

When Recorded, Mail To:  
Kirton McConkie  
Attn.: Matthew D. Wride  
518 West 800 North, Suite 204  
Orem, Utah 84057

11636664  
5/8/2013 2:09:00 PM \$18.00  
Book - 10136 Pg - 3613-3617  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 5 P.

Affecting Assessor's Parcel Nos. 15:01:428:017  
15:01:428:019

(Space above for Recorder's use only)

## **DECLARATION OF ACCESS EASEMENT**

THIS DECLARATION OF ACCESS EASEMENT (this "**Declaration**") is made and entered into to be effective this 8 day of May, 2013, by KPB LAND, LLC, a Utah limited liability company ("**Declarant**").

### **RECITALS**

A. Declarant is the fee simple owner of two adjacent properties located in Salt Lake City, Salt Lake County, State of Utah (the "**Declarant's Property**"), which properties are located at: (i) 358 S. West Temple—APN 15:01:428:017 ("**Parcel 1**"); and (ii) 370 S. West Temple—APN 15:01:428:019 ("**Parcel 2**").

B. Declarant desires to clarify, grant, and establish a certain access easement upon specified portions of Parcel 2 for the benefit of the Declarant's Property, in accordance with the provisions of this Declaration.

C. Declarant intends that the easement herein granted shall be granted, established, and maintained without regard to Declarant's common ownership of all of the Declarant's Property, and that such easement shall survive any severance or divestiture of title to one or more of the lots that comprise the Declarant's Property and inure to any successor-in-interest of Declarant.

### **TERMS AND CONDITIONS**

NOW, THEREFORE, Declarant does hereby declare that the Declarant's Property shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easement set forth herein, all as set forth as follows:

1. The Declarant's Property Subject to the Easement. Declarant hereby declares that the Declarant's Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easement set forth in Section 2 of this Declaration (the "**Easement**"). Further, in the event of any sale, conveyance, or transfer of the Declarant's Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Declarant's Property.

2. Access Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive access easement (the “**Access Easement**”) for the purposes of pedestrian and vehicular ingress and egress to and from 400 South Street (Salt Lake City) to and from both Parcel 1 and Parcel 2 of the Declarant’s Property. The Access Easement shall be exercised over that portion of the Parcel 2 legally described on Exhibit A and depicted on Exhibit B (labeled 20’ Access Easement), both attached hereto and incorporated herein by this reference (the “**Easement Area**”), for the benefit of both Parcel 1 and Parcel 2. The Access Easement will permit Parcel 1 and Parcel 2, as such are currently developed and as may be developed in the future, to use the Easement Area for the purposes set forth herein.

3. Regular Maintenance of the Access Easement. The owner of Parcel 2, at its sole cost, shall be responsible for the maintenance of the Easement Area, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of ingress and egress as contemplated by this Declaration. The owner of Parcel 2 will complete, at its sole cost and expense, the snow removal of the Easement Area. Except as set forth above, all costs and expenses incurred in connection with such maintenance shall be the sole responsibility of the owner of the parcel for which such costs are incurred. The parties agree to maintain the Easement Area in a neat, clean and orderly condition at standards comparable to the standards of other similar roadways and their surrounding areas located within Salt Lake City. All work and maintenance conducted within Easement Area will also be in conducted in a good workman like manner, and in accordance with the standards established by any applicable municipal/government authorities. Notwithstanding the foregoing, any damage to the Easement Area and the improvements/utilities constructed thereon or therein that is solely attributable to the owner of Parcel 1 or Parcel 2, or their guests, agents, invitees, customers, and/or patrons, that owner will be solely responsible, at its sole cost, to repair said Easement Area or improvements/utilities to a condition that existed prior to the damage.

4. Covenants to Run With Land. This Declaration and the Easement created herein is intended to and shall run with the land described herein and, as applicable, portions of the Declarant’s Property shall be burdened by the Easement, and portions of the Declarant’s Property shall be benefited by the Easement.

5. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of each party which is a successor-in-interest to both Parcel 1 and Parcel 2.

6. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easement herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of all of the Declarant’s Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Declarant’s Property.

7. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

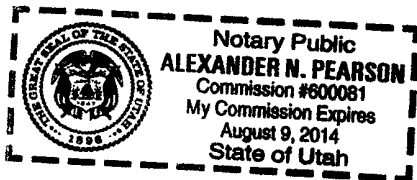
IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

Declarant: KPb LAND, LLC,  
a Utah limited liability company

By: [Signature]  
Name (print): Ken Bretschneider  
Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE

On this 8 day of May, 2013, personally appeared before me Ken Bretschneider, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he is the Manager of KPb LAND, LLC, a Utah limited liability company, and acknowledged to me that said company executed the same.



[Signature]  
Notary Public

**EXHIBIT A**

[Legal Description of the Easement Area]

That certain real property located in Salt Lake County, Utah, specifically described as follows:

Beginning at a point located South 89°58'00" West along the northerly line of 400 South Street a distance of 23.93 feet from the southeast corner of Lot 2, Block 50, Plat "A", Salt Lake City survey, said point being also being located South 89°57'54" West 252.93 feet along monument line and North 64.07 feet from the Block Monument in the intersection of 400 South Street and West Temple; thence South 89°58'00" West along the northerly line of 400 South Street a distance of 20.00 feet; thence North 199.33 feet; thence East 17.25 feet; thence North 91.78 feet; thence East 55.09 feet; thence South 20.00 feet; thence West 35.09 feet; thence South 91.78 feet; thence West 17.25 feet; thence South 179.32 feet to the point of beginning.

