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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CAMARLOT INU
165 W ALBION VILLAGE WAY # 206
SANDY UT 84070
BY: CRP, DEPUTY - WI 9 P.

RECORDING REQUESTED BY:
Camarlot Investment LLC

WHEN RECORDED MAIL TO:
Camarlot Investments, LLC
165 W. Albion Village Way #206
Sandy, Utah 84070

APN: 16-08-251-004

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

LEASE AND ACCESS AGREEMENT

THIS LEASE AND ACCESS AGREEMENT ("Agreement"), is made and entered into as of March 15, 2016, by and between CAMARLOT INVESTEMENTS, LLC, a Utah limited liability company, whose address is 165 W. Albion Village Way #206, Sandy, Utah 84070, hereinafter "Camarlot," and RICK J, KLEIN, trustee of the KLEIN INVESTMENT TRUST dated April 12, 1980, whose address is 1495 Lake Front Court, Park City, Utah 84098, hereinafter "Klein".

WITNESSETH:

WHEREAS, Camarlot is the fee owner of a parcel of property located in Salt Lake County at 1018 East 800 South, Salt Lake City, Utah 84102 (the "Camarlot Property"). The legal description of the Camarlot Property being attached hereto as Exhibit "A;" and

WHEREAS, Klein desires to lease from Camarlot two (2) parking stalls located on the Camarlot Property depicted on Exhibit "B" as "Stall 7" and "Stall 8" depicted on Exhibit "B" attached hereto (the "Premises") to be utilized for parking purposes by Klein and occupants of the property located at 809 South 1000 East, Salt Lake City, Utah 84102 (hereafter the "Klein Property"). The legal description of

the Klein Property being attached hereto as Exhibit "C;" and

WHEREAS, Klein also requires reasonable vehicular and pedestrian access across the Camarlot Property for access to the Premises from the Klein Property.

NOW THEREFORE, in consideration of the foregoing provisions and the terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following terms and conditions apply:

1. **LEASE AND TERM:** Camarlot hereby leases to Klein, and Klein accepts in its present condition, the Premises for a period of TWENTY (20) years from the date hereof. Subject to the terms of this Agreement, Klein shall have the option to renew this Agreement for one (1) additional twenty (20) year period, by notifying Camarlot in writing of Klein's intention to renew at least one hundred eighty (180) days prior to the expiration of the primary lease period.

2. **PEDESTRIAN ACCESS:** Camarlot hereby grants to Klein, and the current and future occupants of the Klein Property, a non-exclusive right of pedestrian access across the parcel for purpose of accessing the Premises.

3. **VEHICULAR ACCESS:** Camarlot hereby grants to Klein, and the current and future occupants of the Klein Property, a non-exclusive right of vehicular access across the driveway on the Camarlot Property, as such may exist from time to time, for purpose of accessing the Premises.

4. **RENTAL:**

(a) In consideration for the lease of the Premises described herein, and the rights provided pursuant hereto, Klein agrees to pay Camarlot the sum of FIVE HUNDRED DOLLARS and no/100 DOLLARS (\$500) annually, with the initial payment tendered concurrent herewith.

(b) Rental payments shall be made payable to Camarlot Investments, LLC and sent to Camarlot's business address of 165 W. Albion Village Way #206, Sandy, Utah 84070, unless Klein is hereafter notified of change of address in writing by Camarlot, and then to such address as is identified in such notice. All rental payments shall be made on or before the appropriate anniversary date hereof. In addition to any other right Camarlot may have, a delinquency or late charge of 10% of any subsequent lease payments shall be assessed on any lease payments made ten (10) days after the due date.

5. **USE OF PREMISES:** Klein shall have the right to use the Premises only as residential parking for not more than two vehicle and the Premises shall not be used for any other purpose by Klein. Klein shall not have the right to use any other parking stalls on the Camarlot Property. Klein also agrees that any vehicles parked on the Camarlot Property from time to time shall be in good working order, properly

licensed at all times, and shall be insured as required by all applicable laws. Any damage caused to the Premises or the driveways or other improvements on the Camarlot Property by Klein or any occupants of the Klein Property shall be repaired by Klein, or by Camarlot at Klein's sole cost and expense.

