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 Book - 9973 Pg - 6430-6438
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN TITLE UT CO
 BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED, RETURN TO:

Steven L. Ingleby
 CALLISTER NEBEKER & McCULLOUGH
 Parkview Plaza One
 2180 South 1300 East, Suite 600

Salt Lake City, Utah 84108

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this "**Easement Agreement**") is dated as of the 8th day of December, 2011, by **FORESTDALE INVESTMENTS, LLC** and **CAROL EASTON, L.L.C.**, (collectively "**Grantor**"), whose addresses are, respectively, 911 S. Rio Grande Street, Salt Lake City, Utah 84101 and 420 North 200 East, Brigham City, Utah 84302, and **CKW INVESTMENTS LLC**, a Utah limited liability company, whose address is 7962 S. Hidden Park Lane, Sandy, Utah 84093, ("**Grantee**"). The following recitals are a material part of this Easement Agreement and are hereby incorporated therein:

RECITALS:

A. Grantee is the owner of that certain property located in Salt Lake County, State of Utah, and more particularly described in Exhibit "A" attached hereto ("**Grantee's Property**").

B. Grantor is the owner of that certain property located in Salt Lake County, State of Utah, and more particularly described in Exhibit "B" attached hereto ("**Grantor's Property**").

C. Grantor has agreed to convey to Grantee an easement over, under and across that portion of Grantor's Property described in Exhibit "C" attached hereto (the "**Easement Area**"), for (i) parking over and across the Easement Area, and (ii) access to and from the Easement Area from Grantee's Property and Commerce Drive via Grantee's Property.

D. A survey prepared by A.L.M & Associates, Inc. dated December 2, 2011 is attached hereto as Exhibit "D" and depicts Grantor's Property, the southern portion of Grantee's Property, the Easement Area and Commerce Drive where it forms the eastern boundary of Grantor's Property and Grantee's Property.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, an exclusive, perpetual easement over, under and across the Easement Area for (i) parking over and across the Easement Area, and (ii) pedestrian and vehicular access to and from the Easement Area from Grantee's Property and Commerce Drive, but only through access on Grantees' Property. Each party shall utilize its estate in a manner that will minimize interference with the other party's use of its estate.

2. Dominant and Servient Estates. This Easement is granted for the benefit of Grantee's Property and is appurtenant to Grantee's Property. Grantee's Property is the dominant estate and Grantor's Property is the servient estate.

3. Access for Building Maintenance. Grantor shall have reasonable temporary access to the Easement Area for maintenance, repair or rebuilding of the building on Grantor's Property. In the event of such temporary use by Grantor, which temporarily blocks access and use of any parking stalls in the Easement Area, Grantor shall permit Grantee equal access and parking on Grantor's Property during such time.

4. No Structures. No structure may be placed or constructed on the Easement Area and any signage on the Easement must be approved in writing by Grantor, which approval will not be unreasonably withheld. Notwithstanding the foregoing, it is understood and agreed between Grantor and Grantee that Grantee may install metal posts along the southern boundary of the Easement Area to limit access between the remainder of Grantor's Property and the Easement Area.

5. Use Defined. The Easement shall be used solely by Grantee and its occupants, tenants, invitees, customers, guests, employees, successors and assigns for pedestrian and vehicular access and parking of operating vehicles and no such specific vehicle shall be stored at any time and no specific vehicles shall be parked in the Easement Area for more than seven (7) successive days.

6. No Hazardous Chemicals. Grantee shall not keep on or around the Easement Area for use, disposal, treatment, generation, storage or sale any substances designated as, or containing components designated as, hazardous, dangerous, toxic or harmful, and/or which are subject to regulation by any federal, state, or local law, regulation, statute or ordinance. Without limitation to the foregoing, Grantee shall not dump or discharge any such substance on the ground of the Easement Area.

7. Indemnification. Grantee shall indemnify and hold Grantor harmless from and against any liability or expense, including reasonable attorney's fees, incurred by Grantor in connection with the failure of Grantee to maintain or repair the Easement Area as required by this Easement Agreement. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys' fees, incurred by Grantor in connection with the use by Grantee or its occupants, tenants, invitees, customers, guests, employees, successors and assigns of the Parking Easement Area.

8. Maintenance. Grantee shall be responsible at its sole cost for maintenance and upkeep of the Easement Area and Grantee shall keep same in a good and clean condition.

9. No Rights in Public. Nothing contained herein is intended to dedicate, grant, or reserve to the general public or the public at large or for any public purpose whatsoever, or to permit any member of the general public to acquire any right, by adverse possession, prescription, grant, dedication or otherwise, to possess, use or occupy the Easement Area, or any portion thereof, said grant, dedication, reservation, or prescriptive rights being expressly denied.

10. Miscellaneous.

a. Modification and Amendment. No amendment or modification of this Easement shall be valid unless in writing and signed by the parties hereto.

b. Execution. This Easement may be executed in counterpart and the parties hereto may accept faxed signatures.

c. Governing Law. This Easement shall be governed and construed in accordance with the substantive laws of the State of Utah, disregarding the principles of conflicts of laws thereof.

d. Contract Construction. This Easement has been negotiated and drafted by all parties hereto, and the general rule of contract construction that "ambiguities shall be construed against the draftsman" shall have no application to this Easement.

e. Captions. The captions appearing in this Easement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.


f. Waiver. The waiver by any party to this Easement of a breach of any provision of covenants set forth herein shall not be deemed a continuing waiver or waiver of any subsequent breach.

g. Multiple Counterparts. This Easement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) Easement. In making proof of this Easement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. Signatures transmitted by telecopy or as emailed PDF copies shall be binding as originals.

