

6732509

When Recorded Mail To:  
James C. Ziter, Attorney at Law  
3760 South Highland Drive, Suite 500  
Salt Lake City, Utah 84106

09/05/97 11:31 AM 18.00  
6732509  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY:V ASHBY DEPUTY - WI

D194779

**CREATION AND DEED OF EASEMENT**

CRS PROPERTIES, INC., Grantor, together with the following persons personally liable for warranties hereunder, Robert D. Ellis, Winfield S. Elmer, and Clay D. Egan, hereby CONVEY AND WARRANT to ANDREAS C. VENIZELOS, Grantee, and his successors, heirs, and assigns, of Salt Lake City, Salt Lake County, State of Utah, in consideration of \$1.00 and other good and valuable consideration this day paid by Grantee and received by Grantor, an easement of the following description:

**Beginning at a point 38 feet South from the NW Corner of Lot 4, Block 48, Plat "B", Salt Lake City Survey and thence East 114 feet; thence South 55 feet; thence West 31.5 feet, thence North 38 feet; thence West 82.5 feet; thence North 17 feet to the point of beginning.**

**Said easement is located generally on property commonly known as 225 South 400 East, Salt Lake City, Utah and 227 South 400 East, Salt Lake City, Utah.**

1. **Who May Use The Easement.** The easement may be used by Grantee, or Grantee's successors, heirs, and assigns, or any persons, parties, or entities with authorization of Grantee, or authorization of Grantee's Successors, heirs, assigns, agents, or employees.
2. **Uses Of The Easement.** The persons, parties, or entities authorized by Grantee, or authorized by Grantee's heirs, successors, assigns, agents, or employees, may use the easement for ingress and egress and all other lawful purposes including, but not limited to, moving personal property, gaining access to parking facilities, gaining access to any property, etc., at all times, and in perpetuity.
3. **Duration Of The Easement.** The easement will exist in perpetuity.
4. **Maintenance Of The Easement.** Grantor and the personal warrantors (Ellis, Elmer, and Egan above) agree to maintain, at their sole expense, the above described easement such that it is clear, unobstructed, and safely and conveniently accessible to the foot traffic and the vehicle traffic of those herein privileged to use the easement.
5. **Payment Of Taxes.** Grantor and the personal warrantors (Ellis, Elmer, and Egan above) agree, at their sole expense, to pay all taxes and

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assessments, regardless of the source or origination of any tax or assessment levied on the easement.

6. **Enforcement.** Grantee, or Grantee's, heirs, successors, assigns, agents, or employees may enforce the terms of this "Creation of Easement" by a lawsuit or judicial proceeding for injunctive relief, specific performance or damages as may be appropriate.

7. **Attorney Fees.** In any action brought by Grantee or Grantee's heirs, successors, assigns, agents, or employees, to enforce any term of this "Creation of Easement", the prevailing party will be entitled to all costs including reasonable attorney's fees.

8. **Benefit.** The Benefit of this easement is to be enjoyed by the Grantee, or Grantee's heirs, successors and assigns. The burdens of this easement shall continue to run with the described land making up the easement and personally, without extinction, to all future owners of the land described in the easement.

9. **Notices.** All Notices shall be sent to Grantee or Grantee's heirs, successors, or assigns at:  
James C. Ziter, Attorney at Law  
3760 South Highland Drive, Suite 500  
Salt Lake City, Utah 84106

10. **Description.** Exhibit "A" which is the surveyor's legal description and drawing of the easement is hereby incorporated by reference in this agreement as if fully set forth herein.

11. **Entire Agreement.** This "Creation of Easement" and all other documents referred to herein, contains the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written that are not fully expressed in this "Creation of Easement".

12. **Changes In This Agreement.** This agreement may be modified only by a writing signed by the owner of the easement property and the Grantee, or Grantee's heirs, successors, or assigns.

DATED this 4<sup>th</sup> day of September, 1997.

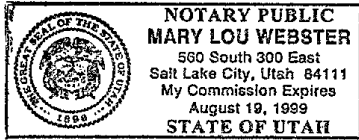
[Signature]  
CRS Properties, Inc., Grantor

By: Robert D. Ellis

Its: President

State of Utah )  
                                )     ss.  
Salt Lake County )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 1997 by Robert D. Ellis



[Signature]  
Notary Public

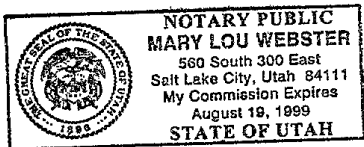
\*\*\*\*\*

DATED this 4<sup>th</sup> day of September, 1997.

[Signature]  
Robert D. Ellis, warrantor

State of Utah )  
                                )     ss.  
Salt Lake County )

The foregoing instrument was acknowledged before me this 4 day of September, 1997 by Robert D. Ellis



[Signature]  
Notary Public

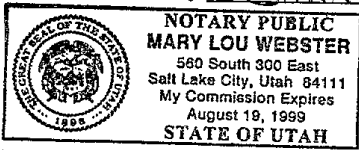
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DATED this 4<sup>th</sup> day of September, 1997.

