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Gary W. Ott
Recorder, Salt Lake County, UT
CALLISTER NEBEKER & MCCULLOUGH
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, RETURN TO:
T. Richard Davis
Callister Nebeker & McCullough
Zions Bank Building Suite 900
10 East South Temple
Salt Lake City, Utah 84133

Parcel Nos. 09-31-482-015
09-31-482-014

RECIPROCAL EASEMENT AGREEMENT

15th THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is dated as of the day of September, 2014, by and between ENSIGN REAL ESTATE INVESTMENTS, LLC, a Utah limited partnership ("Ensign") and THOMAS FREDERICK RUGH AND SUSAN SESSIONS RUGH, TRUSTEES OF THE THOMAS F. RUGH TRUST, dated the 5th day of June, 2013 ("Rugh"). The following recitals are a material part of this agreement:

RECITALS:

A. Ensign is the owner of that certain residential real property located at 73 North "H" Street, Salt Lake City, in Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto ("Ensign Parcel").

B. Rugh is the owner of that certain residential real property located at 75 North "H" Street, Salt Lake City, in Salt Lake County, State of Utah, more particularly described on Exhibit "B" attached hereto ("Rugh Parcel").

C. The owners of the Ensign Parcel and the Rugh Parcel have historically shared a common driveway pursuant to deeded cross-easements ("Existing Easements").

D. Pursuant to a written Agreement entered into by and between Ensign and Rugh of even date herewith, the parties have agreed to reaffirm and enlarge the area of the Existing Easements to better facilitate the use of the vehicular parking garage which is anticipated to be constructed on the northwest corner of the Ensign Parcel and the Southwest corner of the Rugh Parcel ("Garage") and to grant reciprocal easements over and upon a limited area of 27.0 feet by 41 feet, situated adjacent to the east of the Garage on the Ensign Parcel and the Rugh Parcel and as a benefit and burden upon both of said Parcels.

THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, Ensign and Rugh make the following grants, agreements, covenants and restrictions:

1. Reciprocal Easement For Ingress and Egress.

a. Ensign hereby grants and conveys for the benefit of the Rugh Parcel, a perpetual, non-exclusive right of pedestrian and vehicular ingress and egress, as well as for the operation, inspection, servicing, maintenance, repair, removal, and replacement of the driveway and Garage as more specifically described on Exhibit "C" attached hereto and by this reference incorporated herein.

b. Rugh hereby grants and conveys for the benefit of the Ensign Parcel, a perpetual, non-exclusive right of pedestrian and vehicular ingress and egress, as well as for the operation, inspection, servicing, maintenance, repair, removal, and replacement of the driveway and Garage as more specifically described on Exhibit "C" attached hereto and by this reference incorporated herein.

c. The parties hereby reaffirm the Existing Easements upon their respective Parcels.

d. The easements set forth in subparagraphs a and b, and the Existing Easements described in subparagraph c above shall be collectively referred to in this Agreement as the "Access Easements."

2. No Obstructions. No fence or other barrier which would prevent or obstruct pedestrians or vehicles access for the purposes herein permitted shall be erected or permitted within or across the Access Easements.

3. Maintenance of Driveway. The respective owners of the Ensign and Rugh Parcels shall maintain the driveway and the Access Easements area in good order, condition and repair. The respective owners of each Parcel shall each be responsible for 50% of all of the out-of-pocket costs incurred in all maintenance and repair obligations of the driveway to the extent that said costs are approved in advance in writing by the owners of both parcels. Reimbursement of 50% of such costs shall be paid to the owner who actually incurred said costs within 10 days following the presentation of an invoice demonstrating the payment thereof.

4. Enforcement of Covenants. It is understood and agreed that the rights and easements herein granted shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the owners of and interests in the Ensign Parcel and the Rugh Parcel, and their respective successors and assigns. In the event of a breach of this agreement by any party, by any of their successors or assigns, any non-breaching party or any of its successors and assigns shall be entitled to specific enforcement of the provisions of this Agreement or damages resulting from the breach thereof, or both.

5. Nature of Easements and Rights Granted. Each and all of the easements and rights granted or created or reaffirmed herein are appurtenances to the affected portions of the benefited Parcels and none of the Access Easements and rights granted may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of such

easements and rights, the particular Parcels which are benefited by such easements and rights shall constitute the dominate estate, and the particular Parcels which are burdened by such easements and rights shall constitute the servient estate. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement constitute covenants running with the land.

6. No Partnership. Nothing in this agreement shall be deemed or construed to create the relationship of principal and agent or partnership or joint venture or of any other similar association between the owners of the respective Parcels.

7. Miscellaneous:

a. Attorneys' Fees. In the event any action is instituted by a party to enforce any of the provisions contained herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs and expenses.


b. Modification of Agreement. No amendment or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto, or their respective successors in interest.

c. Captions. The captions appearing in this Agreement 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.

d. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach.

DATED as of the day and year first above written.