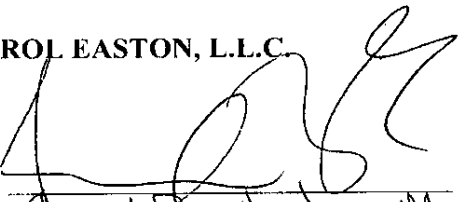
DATED the day and year first above written.

GRANTOR:

FORESTDALE INVESTMENTS, LLC

By: 
Its: _____
Date: 12/8/11

CAROL EASTON, L.L.C.

By: 
Its: Carol Easton, Manager
Date: 12/8/11

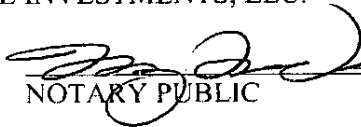
GRANTEE:

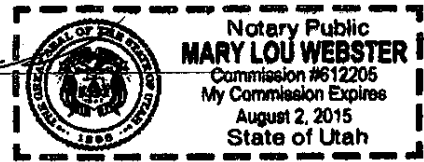
CKW INVESTMENTS LLC, a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8th day of December, 2011, by David Burbidge, the Manager of FORESTDALE INVESTMENTS, LLC.


NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8th day of December, 2011, by Carol Burbidge, the manager of CAROL EASTON, L.L.C.


NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of - _____, 2011, by _____, manager of CKW Investments LLC.

NOTARY PUBLIC

GRANTEE:

CKW INVESTMENTS LLC, a Utah limited liability company

By: [Signature]
Its: MANAGING PARTNER

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of FORESTDALE INVESTMENTS, LLC.

NOTARY PUBLIC

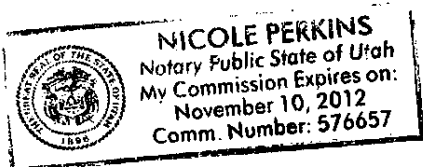
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of CAROL EASTON, L.L.C.

NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8 day of - December, 2011, by Christopher Wheat, manager of CKW Investments LLC.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION OF GRANTEE'S PROPERTY

Beginning at a point on the West line of 300 West Street, said point being North 89 deg. 54'51" East along the section line 284.26 feet and North 0 deg. 08'30" West 197.40 feet from the South quarter corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian said point of beginning is also South 89 deg. 54'51" West 33.00 feet and North 0 deg. 08'30" West 197.40 feet from a Salt Lake County Surveyor's monument and running thence South 88 deg. 10'30" West 193.88 feet; thence North 0 deg. 18' West 58.36 feet; thence North 87 deg. 57'10" East 194.07 feet to the West line of 300 West Street; thence South 0 deg. 18'30" East along said West line 59.12 feet to the point of beginning.

Tax Parcel No. 15-36-451-020

EXHIBIT "B"

DESCRIPTION OF GRANTOR'S PROPERTY

PARCEL 1:

Beginning North 89°54'51" East 284.26 feet and North 0°08'30" West 31.4 feet from the South quarter corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°10'20" West 233.44 feet; thence North 0°18' West 166 feet; thence North 88°10'30" East 233.9 feet; thence South 0°8'30" East 166 feet to the point of beginning.

PARCEL 2:

Beginning at a point North 89°54'41" East along the section line 284.26 feet, North 00°08'30" West along the West line of 300 West Street 197.40 feet and South 88°10'30" West 239.94 feet from the South quarter corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 88°10'30" East 6.04 feet; thence South 00°18'00" East 84.80 feet; thence South 89°01'30" West 4.23 feet; thence North 01°31'07" West 84.71 feet to the point of beginning.

PARCEL 3:

Beginning at a point North 89°54'41" East along the section line 284.26 feet, North 00°08'30" West along the West line of 300 West Street 31.40 feet and South 88°10'20" West 233.44 feet from the South quarter corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 86°35'07" West 9.69 feet; thence North 00°20'00" West 81.61 feet; thence North 89°01'30" East 9.72 feet; thence South 00°18'00" East 81.20 feet to the point of beginning.

Tax Parcel No. 15-36-451-011, 15-36-451-027, and 15-36-451-028

EXHIBIT "C"

DESCRIPTION OF EASEMENT AREA

Beginning at the Northeast corner of the Forestdale Investments, LLC and Carol Easton LLC Property, (according to Entry No. 11128246 Book 9903 Page 1453-1454 as recorded at the Salt Lake County Recorder's office) which is North 89°54'51" East along the section line 284.26 feet and North 00°08'30" West along the West line of 300 West Street 197.40 feet from the South Quarter Corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian and Said Point of Beginning also being South 89°54'51" West 33.00 Feet and North 00°08'30" West 197.40 Feet from a Salt Lake County Surveyor's Monument. Thence South 00°08'30" East along the West line of 300 West Street 85.79 feet, thence South 89°51'30" West 33.88 feet to a point being 2 feet east of the existing building corner, thence North 01°27'12" West parallel along the easterly side of a building and a building line extended 84.76 feet, thence North 88°10'30" East 35.84 feet to a point on the westerly side of 300 West Street and the point of beginning.

Area = 2,972 Square Feet / 0.068 Acres

EXHIBIT "D"

SURVEY