6. MAINTENANCE OF THE PREMISES: Camarlot shall be solely responsible to maintain the driveways and the Premises on the Camarlot Property in good condition. In addition to the rental hereunder, Klein agrees to pay on a not less than annual basis, a proportional amount of all maintenance required on the Premises parking area and driveway, including snow removal. Camarlot and Klein acknowledge that there are eight parking stalls on the Premise and Klein has use of two of the stalls. Making Klein's proportionate share 25% of all maintenance expenses.

7. WASTE: Klein will not commit any waste on the Premises, nor shall it use or permit the use of any acts on the Premises in violation of any present or future law or ordinance of any governmental entity or agency.

8. TAXES, LICENSES AND PERMITS: Camarlot agrees to pay any and all property taxes and assessments levied against the Premises in accordance with state law.

9. VANDALISM OR DAMAGE: Except where caused by Camarlot's gross negligence or willful misconduct, Camarlot shall not be liable for any damages or injury to any vehicles, or personal property kept in any vehicle parked on the Premises or for any personal injury to Klein or to any tenant, occupants or invitees of the Klein Property regarding their use of, or access to the Premises, whatsoever.

10. ESTOPPEL: Camarlot and Klein agree that at any time and from time-to-time at reasonable intervals, within ten (10) days after written request by the other, the requested party will execute, acknowledge and deliver to the other party, a certificate in a form as may from time-to-time be provided, ratifying this Agreement and certifying (a) that Klein has entered into occupancy of the Premises and the date of successive entry if such is the case, (b) that this Agreement is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same), (c) that this Agreement represents the entire agreement between Camarlot and Klein as to the subject matter hereof (or identifying any changes), (d) the date of commencement and expiration of the term, (e) that to the knowledge of the signor of such writing no default exists in the performance or observance of any covenant or condition in this Agreement and there are no defenses or offsets against the enforcement of this Agreement by the other party, and (f) that all rent has been paid, and if not, the extent to which it has been paid.

11. RULES OF CAMARLOT: Klein shall be subject to such reasonable rules and regulations as Camarlot may make for the safety, protection and convenience of those using the Premises,

provided that compliance with any such rules and regulations does not adversely affect the use of the Premises or would cause Klein to be in conflict with any Federal law, statute or regulation.

12. TERMINATION – EXPIRATION: (a) Upon not less than thirty (30) days' prior written notice to Klein, Camarlot may terminate this Agreement for any of the following reasons: (i) subject to section (b) below, for breach or default by Klein of any of the terms hereof; (ii) after renewed expiration of a twenty (20) year term; (iii) upon Klein's discontinued use of the Premises for sixty (60) days; (iv) after removal of the existing building or improvements on the Premises by Camarlot; and (v) upon a determination by Salt Lake City that the public health, safety, or welfare requires such termination.

(b) Camarlot may terminate this Agreement for breach or default if, after not less than thirty (30) days' prior written notice to Klein, the breach or default remains uncured.

(c) Upon the expiration or termination of the Agreement, Klein agrees to remove any or all of Klein personal property or vehicles, to Camarlot's satisfaction, from the Premise, all of which shall be accomplished within ninety (90) days of the termination or expiration of the Agreement, and solely at the expense of Klein; and Klein agrees to pay Camarlot's costs, including attorney's fees for enforcement, provided, however, that Camarlot and Klein may mutually agree to any other disposition of the personal property or vehicles including, but not limited to, resale or gift of the personal property or vehicle to Camarlot.

13. QUIET POSSESSION: So long as Klein pays the rent provided hereby and conforms to the requirements of this Agreement, Klein shall quietly enjoy the Premises and Camarlot will defend Klein in such enjoyment and peaceful possession throughout the term of this Agreement.

14. WAIVER: It is agreed that the waiving of any of the covenants of this Agreement by either party, shall be limited to the particular instance and shall not be deemed to be a waiver of any other breaches of such covenant or any provision herein contained.

15. EXCUSE FOR DEFAULT: Any failure on the part of either party of this Agreement to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, government restriction or any similar cause beyond the control of the party failing to perform, to the extent and for the period that such cause continues, save and except the provisions of this paragraph shall not excuse any nonpayment of rent and other sums due hereunder on its due date.

16. ASSIGNMENT AND SUBLETTING: Klein may assign this Agreement, but only in connection with the sale, or other transfer of the Klein Property. Except as provided in the immediately

preceding sentence, no assignment or subletting of this Agreement or the Premises shall be permitted without the express written consent of Camarlot.

