

When recorded, mail to:

Box 500 Apartments  
Attn: Rod Newman  
345 East Broadway  
Salt Lake City, UT 84111

MNT File No. 54925

APN No.: 15-01-377-012

15-01-377-001

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ADAM GARDINER

Recorder, Salt Lake County, UT

METRO NATIONAL TITLE

BY: eCASH, DEPUTY - EF 9 P.

## FIRE LANE AND MUTUAL ACCESS EASEMENT AGREEMENT

This Agreement is made and entered into this 16 day of August, 2018, by and between BOX 500 APARTMENTS LLC a Utah limited liability company ("**Box 500**"), on the one hand, and RIBBON PROPERTIES LLC, a Utah limited liability company ("**Ribbon**"), on the other.

### RECITALS

1. Box 500 is the owner, in fee simple, of the following described parcel of real property, situated in Salt Lake County, state of Utah, hereinafter referred to as the "Box 500 Parcel", being more particularly described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

2. Ribbon is the owner, in fee simple, of the following described parcel of real property, situated in Salt Lake County, state of Utah, hereinafter referred to as the "Ribbon Parcel", being more particularly described as follows:

See Exhibit "B" attached hereto and by this reference incorporated herein.

3. The Box 500 Parcel lies immediately to the South of the Ribbon Parcel.

4. Box 500 and Ribbon are in the process of improving their respective parcels, and now desire to create an easement for a fire lane and for ingress and egress to benefit the two parcels as is further described in Sections A and B herein (the easements granted by both Box 500 and Ribbon, collectively, the "**Easement**").

NOW, THEREFORE, in consideration of the payment of Ten Dollars and 00/100 (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned Box 500 and Ribbon hereby agree as follows:

A. Box 500 hereby grants and conveys to Ribbon, its successors and assigns, a non-exclusive easement for ingress and egress over and across the Northerly 15 feet of the Box 500 Parcel, as shown on the depiction attached hereto as *Exhibit C*, for the purpose of providing Permitted Access (as defined herein), which easement shall be a benefit to and an appurtenance to the Ribbon Parcel.

B. Ribbon hereby grants and conveys to Box 500, its successors and assigns, a non-exclusive easement for ingress and egress over and across the Southerly 11 feet of the Ribbon Parcel West 150 feet, as shown on the depiction attached hereto as *Exhibit C*, for the purpose of providing Permitted Access, which easement shall be a benefit to and an appurtenance to the Box 500 Parcel.

C. The easements granted herein may be used only for purpose of providing access to the Ribbon Parcel and the Box 500 Parcel by fire and emergency vehicles and personnel (“Permitted Access”), and shall not be for the use of the tenants, customers, guests and invitees of Box 500, Ribbon, and their respective successors and assigns.

D. The costs and expenses of construction and maintenance of the Easement shall be borne by each grantor as to the land within the easement area located on such grantor’s property, as follows:

(i) As to the area encompassing the easement granted by Box 500 for the benefit of the Ribbon Parcel, by Box 500, which shall construct and maintain such easement in a condition sufficient to provide for Permitted Access in a reasonably safe and efficient manner or as required by law; and

(ii) As to the area encompassing the easement granted by Ribbon for the benefit of the Box 500 Parcel, by Ribbon, which shall construct and maintain such easement in a condition sufficient to provide for Permitted Access in a reasonably safe and efficient manner or as required by law.

Both Box 500 and Ribbon agree that if either party fails to construct or maintain the Easement area as required above, the owner of the benefitted parcel may (i) seek injunctive relief compelling specific performance of the maintain obligations, or (ii) construct or maintain the Easement area as required under this Agreement and the owner of the burdened parcel shall fully reimburse the grantee for all costs (including reasonable attorneys’ fees) incurred.

E. To the fullest extent allowed by law, Box 500 shall indemnify and hold harmless Ribbon from and against any and all loss, cost, expense, damages, or liability, including reasonable attorney's fees arising out of, as a result of, or in connection with, any claim, demand, action, suit, or proceeding made, threatened, or brought against Ribbon by any person or entity using the Easement for the purpose of accessing the Box 500 Parcel or at the request of, or as a guest or invitee of, Box 500.

