### When recorded, return to:

M. Thomas Jolley, Esq. YORK HOWELL & GUYMON 6405 South 3000 East #150 Salt Lake City, Utah 84121 13025242 7/8/2019 4:38:00 PM \$40.00 Book - 10801 Pg - 275-279 RASHELLE HOBBS Recorder, Salt Lake County, UT YORK HOWELL & GUYMON BY: eCASH, DEPUTY - EF 5 P.

Affects Salt Lake County Tax Parcels: 16-07-103-020 and 16-07-103-021

# PEDESTRIAN EGRESS EASEMENT

For good and valuable consideration received, the undersigned entity identified as the "Grantor" hereby grants unto the undersigned entity identified as the "Grantee," and its successors and assigns, a non-exclusive perpetual easement and right-of-way for pedestrian access (egress only) (the "Easement"), over that portion of Grantor's real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto (the "Easement Property"). Included with Exhibit "A" is a legal description of the Easement Property and a map depicting the approximate location of the Easement Property over the Grantor's land. This Egress Easement shall be recorded with the Salt Lake County Recorder's Office against both the Grantor's land (a portion of Tax Parcel No: 16-07-103-020; the "Grantor Property") and the Grantee's land (Tax Parcel No: 16-07-103-021 the "Grantee Parcel").

The Easement is further defined as follows:

- (a) Grantee shall be entitled to make use of the Easement immediately for purposes of <u>pedestrian egress</u> to the use of the Grantee's property but for no other purpose.
- (b) Notwithstanding that Grantor or a Grantor affiliate is the present owner of the Grantee Parcel, this Easement is intended to be an individual grant to the Grantee Parcel. The Easement granted hereunder to the Grantee Parcel shall not merge as a result of common ownership.
- (c) Grantee's use of the Easement shall in no way interfere with Grantor's development or use of Grantor's Property.

The Easement created by this instrument shall be appurtenant to the Grantee Parcel and shall be binding on the Grantor Property. The Easement may not be transferred, assigned or encumbered except as an appurtenance to the Grantee Parcel. The Easement herein granted shall run with the land of the Grantor Property and the Grantee Parcel and shall inure to the benefit of and be binding upon all subsequent owners of the Grantor Property and the Grantee Parcel.

This instrument may not be terminated, extended, modified or amended without the written consent of each owner of the respective properties, and any such termination, modification or amendment shall be effective only when it is executed and acknowledged by the owners and recorded with the Salt Lake County Recorder.

If any owner of the affected properties brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision hereof, the prevailing party shall be

entitled to recover from the other party(ies) reasonable attorneys' fees, costs, and other expenses incurred in any such action or any appeal from such action, in addition to the other relief to which the prevailing party may be entitled.

This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

Each of the undersigned persons executing this instrument represents and warrants that he/she has been duly authorized to sign this instrument on behalf of the entity indicated, and to bind said entity to the terms and conditions of this instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.

#### **GRANTOR:**

62 LLC, a Utah limited liability company

Title: member

GRANTEE:	
MAI LLC, a Utah limited liability company	
By:	
STATE OF UTAH ) : ss.	
COUNTY OF SALT LAKE )	
The foregoing instrument was acknowledged before me this 28 day of June, 2019, Son DANG in his/her capacity as where of 62 LLC (	by the
"Grantor" above).	
BRI A SALEY Notary Public - State of Utah Comm. No. 705340 My Commission Expires on Notary Public	

SEAL:

STATE OF UTAH	
	: SS.
COUNTY OF SALT LAK	E )
The foregoing instr	in his/her capacity as of MAI LLC (the
"Grantee" above)!	Notary Public
SEAL:	
	CHRISTOPHER JOE DEVER Notary Public - State of Utah Comm. No. 699303 My Commission Expires on Mar 5, 2022

## **EXHIBIT "A"**

# (Easement Property)

Beginning at a point on the South right-of-way line of 700 South Street which is 36.50 feet East along said right-of-way from the Northwest corner of Grantors property, said point also being 128.50 feet South 89°57'20" West along said right-of-way from the Northeast corner of Lot 8, Block 16, Plat "A", Salt Lake City Survey, Bearing Base being a line bearing North 89°57'26" East between Salt Lake City monuments found in 700 South Street at the intersections of Main and State Streets; and running thence South 0°02'40" East 115.50 feet more or less to the South line of Grantors property, thence South 89°57'50" West along said South line 4.00 feet, thence North 0°02'40" West 115.50 feet more or less to the said South right-of-way, thence North 89°57'20 East along said right-of-way 4.00 feet to the point of beginning.

