

10-4
When Recorded Return To:
David P. Fillmore
2750 E 9800 S
Sandy, Utah 84092

12245100
03/22/2016 04:55 PM \$34.00
Book - 10413 Pg - 7138-7147
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DAVID P FILLMORE
2750 E 9800 S
SANDY UT 84092
BY: DDP, DEPUTY - WI 10 P.

Parcel Numbers: 24-35-155-043; 24-35-155-009
24-35-155-010; 24-35-155-024
24-35-176-009

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made, granted and entered into this 22nd day of March, 2016, by and between **FILLMORE MANOR, LLC**, a Utah limited liability company, its successors and assigns, **FILLMORE LODGE, LLC**, a Utah limited liability company, its successors and assigns; and **DAVID'S BRIGHTON LOTS, LLC**, a Utah limited liability company, its successors and assigns.

RECITALS

A. Whereas, **FILLMORE LODGE, LLC**, is the sole owner of certain tracts of real property located in Salt Lake County, Utah (hereafter referred to as the "**Lodge**"), which property is more particularly described on the attached **Exhibit A**, and as shown on the attached **Exhibit G** (i.e., the "**Easement Exhibit**"), and

B. Whereas, **FILLMORE MANOR, LLC**, is the sole owner of certain tracts of real property located in Salt Lake County, Utah (hereafter referred to as the "**Manor**"), which property is more particularly described on the attached **Exhibit B**, and as shown on the attached **Exhibit G**, and

C. Whereas **DAVID'S BRIGHTON LOTS, LLC**, is the sole owner of certain tracts of real property located in Salt Lake County, Utah (hereafter referred to as the "**Brighton Lots**"), which property is more particularly described on the attached **Exhibit C**, and as shown on the attached **Exhibit G**, and

D. Whereas the Brighton Lots consist of two parcels, one of which lies east of Brightons Alley, and the other of which lies west of Brightons Alley as shown on the Easement Exhibit, and whereas the west Brighton Lot is adjacent to both the Manor property and the Lodge property, and

E. Whereas the parties wish to facilitate reasonable vehicular and pedestrian access for ingress and egress, and to establish a parking easement,

GRANT OF EASEMENTS

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars paid by the Grantees to Grantors, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Grant of Parking Easement for the Lodge Property.** Fillmore Manor, LLC, Grantor, as owner of the servient estate (i.e., the Manor property), hereby grants and conveys to Fillmore Lodge, LLC, Grantee, as owner of the dominant estate (i.e., the Lodge property), a perpetual, nonexclusive, and

appurtenant easement for parking on the Manor property as set forth on the attached Exhibit D.

2. **Grant of Access Easement for the Lodge across the Manor Property.** Fillmore Manor, LLC, Grantor, as owner of the servient estate (i.e., the Manor property), hereby grants and conveys to Fillmore Lodge, LLC, Grantee, a perpetual, nonexclusive, and appurtenant easement for vehicular and pedestrian access across the Manor property, for the benefit of the Lodge Property, as more particularly set forth in the attached Exhibit E.

3. **Grant of Access Easement for the Lodge across the West Brighton Lot.** David's Brighton Lots, LLC, Grantor, as owner of the servient estate (i.e., the west Brighton Lot, parcel no. 24-35-155-024), hereby grants and conveys to Fillmore Lodge, LLC, Grantee, a perpetual, nonexclusive, and appurtenant easement for vehicular and pedestrian access across the west Brighton Lot for the benefit of the Lodge Property, as more particularly set forth in the attached Exhibits E and F.

4. **Grant of Access Easement for the Brighton Lots.** Fillmore Manor, LLC, Grantor, as owner of the servient estate (i.e., the Manor property), hereby grants and conveys to David's Brighton Lots, LLC, Grantee, a perpetual, nonexclusive, and appurtenant easement for vehicular and pedestrian access across the Manor property, for the benefit of both of the Brighton Lots (parcel numbers 24-35-155-024, and 24-35-176-009), as more particularly set forth in the attached Exhibit E.

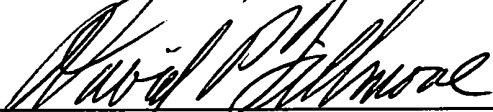
5. **Grant of Access Easement for the East Brighton Lot.** David's Brighton Lots, LLC, Grantor, as owner of the servient estate (i.e., the west Brighton Lot, parcel no. 24-35-155-024), hereby grants and conveys to David's Brighton Lots, LLC, Grantee, a perpetual, nonexclusive, and appurtenant easement for vehicular and pedestrian access across the west Brighton Lot, for the benefit of the east Brighton Lot (parcel no. 24-35-176-009), as more particularly set forth in the attached Exhibit F.

