



W3164745

E# 3164745 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
30-Jun-21 0847 AM FEE \$40.00 DEP TN
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

After Recording Return To

LMRK PROPCO LLC
400 Continental Blvd., Suite 500
El Segundo, CA 90245

APN: 03-055-0001 and 03-107-0061

Space Above This Line for Recorder's Use

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **MOUNTAIN AMERICA FEDERAL CREDIT UNION**, ("Grantor") hereby grants to **LMRK PROPCO LLC**, a Delaware limited liability company, ("Grantee(s)");

A negative easement ("Easement") over the easterly thirty-five (35) feet (the "Easement Area") of the property located at 1825 Washington Blvd., in the City of Ogden, County of Weber, State of Utah (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto. The Easement Area established by this Easement Deed is depicted and labeled on the Survey, attached hereto as Exhibit "B".

Grantor agrees that neither Grantor nor its successor and assigns will build a structure within the Easement Area that is higher than 45 feet above the level of the sidewalk that runs along the east side of the Property.

The Easement shall commence on the latter of the signature dates below ("Commencement Date") and automatically terminate on the tenth (10th) anniversary of the Commencement Date.

In addition, the Grantor hereby grants a negative easement prohibiting any trees or vegetation from exceeding the 45 foot height over the sidewalk level and permitting Grantee or Grantee's tenants to trim any trees or vegetation that grows above this level within the of the Easement for as long as the Grantee has a billboard easement on the neighboring property described in Exhibit "C" (the "Neighboring Property").

The Easement is granted for the benefit of Grantee, which has a billboard easement on the Neighboring Property. The Easement shall burden the Property and benefit the Neighboring Property. The Easement shall run with the lands described above and be for the sole benefit of the Grantee and shall bind the heirs, successors and assigns of the above names Grantor and Grantee(s), and the County recorded is hereby instructed to index this Easement Deed in the grantor/grantee index under the names of the respective parties.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

MOUNTAIN AMERICA FEDERAL CREDIT UNION

By: Chris Tapia
Name: Chris Tapia
Its: SVP Mountain America Property Services

Date: 5/26/21

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

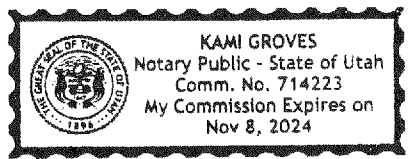
STATE OF Utah)
COUNTY OF Salt Lake) ss.

On May 26th, 2021, before me, Chris Tapia, a Notary Public in and for said County and State, personally appeared Chris Tapia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.


Kami Groves
Notary Public
My Commission Expires: 11-8-2024



[SEAL]

GRANTEE:

LMRK PROPCO LLC, a Delaware limited liability company

By: 
 Name: Daniel R. Parsons
 Title: Authorized Signatory
 Date: 6/10/21

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California

County of Los Angeles

On 6/10/21 before _____ me,
Alexis Metcalfe, Notary Public (here insert name and title of officer), personally
 appeared Daniel R. Parsons, who proved to me on the basis of
 satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and
 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
 by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
 acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature 

(Seal)