Winfield S. Elmer  
Winfield S. Elmer, warrantor

State of Utah             )  
  ss.  
Salt Lake County         )

The foregoing instrument was acknowledged before me this 4 day of September, 1997 by Winfield S. Elmer



Mary Lou Webster  
Notary Public

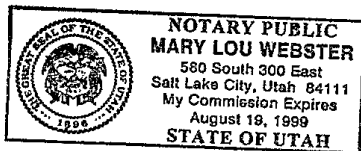
\*\*\*\*\*

DATED this 4<sup>th</sup> day of September, 1997.

Clay D. Egan  
Clay D. Egan, warrantor

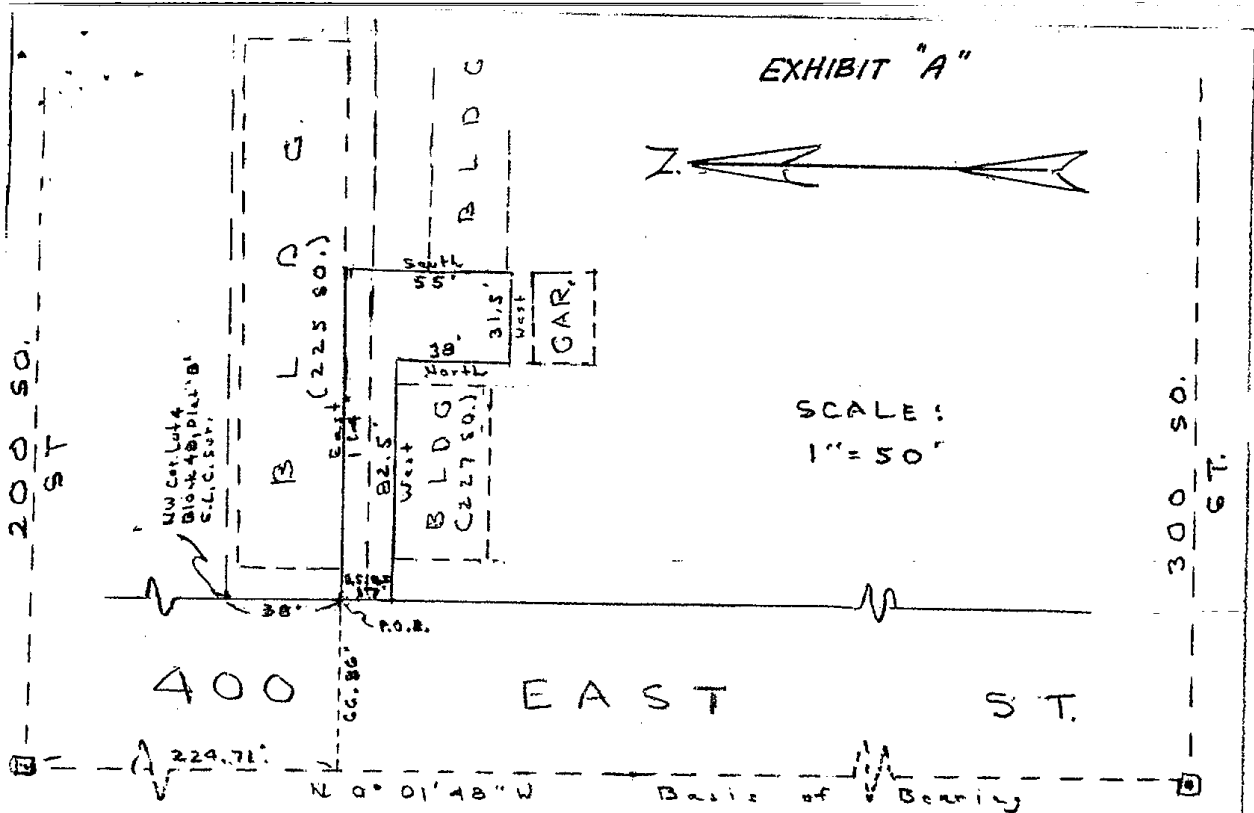
State of Utah             )  
  ss.  
Salt Lake County         )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 1997 by Clay D. Egan



Mary Lou Webster  
Notary Public

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~SURVEYOR'S CERTIFICATE~

I, Robert J. Phillips, of Salt Lake City, Utah do hereby certify that I am a Registered Land Surveyor and I hold Certificate 136573 as prescribed by the State of Utah and I have made a survey of the following right-of-way.

Beginning at a point 30 ft. South from the NW cor. of Lot 4, Block 4B, Plat 'B', Salt Lake City Survey and thence East 114 ft.; thence South 55 ft.; thence West 31.5 ft.; thence North 30 ft.; thence West 82.5 ft.; thence North 17 ft. to the point of beginning.

I further certify that this plat correctly shows the true dimensions of the right-of-way surveyed.

8-29-97  
DATE

*Robert J. Phillips*  
UTAH LAND SURVEYOR  
CERTIFICATE NO. 136573

POOR COPY  
CO. RECORDER

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