17. TIME: Time is of the essence of this Agreement and every term, covenant and addition herein contained.

18. ATTORNEY'S FEES: In any successful action or proceeding which Camarlot may be required to prosecute to enforce its rights hereunder, Klein agrees to pay all costs incurred by Camarlot, including reasonable attorney's fees, to be fixed by the court, and said costs and attorney's fees shall be made a part of the judgment in said action.

19. INSURANCE REQUIREMENTS: Camarlot at its own expense shall secure and maintain in force during the term of this Agreement, including any renewal terms, all insurance coverage required by state and local law related to the Camarlot Property. However, Klein's liability insurance policies related to the Klein Property shall cover all liabilities related to the use of the Premises by Klein, and by tenants, occupants and invitees of the Klein Property.

20. INDEMNIFY: Klein agrees to indemnify, save harmless and defend Camarlot, its agents and employees, from and against any and all suits, actions, liens, damages, claims, liability and expenses, including attorney's fees, in connection with or arising out of Klein's, its agents', employees', tenants' or invitees' use of the Premises, and any acts or omissions or failure to act by Klein, its agents or employees hereunder.

21. NOTICES: All notices shall be directed to the following addresses:

CAMARLOT
Camarlot Investments, LLC
165 W. Albion Village Way #206
Sandy, Utah 84070

KLEIN INVESTMENT
Rick J. Klein, trustee
1495 Lake Front Court
Park City, Utah 84098

22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and incorporates all prior correspondence, communications, or agreements between parties, and cannot be altered, assigned or sublet, in whole or in part, except in writing signed by both parties. The Recitals preceding this Agreement are by this reference incorporated herein as part of this Agreement.

25. AUTHORITY TO EXECUTE: Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing.

26. **APPLICABLE LAW:** This Agreement shall be interpreted in accordance with and enforced under the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

EXECUTED this _____ day of March, A.D. 2016

[Handwritten signature]
Trustee of the Klein Investment Trust
RICK J. KLEIN, Trustee of the Klein Investment Trust
Dated April 12, 1980

[Handwritten signature] LAURIE LEE ROBERTS, manager
Camarlot Investments, LLC
Camarlot Investments LLC

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

On the 15 day of March A.D. 2016, personally appeared before me, RICK J. KLEIN, Trustee of the KLEIN INVESTMENT TRUST dated April 12, 1980 and LAURIE LEE ROBERTS, manager of Camarlot Investments, LLC, the signers of the forgoing instrument, who acknowledged to me that they executed the same.

[Handwritten signature]

Notary Public

State of Utah County of Salt Lake
Subscribed and sworn before me on 3-15-16
(Date)
[Handwritten signature]

(Notary Signature)

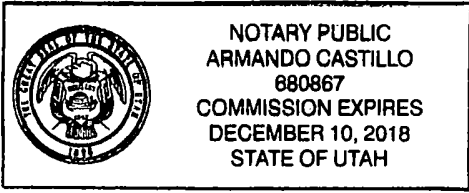


EXHIBIT A

Legal Description of Camarlot Property

Real Property located in Salt Lake County, Utah, to wit:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND 900 EAST STREET.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 800 SOUTH STREET, SAID POINT BEING NORTH 89°28'39" WEST 160.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE FROM THE NORTHEAST CORNER OF BLOCK 8, FREMONT HEIGHTS SUBDIVISION PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING SOUTH 00°36'00" WEST 68.20 FEET ALONG THE MONUMENT LINE AND NORTH 89°28'39" WEST 193.00 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREETS AND RUNNING THENCE SOUTH 00°34'47" WEST 110.10 FEET; THENCE NORTH 89°25'13" WEST 66.09 FEET TO THE EAST LINE OF THE SALT LAKE CITY CORPORATION PROPERTY BEING PARCEL NUMBER 16-08-251-003; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 13°43'00" WEST 33.52 FEET; 2) NORTH 89°25'13" WEST 20.54 FEET; 3) NORTH 00°34'47" EAST 78.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF 800 SOUTH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING 3 COURSES: 1) SOUTH 89°28'35" EAST 0.60 FEET; 2) SOUTH 00°32'02" WEST 0.80 FEET; 3) SOUTH 89°28'39" EAST 94.30 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.221 ACRES OR 9,643 SF MORE OR LESS.

SUBJECT TO easements, covenants, conditions, restrictions, leases, reservations and rights-of-way currently of record and general County and/or City property taxes not delinquent.