6. **Perpetual Easements.** The easements granted herein shall be perpetual and at all times construed as appurtenant to and running with the dominant estates, and as part of the fee of the soil of the servient estates upon which the easements are located.

7. **Successors.** All of the benefits, burdens, rights and obligations set forth in this easement agreement shall inure to the benefit of and bind the owners of the dominant estates and easement holders, and their respective personal representatives, heirs, successors, transferees and assigns, and shall continue as servitudes running in perpetuity with the owners of the servient estates.

IN WITNESS WHEREOF, the parties have agreed to and executed this Easement effective as of this 22 day of March, 2016.

FILLMORE LODGE, LLC

By: 
Its: Member and Authorized Agent

FILLMORE MANOR, LLC

By: 
Its: Member and Authorized Agent

DAVID'S BRIGHTON LOTS, LLC


By: 
Its: Member and Authorized Agent

ACKNOWLEDGMENTS

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

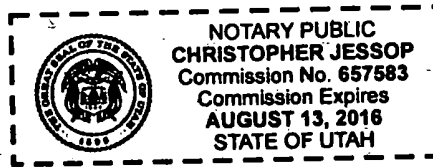
On this 22nd day of March, 2016, personally appeared before me David P. Fillmore, duly sworn, who did say, for himself, that he is a member of Fillmore Lodge, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and he duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:



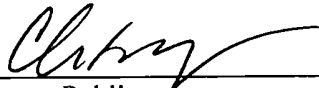
Notary Public

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



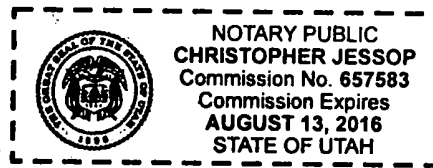
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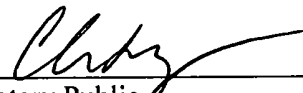
Notary Public

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



On this 22nd day of March, 2016, personally appeared before me David P. Fillmore, duly sworn, who did say, for himself, that he is a member of David's Brighton Lots, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and he duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:



Notary Public

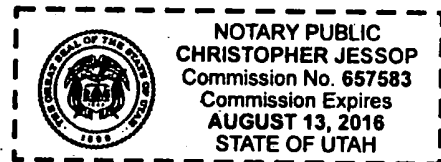


EXHIBIT A

Legal Description of Property "Lodge"

Real property in the County of Salt Lake, State of Utah, as shown on Quit-Claim Deed, recorded December 2, 2011, as Entry No. 11290804, in Book 9971, at Page 7417, Official Records, described as follows:

WEST PARCEL 24-35-155-043 (aka "Lodge and Cottage"):

BEGINNING 396 FEET SOUTH & 82.5 FEET WEST FROM SOUTHEAST CORNER BLOCK 2, SILVER LAKE SUMMER RESORT; THENCE WEST 82.5 FEET; THENCE NORTH 132 FEET; THENCE EAST 82.5 FEET; THENCE SOUTH 132 FEET, TO THE BEGINNING.

EAST PARCEL 24-35-155-043: (aka "Cabin")

BEGINNING 264 FEET SOUTH FROM SOUTHEAST CORNER BLOCK 2, SILVER LAKE SUMMER RESORT; THENCE SOUTH 132 FEET; THENCE WEST 82.5 FEET; THENCE NORTH 132 FEET; THENCE EAST 82.5 FEET, TO THE BEGINNING.

