12764903 5/2/2018 10:50:00 AM \$18.00 Book - 10670 Pg - 8043-8045 ADAM GARDINER Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 3 P.

Return to: Campus View, LLC 5850 Avenida Encinas Carlsbad, CA 92008

LOT 1 TAX ID No.: 21-29-376-004 LOT 2 TAX ID No.: 21-29-376-008 LOT 3 TAX ID No.: 21-29-376-007 LOT 4 TAX ID No.: 21-29-376-006 LOT 5 TAX ID No.: 21-29-376-005

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

RECIPROCAL EASEMENTS JORDAN LANDING RETAIL VI SUBDIVISION

This Reciprocal Easement Declaration is made this 26th day of 4pril, 2018, CAMPUS VIEW, L.L.C., a Delaware limited liability company; referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the Owner of the Shopping Center comprised of Lots 1, 2, 3, 4, and 5, of Jordan Landing Retail VI Subdivision located in the SW ¼ of Section 29, T2S, R1W, SLB&M, In the City of West Jordan, Salt Lake County, Utah, according to the plat thereof recorded July 1, 2009, as Entry No. 10744418 in Book 2009P of Plats, at Page 87 in the office of the Salt Lake County Recorder; and,

WHEREAS, the Declarant desires to create certain reciprocal easements and covenants over the Shopping Center as hereafter described, which said easements shall run with the land, and shall be binding upon the Declarant, and shall be binding upon and shall inure for the benefit of all owners of said lots within the Shopping Center, their heirs and assigns, including the Declarant, their heirs and assigns.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby declare the following easements over, on, and across the following described land:

Lots 1, 2, 3, 4, and 5, Jordan Landing Retail VI Subdivision located in the SW ¼ of Section 29, T2S, R1W, SLB&M, In the City of West Jordan, Salt Lake County, Utah, according to the plat thereof recorded July 1, 2009, as Entry No. 10744418 in Book 2009P of Plats, at Page 87 in the office of the Salt Lake County Recorder.

Said easements shall be for the benefit of each of said lots and the owners thereof, their heirs and assigns, and each of said lots shall be servient to the easements hereby

created and said easements shall be deemed appurtenant to the lot on which each easement exists, as follows:

Section 1: Ingress, Egress and Parking

1. An easement common to said lots for reciprocal ingress, egress and non-exclusive parking by the owners of each of said lots, their employees, invitees, and licensees; provided, however, that the owners of said lots shall have the right to locate one or more buildings on each of said lots so long as the right to park on said lots is not completely blocked; and further provided that the undersigned owner(s) may at any time modify the layout and design of the parking lots for the benefit of said lots, and may thereby limit and control access to the parking areas so designated, so long as access is provided thereby from public streets to each of said lots of the Shopping Center and the total common shared parking facility of the Shopping Center is adequate for the then current uses of the Shopping Center.

Section 2: Refuse Storage

1. An easement for the benefit of all the lot owners within the Shopping Center over, on, and across said lots for the access and use of common Shopping Center refuse storage facilities.

The above easements for reciprocal ingress, egress and parking and access and use of the refuse storage facilities shall inure for the benefit, reciprocally, of the lots described, and shall be deemed to run with the land, and shall further inure for the benefit of the present and future owners of said lots; and all of said future owners, their heirs and assigns, shall be subject to the aforesaid easement. Said easement shall and may be used in common by the owners of the lots, their invitees and licensees, without any segregation of said easement because same are located over, on and across any particular lot; and all owners, invitees, and licensees of all owners, shall have the right to ingress, egress and parking and access and use of the common refuse facilities on the lots designated, regardless of whether or not such owner, his invitees or licensees, are using such easement on land owned by such owner or on lots owned by any other owners.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"DECLARANT"

CAMPUS VIEW, L.L.C. a Delaware limited liability company

By: CAMPUS VIEW ASSOCIATES, LLC a Delaware limited liability company

By:

William M. Grosse,

Executive Committee Member

STATE OF <u>California</u>): se County of <u>San Diego</u>)

On this 16th day of April , 2018, before me, Melson, a Notary Public for the State of California, personally appeared William M. Grosse, who proved to me on the basis of satisfactory evidence to be the person who signed the foregoing instrument as the Executive Committee Member of CAMPUS VIEW ASSOCIATES, L.L.C. a Delaware limited liability company, and who acknowledged to me that said company executed the same.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

MEGAN LYNN NELSON Nota: y Public - California San Diego County Commission # 2194324 My Comm. Expires Apr 28, 2021

Notary Public for the State of <u>California</u>
Printed name: <u>Megan Lynn Nelson</u>
Residing in <u>San Diego County</u>
My commission expires: <u>April 78, 707</u>