APN: 16-08-251-004

EXHIBIT "B"

SITE PLAN OF CAMARLOT PROPERTY DEPICTING PREMISES
(Stall 7 and Stall 8)

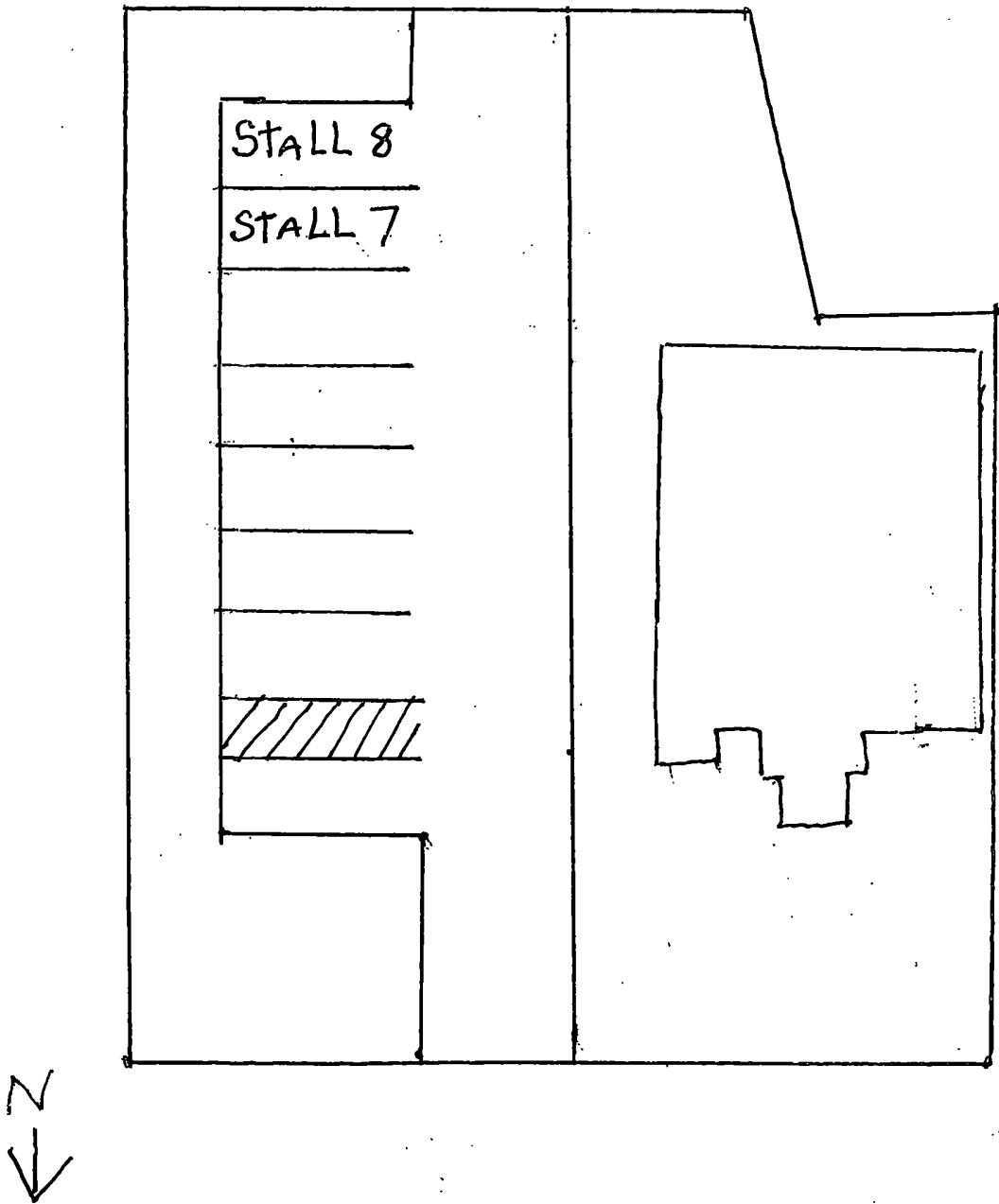


EXHIBIT C

Legal Description of Klein Property

Real property located in Salt Lake County, Utah, to wit:

BEG 47 FT N FR SW COR LOT 5, BLK 4, PLAT F, SLC SUR; N 35.47FT; E 44 FT; N 2.53 FT; E 47.08 FT; S 38 FT; W 91.08 FT TO BEG. 4960-1202 5715-2652 6047-1483 6099-83

(APN: 16-08-251-048):