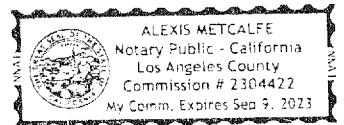


EXHIBIT A

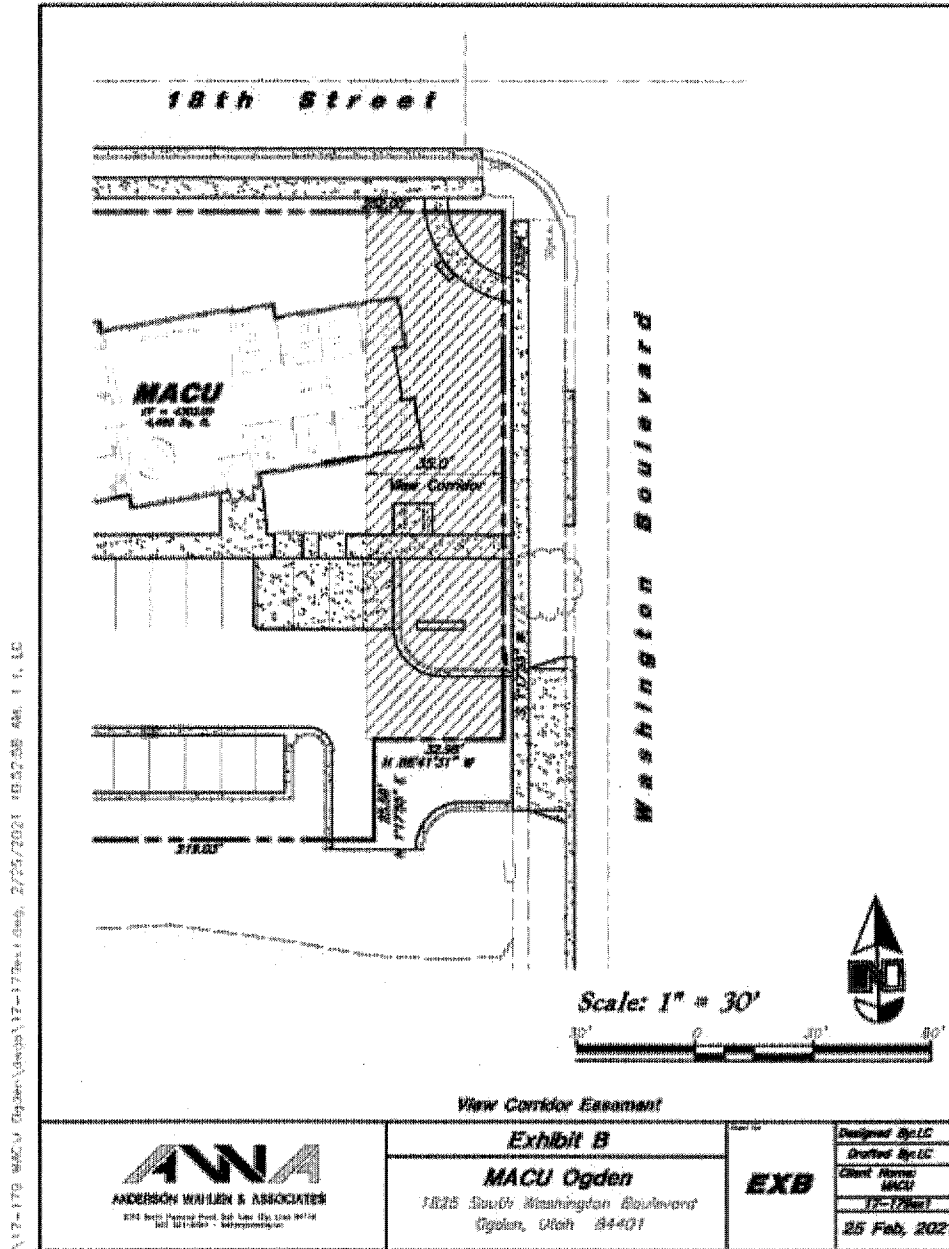
LEGAL DESCRIPTION OF THE PROPERTY

ALL OF LOT 1, MACU OGDEN RIVER SUBDIVISION, OGDEN CITY, WEBERCOUNTY UTAH.

Parcel No.: 03-055-0001

EXHIBIT B

SURVEY



W 117-170 MACU, U Ogden, Utah, 17-17 Rev. 1.dwg, 2/25/2021 10:32:55 AM, I. E.


ANDERSON MAHLER & ASSOCIATES
 204 West Foothill Street, 2nd Floor, Ogden, Utah 84401
 Tel: 435-765-1100 • info@anma.com

Exhibit B
MACU Ogden
 1625 South Washington Boulevard
 Ogden, Utah 84401

EXB
 Designed By: EC
 Drafted By: EC
 Client Name: MACU
 17-17 Rev. 1
 25 Feb, 2021

EXHIBIT C

LEGAL DESCRIPTION OF THE NEIGHBORING PROPERTY

PART OF LOT 19, BLOCK 7, OGDEN FIVE ACRE PLAT "A" OGDEN CITY SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF WASHINGTON BLVD. WHICH IS SOUTH 0°58' WEST 205.62 FEET AND NORTH 89°02' WEST 66 FEET FROM OGDEN CITY SURVEY MONUMENT #434 AT THE INTERSECTION OF THE CENTER LINES OF PARRY STREET AND WASHINGTON BLVD., RUNNING THENCE NORTH 0°58' EAST 44 FEET; THENCE NORTH 89°02' WEST 132 FEET TO THE EAST LINE OF ALLEY; THENCE SOUTH 0°58' WEST 44 FEET; THENCE SOUTH 89°02' EAST 132 FEET TO THE PLACE OF BEGINNING.

Parcel No: 03-017-0061