EXHIBIT B

Legal Description of Property "Manor"

Real property in the County of Salt Lake, State of Utah, as shown on Warranty Deed, recorded October 13, 2006, as Entry No. 9876157, in Book 9635, at Page 4748, Official Records, described as follows:

PARCEL 24-35-155-009 (aka "Manor AND Chalet"):

BEGINNING AT A POINT N87°33'00"W 181.50 FEET ALONG THE MONUMENT LINE TO A SALT LAKE COUNTY SURVEY MONUMENT AND S02°27'00"W 730.28 FEET FROM A SALT LAKE COUNTY SURVEY MONUMENT IN WILLOW AVENUE AND BRIGHTON AVENUE AS SHOWN ON THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SECTION 35, SAID POINT BEGINNING ALSO WEST 106.9 FEET AND N2°27'E 424.40 FEET FROM GRANITE ROCK #3, SAID ROCK BEING S0°03'E 2630.6 FEET AND EAST 1311.6 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO SAID TO BE EAST 1204.7 FEET AND N2°27'E 424.40 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 35, AND RUNNING THENCE WEST 130.51 FEET TO THE EAST LINE OF A STATE ROAD KNOWN AS THE BRIGHTON LOOP ROAD; THENCE N5°27'00"W 50.18 FEET ALONG THE EAST LINE OF SAID BRIGHTON LOOP ROAD; THENCE EAST 137.41 FEET; THENCE S2°27'00"W 50.00 FEET TO THE POINT OF BEGINNING.

Real property in the County of Salt Lake, State of Utah, as shown on Warranty Deed, recorded August 5, 2004, as Entry No. 9138960, in Book 9022, at Page 7578, Official Records, described as follows:

PARCEL 24-35-155-010 (aka "Parking Area"):

BEGINNING AT A POINT N87°33'00"W 181.50 FEET ALONG THE MONUMENT LINE TO A SALT LAKE COUNTY SURVEY MONUMENT AND S02°27'00"W 780.26 FEET FROM A SALT LAKE COUNTY SURVEY MONUMENT IN WILLOW AVENUE AND BRIGHTON AVENUE AS SHOWN ON THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SECTION 35, SAID POINT BEGINNING ALSO WEST 106.9 FEET AND N2°27'E 374.42 FEET FROM GRANITE ROCK #3, SAID ROCK BEING S0°03'E 2630.6 FEET AND EAST 1311.6 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO SAID TO BE EAST 1204.7 FEET AND N2°27'E 274.42 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 35, AND RUNNING THENCE WEST 123.61 FEET TO THE EAST LINE OF A STATE ROAD KNOWN AS THE BRIGHTON LOOP ROAD; THENCE N5°27'00"W 50.16 FEET ALONG THE EAST LINE OF SAID BRIGHTON LOOP ROAD; THENCE EAST 130.51 FEET; THENCE S2°27'00"W 49.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Legal Description of Property "Brighton Lots"

Real property in the County of Salt Lake, State of Utah, as shown on Quit-Claim Deed, recorded December 7, 2006, as Entry No. 9933202, in Book 9391, at Page 4706, Official Records, described as follows:

PARCEL 24-35-155-024 (aka "Vacant Parcel West of Brighton Alley"):

BEGINNING 396 FEET SOUTH FROM SOUTHEAST CORNER BLOCK 2, SILVER LAKE SUMMER RESORT; THENCE SOUTH 132 FEET; THENCE WEST 165 FEET; THENCE NORTH 132 FEET; THENCE EAST 165 FEET, TO THE BEGINNING.

Real property in the County of Salt Lake, State of Utah, as shown on Quit-Claim Deed, recorded December 7, 2006, as Entry No. 9933202, in Book 9391, at Page 4706, Official Records, described as follows:

PARCEL 24-35-176-009 (aka "Vacant Parcel East of Brighton Alley"):

BEGINNING 33 FEET & 567 FEET SOUTH FROM NORTHEAST CORNER BLOCK 2, SILVER LAKE SUMMER RESORT; THENCE SOUTH 157.4 FEET; THENCE EAST 138.4 FEET; THENCE NORTH 157.4 FEET; THENCE WEST 138.4 FEET, TO THE BEGINNING.

EXHIBIT D

Parking Easement

An easement for the parking of vehicles in the existing parking areas located on Parcel No. 24-35-155-010 ("**Parking Area**") along with existing parking areas located on Parcel No. 24-35-155-009 ("**Manor and Chalet**") as shown on **Exhibit B**, at time of said easement agreement. The Parking Easement is for the Benefit of parking by the Owner and its Permittees for Parcel No. 24-35-155-043 known as ("**Lodge and Cottage**") and "**Cabin**") as shown on **Exhibit A**.