ENSIGN REAL ESTATE INVESTMENTS, LLC
a Utah limited liability company

By: 
Its: Managing Partner


THOMAS FREDERICK RUGH, Trustee of the
THOMAS F. RUGH TRUST dated June 5, 2013

Susan S. Rugh
SUSAN SESSIONS RUGH, Trustee of the
THOMAS F. RUGH TRUST dated June 5, 2013

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

The foregoing instrument was acknowledged before me this 30th day of September, 2014 by Gary Hitchings, the Managing Partner of ENSIGN REAL ESTATE INVESTMENTS, LLC, a Utah limited liability company.



Katie Farnsworth
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 15th day of September, 2014 by Thomas Frederick Rugh and Susan Sessions Rugh, trustees of the Thomas F. Rugh Trust dated June 5, 2013.



Katie Farnsworth
NOTARY PUBLIC

EXHIBIT "A"

(Legal Descriptions of Ensign Parcel)

PARCEL A:

A PARCEL OF LAND AS SHOWN IN QUIT-CLAIM DEED, RECORDED MARCH 14, 1996, AS ENTRY NO. 6304033, IN BOOK 7351, AT PAGE 2637, OFFICIAL RECORDS, BEING A PART OF LOT 4, BLOCK 22, PLAT "D", SALT LAKE CITY SURVEY, BEING IN SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; AND RUNNING THENCE S89°58'50"W ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 165.00 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N0°00'24"W ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 28.50 FEET; THENCE N89°58'50"E 61.25 FEET; THENCE N0°00'24"W 19.00 FEET; THENCE N89°58'50"E 103.75 FEET; THENCE S0°00'24"E 47.50 FEET, TO THE POINT OF BEGINNING.

CONTAINS 0.15 ACRES, MORE OR LESS.

PARCEL B:

TOGETHER WITH THE FOLLOWING DESCRIBED NON-EXCLUSIVE RIGHT OF WAY:

BEGINNING 43.5 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 4, BLOCK 22, PLAT "0", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 6 FEET; THENCE WEST 123.75 FEET; THENCE SOUTH 12 FEET; THENCE EAST 123.75 FEET; THENCE NORTH 6 FEET TO THE POINT OF BEGINNING

EXHIBIT "B"

(Legal Descriptions of Rugh Parcel)

PARCEL NO. 1:

A PARCEL OF LAND AS SHOWN IN SPECIAL WARRANTY DEED, RECORDED JUNE 20, 2013, AS ENTRY NO. 11668114, IN BOOK 10151, AT PAGE 5351, OFFICIAL RECORDS, ALSO A PORTION OF A PARCEL OF LAND AS SHOWN ON QUIT-CLAIM DEED, RECORDED MARCH 14, 1996, AS ENTRY NO. 6304033, IN BOOK 7351, AT PAGE 2637, OFFICIAL RECORDS, BEING A PART OF LOT 4, BLOCK 22, PLAT "D", SALT LAKE CITY SURVEY, BEING IN SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 4, SAID POINT BEING S0°00'24"E ALONG SAID EAST LINE 84.50 FEET, FROM THE NORTHEAST CORNER OF SAID LOT 4; AND RUNNING THENCE S0°00'24"E ALONG SAID EAST LINE 33.00 FEET; THENCE S89°58'50"W 103.75 FEET; THENCE S0°00'24"E 19.00 FEET; THENCE S89°58'50"W 61.25 FEET, TO THE WEST LINE OF SAID LOT 4; THENCE N0°00'24"W ALONG SAID WEST LINE 21.00 FEET; THENCE N89°58'50"E 41.25 FEET; THENCE N0°00'24"W 31.00 FEET; THENCE N89°58'50"E 123.75 FEET, TO THE POINT OF BEGINNING.

CONTAINS 0.12 ACRES, MORE OR LESS.

PARCEL NO. 2:

A NON EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS PURPOSES APPURTENANT TO PARCEL NO.1, DESCRIBED AS FOLLOWS:

BEGINNING 84 1/2 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 4; AND RUNNING THENCE WEST 123 FEET 9 INCHES; THENCE NORTH 4 1/2 FEET; THENCE EAST 123 FEET 9 INCHES; THENCE SOUTH 4 1/2 FEET TO THE PLACE OF BEGINNING.

PARCEL NO. 3:

A NON EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS PURPOSES APPURTENANT TO PARCEL NO.1, DESCRIBED AS FOLLOWS:

BEGINNING 43.5 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 4, BLOCK 22, PLAT "D", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 6 FEET; THENCE WEST 123.75 FEET; THENCE SOUTH 12 FEET; THENCE EAST 123.75 FEET; THENCE NORTH 6 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

(“Access Easements”, description and pictorial depiction)

Beginning at a point 47.5 feet North and 144.0 feet West of the Southeast corner of Lot 4, Block 22, Plat “D”, Salt Lake City Survey; and running thence South 41 feet; thence East 27 feet; thence North 41 feet; thence East 27 feet to the beginning.