F. To the fullest extent allowed by law, Ribbon shall indemnify and hold harmless Box 500 from and against any and all loss, cost, expense, damages, or liability, including reasonable attorney's fees arising out of, as a result of, or in connection with, any claim, demand, action, suit, or proceeding made, threatened, or brought against Box 500 by any person or entity using the Easement for the purpose of accessing the Ribbon Parcel or at the request of, or as a guest or invitee of, Ribbon.

G. Box 500 and Ribbon each shall obtain and maintain at all times, in full force and effect, a policy of general liability insurance issued by an insurance company authorized to do business in the State of Utah and each shall name the other party as a primary additional insured under such policy. Each such liability insurance policy shall include the

Easement as part of the description of the property insured. Upon request, Box 500 and Ribbon each shall provide evidence of such insurance policy to each other.

H. The Easement, the Permitted Access, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, covenants, and conditions running with the land and shall inure to the benefit of and be binding upon the Box 500 and Ribbon, their grantees, and their respective heirs, personal representatives, successors, and assigns.

I. Enforcement of this Agreement shall be by appropriate proceeding, at law or in equity, against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by either Ribbon or Box 500, and the court shall award to the prevailing party in any such action all costs and reasonable attorney's fees. The failure to enforce or to cause the abatement of any violation of this Agreement shall not preclude or prevent the enforcement thereof or of a future or continued violation, whether such violation shall be of the same or of a different provision of this Agreement.

J. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The headings and captions contained herein are inserted for convenience of reference only and are not to be deemed part of or to be used in construing any provision of this Declaration. When used herein, the singular shall include the plural and vice versa. Words of any gender used in this Agreement shall be construed to include any other gender. The rights and duties arising under this Agreement impose an obligation of reasonableness and good faith in performance and enforcement. Should any provision of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions.

K. This Agreement may be amended in whole or in part only by written instrument executed by all of the then record owners of the Box 500 Parcel and the Ribbon Parcel.

*[Remainder of Page Intentionally Left Blank—Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned parties have executed this Fire Lane and Mutual Access Agreement on the date hereinabove first mentioned.

**RIBBON PROPERTIES LLC,**  
a Utah limited liability company.

**BOX 500 APARTMENTS LLC,**  
a Utah limited liability company,

By: Housing Assistance Management  
Enterprise, a Utah nonprofit corporation,  
Its: Managing Member



By: Daniel Nackerman  
Its: President



By: Rodney A. Newman  
Its: Manager

[acknowledgements appear on the following page]



**EXHIBIT A**

**[Description of the Box 500 Parcel]**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 20 RODS; THENCE NORTH 1 ROD; THENCE EAST 3 RODS; THENCE NORTH 9 RODS; THENCE WEST 3 RODS; THENCE SOUTH 5 RODS, THENCE WEST 20 RODS; THENCE SOUTH 5 RODS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 3 RODS.

**EXHIBIT B**

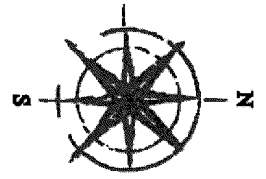
**Description of the Ribbon Parcel**

THE NORTH HALF OF LOT 4, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY,  
ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE  
COUNTY RECORDER, COUNTY OF SALT LAKE, STATE OF UTAH.

