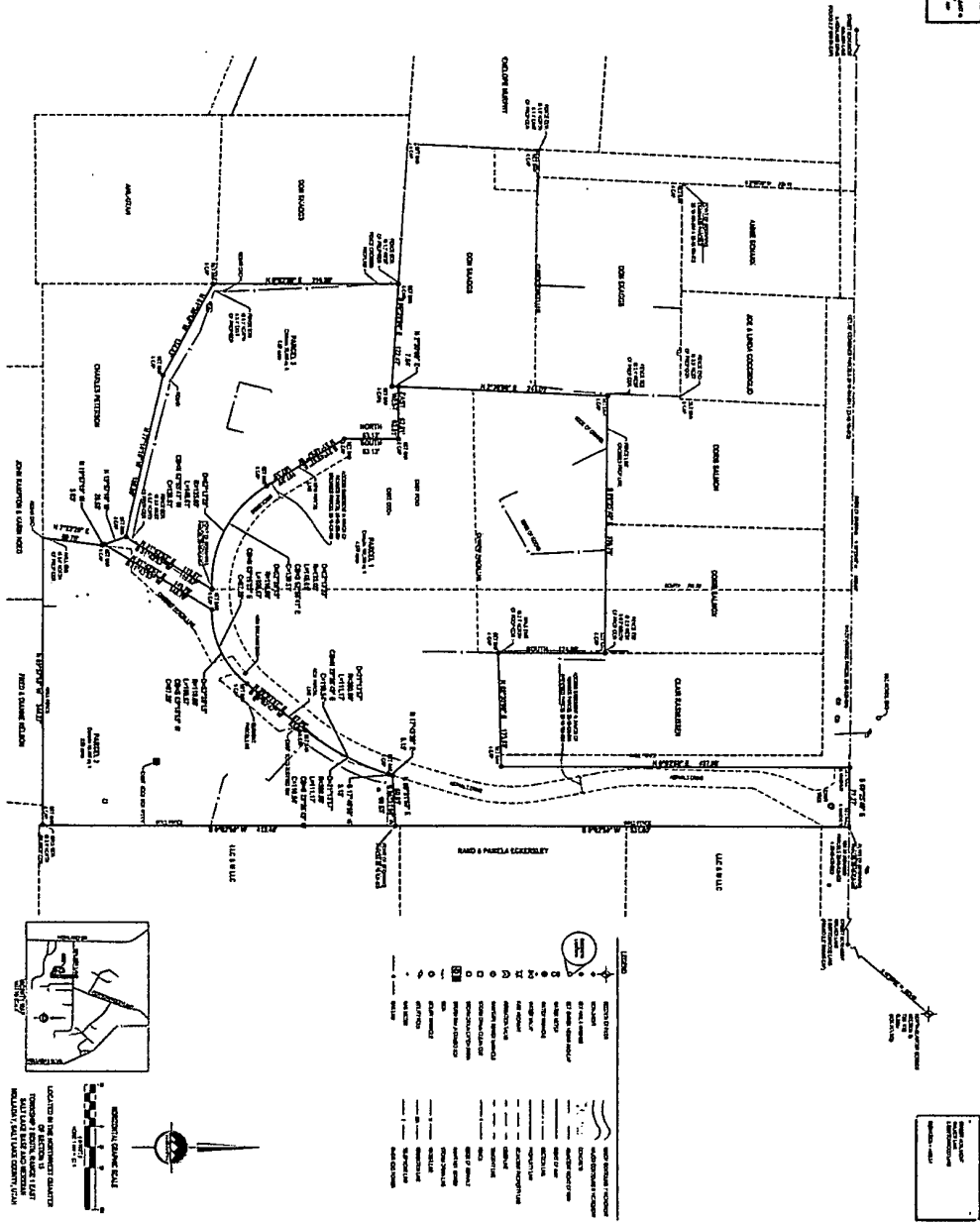
The following real property located in Salt Lake County, Utah and described as:

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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# EXHIBIT "C"

## Survey



**LEGEND**

(Symbol)	Survey Boundary
(Symbol)	Lot Boundary
(Symbol)	Easement Boundary
(Symbol)	Right-of-Way Boundary
(Symbol)	Utility Easement
(Symbol)	Other Easement
(Symbol)	Survey Point
(Symbol)	Corner Marker
(Symbol)	Other Marker

	<p><b>SKAGGS PROPERTY</b>  <b>LOT LINE ADJUSTMENT</b>                  2200 EAST WALKER LANE                  HOLLADAY, UTAH</p>	<p><b>ENRIGN</b>                  1000 EAST 1000 NORTH                  SALT LAKE CITY, UT 84116                  PHONE: 801.488.1111                  FAX: 801.488.1112                  WWW.ENRIGN.COM</p>	<p><b>DATE:</b> 11/11/10  <b>BY:</b> [Signature]  <b>SCALE:</b> AS SHOWN  <b>PROJECT:</b> SKAGGS PROPERTY LOT LINE ADJUSTMENT  <b>CLIENT:</b> SKAGGS PROPERTY</p>
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## EXHIBIT "D"

### Legal Description for Access Easement

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

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 BEGIN 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 87.96 FEET;  
THENCE SOUTHWESTERLY 100.67 FEET ALONG THE ARC OF A 110.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 50°56'13" WEST AND THE CHORD BEARS SOUTH 65°16'55" WEST 97.20 FEET WITH A CENTRAL ANGLE OF 52°26'15");  
THENCE SOUTH 31°43'53" WEST 148.70 FEET;  
THENCE NORTH 19°57'10" WEST 26.55 FEET;  
THENCE NORTH 31°43'53" EAST 119.67 FEET;  
THENCE NORTHWESTERLY 146.61 FEET ALONG THE ARC OF A 135.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 04°02'25" WEST AND THE CHORD BEARS NORTH 62°55'41" WEST 139.51 FEET WITH A CENTRAL ANGLE OF 62°13'28");  
THENCE NORTH 31°48'57" WEST 107.35 FEET;  
THENCE NORTH 74°05'31" EAST 20.80 FEET;  
THENCE SOUTH 31°48'57" EAST 101.65 FEET;  
THENCE SOUTHEASTERLY 236.73 FEET ALONG THE ARC OF A 138.50 FEET RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 52°20'08" EAST AND THE CHORD BEARS SOUTH 86°37'49" EAST 208.95 FEET WITH A CENTRAL ANGLE OF 97°55'54");  
THENCE NORTH 40°40'57" EAST 78.48 FEET;  
THENCE NORTHEASTERLY 103.76 FEET ALONG THE ARC OF A 280.00 FEET RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 50°56'13" WEST AND THE CHORD BEARS NORTH 28°26'48" EAST 103.17 FEET WITH A CENTRAL ANGLE OF 21°13'57");



THENCE NORTH 17°49'50" EAST 5.18 FEET;  
THENCE NORTHEASTERLY 94.46 FEET ALONG THE ARC OF A 1,832.59 FEET RADIUS CURVE  
TO THE LEFT (CENTER BEARS NORTH 72°05'23" WEST AND THE CHORD BEARS NORTH  
16°26'01" EAST 94.44 FEET;  
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 THE 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 THE CENTER LINE TO THE POINT OF  
BEGINNING.