EXHIBIT E

Easements for Access and Passage

An easement (the "**Access Easement**") for reasonable access, ingress and egress and passage over all paved driveways, roadways, access points to public streets across Parcel No. 24-35-155-009 and 24-35-155-010 ("**Manor**"), as shown on **Exhibit B**, and over all paved and gravel driveways, roadways over Parcel No. 24-35-155-024 ("**Vacant Parcel West of Brighton Alley**") so as to provide for the passage of motor vehicles and pedestrians between and over all portions of said land, intended for such purposes, and to and from all abutting streets or rights of way furnishing access to Parcel No. 24-35-155-043 "Lodge". If the maintenance and repair of any such areas will require the temporary interference with the use thereof, it shall be performed in a manner which minimizes such interference as much as reasonably possible and the party performing such work shall provide Declarant at least five (5) days' prior written notice describing the work, duration and effect. Declarant shall have the right to impose conditions on such work, including a requirement the work be performed only during certain hours.

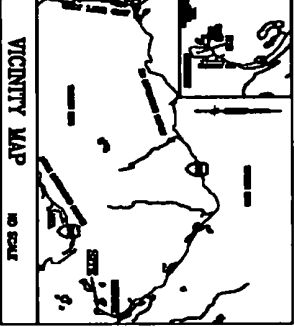
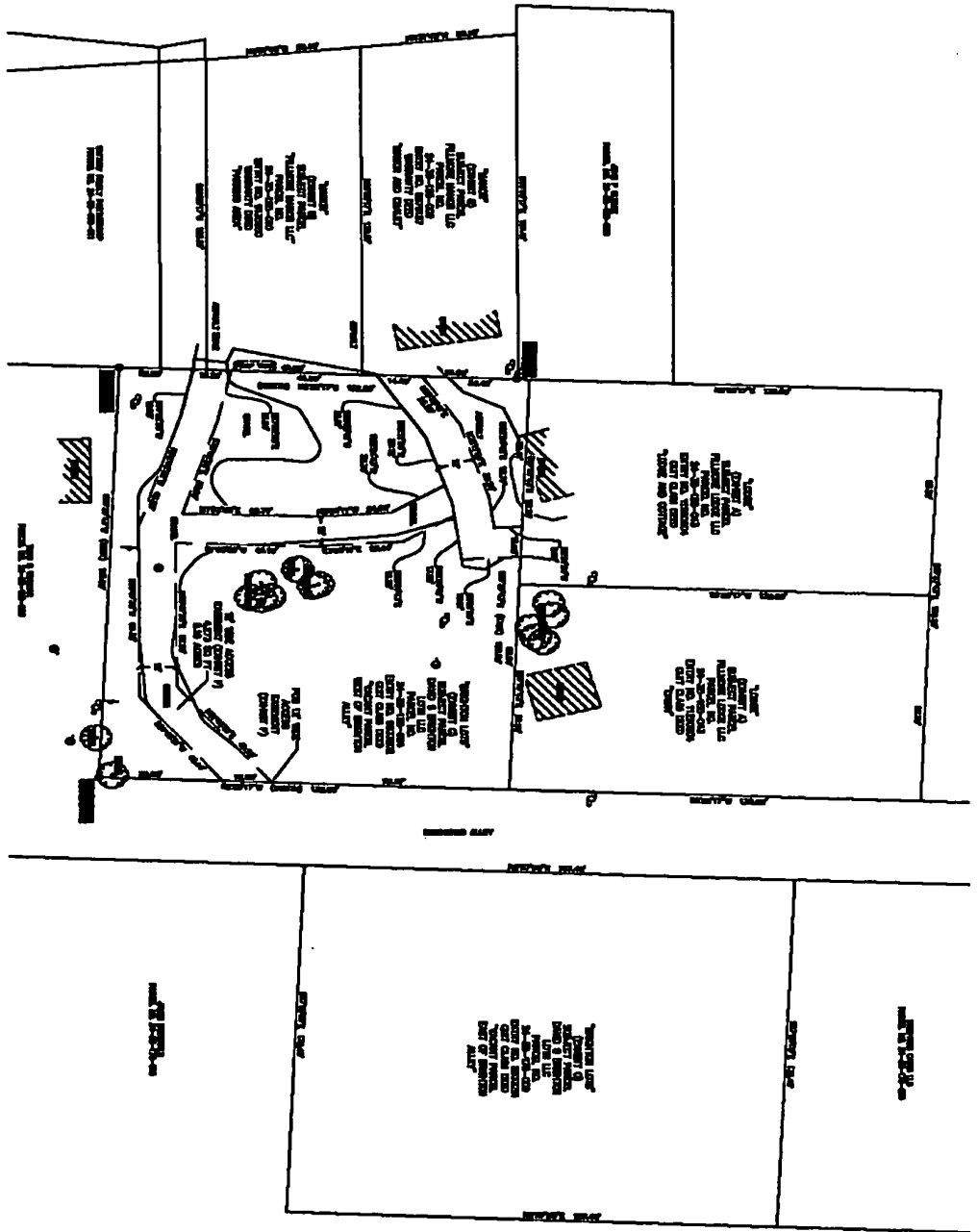
EXHIBIT F