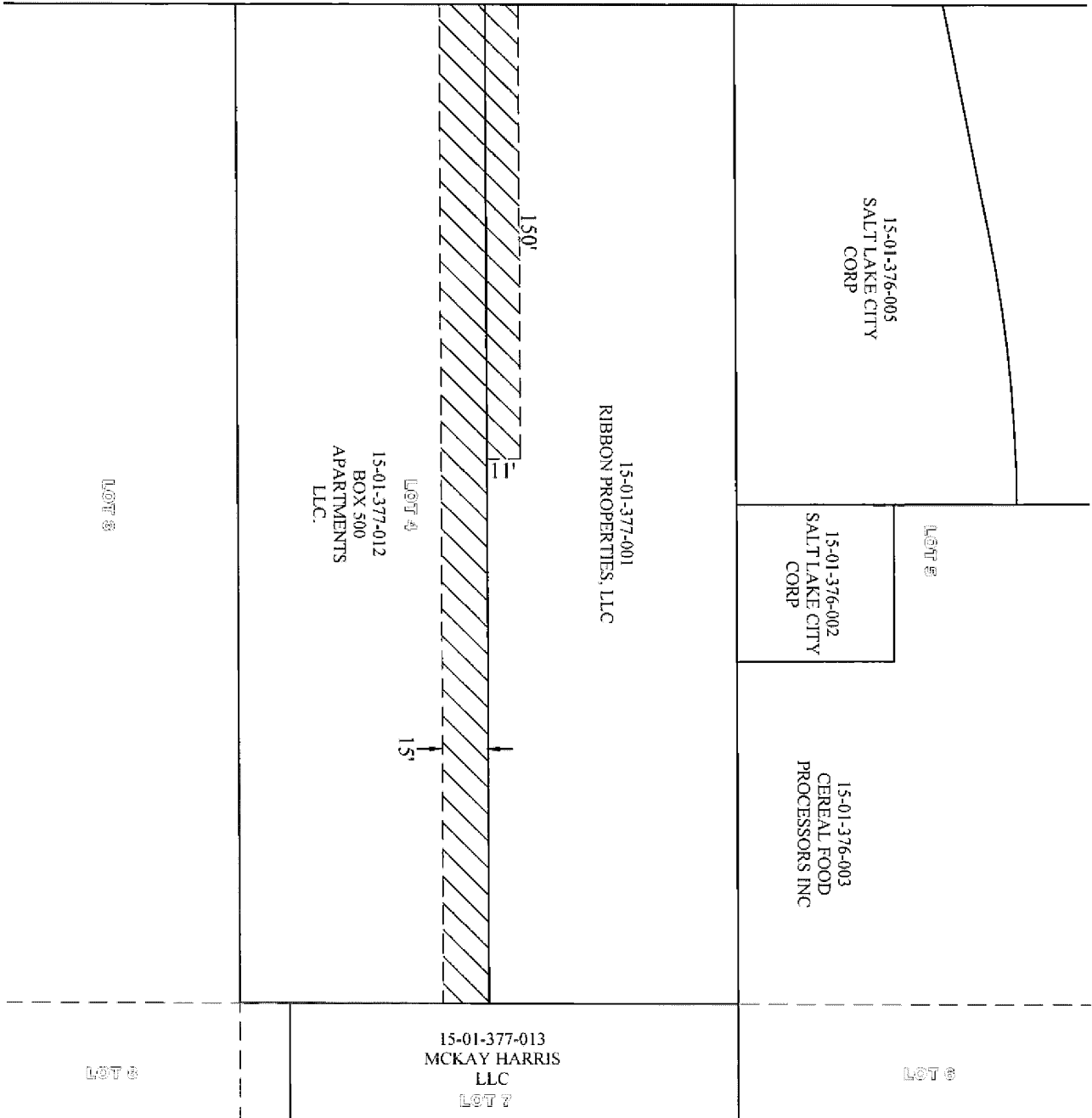
**EXHIBIT C**

**[Depiction of Mutual Fire Lane Easement]**





500 WEST STREET



Date Created	7/19/18
Scale	N.T.S.
Drawn	J.C.D.
Check	18-338
Sheet	

01

# FIRE LANE AND MUTUAL ACCESS EASEMENT EXHIBIT

**FOCUS**<sup>®</sup>  
ENGINEERING AND SURVEYING, LLC  
32 WEST CENTER STREET  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
[www.focusutah.com](http://www.focusutah.com)

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