12 FOOT WIDE ACCESS EASEMENT

A 12 FOOT WIDE EASEMENT OVER **"Vacant Parcel West of Brighton Alley"** PARCEL NO 24-35-155-024 AS SHOWN ON **EXHIBIT C**, IN FAVOR OF **"Lodge"** PARCEL NO. 24-35-155-043 AS SHOWN ON **EXHIBIT A**, AND FOR **"Vacant Parcel East of Brighton Alley"** PARCEL NO 24-35-176-009 AS SHOWN ON **EXHIBIT C**, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A PARCEL OF LAND KNOW AS **"Vacant Parcel West of Brighton Alley"**, SHOWN ON **EXHIBIT C**; SAID POINT ALSO BEING S2°22'17"W (SOUTH) ALONG SAID EAST LINE 76.31 FEET, FROM THE NORTHEAST CORNER OF SAID **"Vacant Parcel West of Brighton Alley"**, SAID POINT ALSO BEING S2°22'17"W (SOUTH) 472.31 FEET FROM THE SOUTHEAST CORNER BLOCK 2, SILVER LAKE SUMMER RESORT; THENCE S2°22'17"W ALONG SAID EAST LINE 15.80 FEET; THENCE S51°46'51"W 43.14 FEET; THENCE S89°47'38"W 68.32 FEET; THENCE N72°48'52"W 46.88 FEET; THENCE N77°52'56"W 18.95 FEET, TO THE WEST LINE OF SAID **"Vacant Parcel West of Brighton Alley"**; THENCE N2°22'17"E ALONG SAID WEST LINE 12.18 FEET; THENCE S77°52'56"E 21.54 FEET; THENCE S72°48'52"E 38.09 FEET; THENCE N1°53'09"E 42.77 FEET; THENCE N3°38'11"W 24.52 FEET; THENCE N32°04'43"W 20.30 FEET; THENCE S72°11'04"W 20.12 FEET; THENCE S58°30'41"W 29.81 FEET, TO THE WEST LINE OF SAID **"Vacant Parcel West of Brighton Alley"**; THENCE N2°22'17"E ALONG SAID WEST LINE 14.45 FEET; THENCE N58°30'41"E 23.20 FEET; THENCE N72°11'04"E 30.24 FEET; THENCE N82°24'42"E 12.77 FEET; THENCE N2°51'54"W 8.96 FEET, TO THE NORTH LINE OF SAID **"Vacant Parcel West of Brighton Alley"**; THENCE S87°37'43"E ALONG SAID NORTH LINE 12.05 FEET; THENCE S2°51'54"E 18.91 FEET; THENCE S82°24'42"W 17.66 FEET; THENCE S32°04'43"E 19.35 FEET; THENCE S3°38'11"E 28.14 FEET; THENCE S1°53'09"W 45.15 FEET; THENCE N89°47'38"E 57.56 FEET; THENCE N51°46'51"E 49.29, TO THE POINT OF BEGINNING.

CONTAINS 4,273 SQ FT OR 0.10 ACRES, MORE OR LESS



- LEGEND**
- FOUND UP IRON AND PLASTER ON EXISTING CONCRETE FOUND ON THE PLACE
 - EXISTING POWER LINE
 - EXISTING POWER POLE
 - EXISTING CURB LINE
 - EXISTING SIDEWALK
 - EXISTING DRIVE LINE
 - EXISTING DRIVE (PROPOSED) FROM THE SOUTH

EASEMENT EXHIBIT G

RECORDED 1/4 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 3 EAST, S&W 1/4 SEC 34, T34N R3E S34E, DEWELL TRACT, DEWELL TOWNSHIP

SHEET	1	BUSH & GUDGELL, INC. Engineers - Planners - Surveyors 601 East 4th Street, Suite 200 Des Moines, Iowa 50319 Phone: (515) 281-7700 Fax: (515) 281-7701 www.bushandgudgell.com
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