

After Recording Return To:

MASONIC TEMPLE ASSOCIATION  
Attn: Jason Woodland  
650 East South Temple  
Salt Lake City, UT 84102

13479631  
12/1/2020 2:51:00 PM \$40.00  
Book - 11071 Pg - 6324-6330  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 7 P.

Parcel Nos: 16-06-227-025-0000

NCS-1011401-SLC1

*(Space above for recorders use only)*

**DECLARATION OF EASEMENT**

THIS DECLARATION OF EASEMENT (this "Declaration") is made by MASONIC TEMPLE ASSOCIATION, a Utah non-profit corporation ("Declarant"), as of this 24<sup>th</sup> day of ~~October~~ November 2020, to be effective upon recordation in the Official Records of Salt Lake County, Utah.

**RECITALS**

A. Declarant is the fee simple owner of certain real property located in Salt Lake County, State of Utah, specifically depicted on and legally described in Exhibit A, attached hereto and incorporated herein by this reference ("Parcel 1").

B. Declarant is also the fee simple owner of certain real property located adjacent to Parcel 1, specifically depicted on and legally described in Exhibit B, attached hereto and incorporated herein by this reference ("Parcel 2"). Parcel 1 and Parcel 2 are occasionally referred to herein collectively as the "Declarant's Property."

C. Declarant desires to grant and establish certain easements over portions of the Declarant's Property for the benefit of other portions of the Declarant's Property, in accordance with the provisions of this Declaration.

D. Declarant intends that the easements herein granted shall be granted, established, and maintained without regard to Declarant's common ownership of both Parcel 1 and Parcel 2, and that such easements shall survive any severance or divestiture of title to one or more of the proposed parcels that will 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 easements 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 easements set forth in section 2 of this Declaration (collectively, the "Easements"). 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 Easements and said Easements shall remain effective against and for the Declarant's Property.

2. Easements. Declarant does hereby grant and declare that there shall exist perpetual, non-exclusive easements over Parcel 1 (the "Parcel 2 Easement") for the purposes of pedestrian and vehicular ingress and egress to and from South Temple Street, parking, and the placement, maintenance and replacement (as necessary) of signage, such Easements shall be for the benefit of Parcel 2 and for the guests, agents, owner(s), tenant(s), employees, emergency vehicles/personnel, invitees, patrons, contractors, and other users of Parcel 2 (collectively, the "Parcel 2 Agents"). The Parcel 2 Easement shall be exercised, for the benefit of Parcel 2 and the Parcel 2 Agents, over the areas of Parcel 1 as depicted and legally described in Exhibit C attached hereto. The Parcel 2 Easement will permit Parcel 2, as it is currently developed and as it may be developed in the future, and the Parcel 2 Agents, to use the Parcel 2 Easement for the purposes set forth herein.

3. Maintenance of the Easement Areas.

3.1 Regular Maintenance of the Paved Areas. The owner(s) of Parcel 1 and Parcel 2 shall be responsible for the maintenance of the paved parking areas and drive areas located on their respective parcels, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of parking, ingress, and egress. However, the owner of Parcel 2 shall be responsible for the maintenance, repair and upkeep of the Parcel 2 Easement and the improvements thereon.

3.2 Unique Damage. Notwithstanding anything to the foregoing, except for normal wear and tear, any damage to the landscaping, paved areas and the improvements/utilities constructed on the Parcel 1 or Parcel 2, that is solely attributable to the owner of Parcel 1 or Parcel 2, then the owner of Parcel 1 or Parcel 2 that caused said damages, will be solely responsible, at its sole cost, to repair said damage to a condition that existed prior to the damage.

4. Self Help. In the event an owner of one of the Parcel 1 or Parcel 2 defaults in its maintenance obligations set forth herein, after ten (10) days written notice (unless in case of emergency wherein no written notice will be required) to the owner responsible for the maintenance, the owner of the other parcel may undertake to complete the maintenance or repair of the same. Upon completing the maintenance or repair, the parcel owner who defaulted in its maintenance obligations, will pay the other parcel owner the actual costs of maintaining or repairing the same, within fifteen (15) days after receipt of a statement itemizing the costs incurred.

5. Covenants to Run With Land. This Declaration and the Easements created herein are intended to and shall run with the land described herein and, as applicable, portions of the Declarant's Property shall be burdened by the Easements, and portions of the Declarant's Property shall be benefited by the Easements.

6. 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.

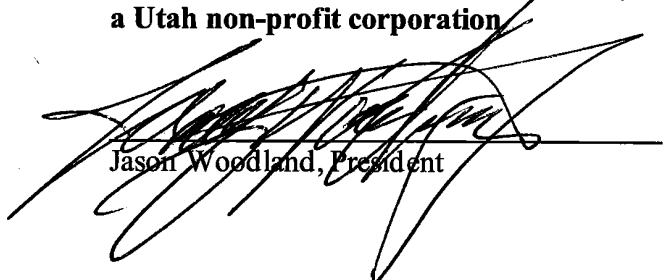
7. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of both Parcel 1 and Parcel 2 and may presently or may in the future have the sole right to possess or sell and divest itself of both of the parcels.

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

*[Signature and notary acknowledgement on following page.]*

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

**MASONIC TEMPLE ASSOCIATION,  
a Utah non-profit corporation**

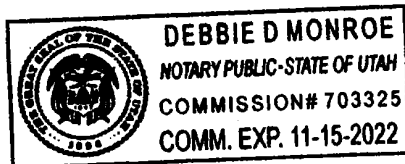


Jason Woodland, President

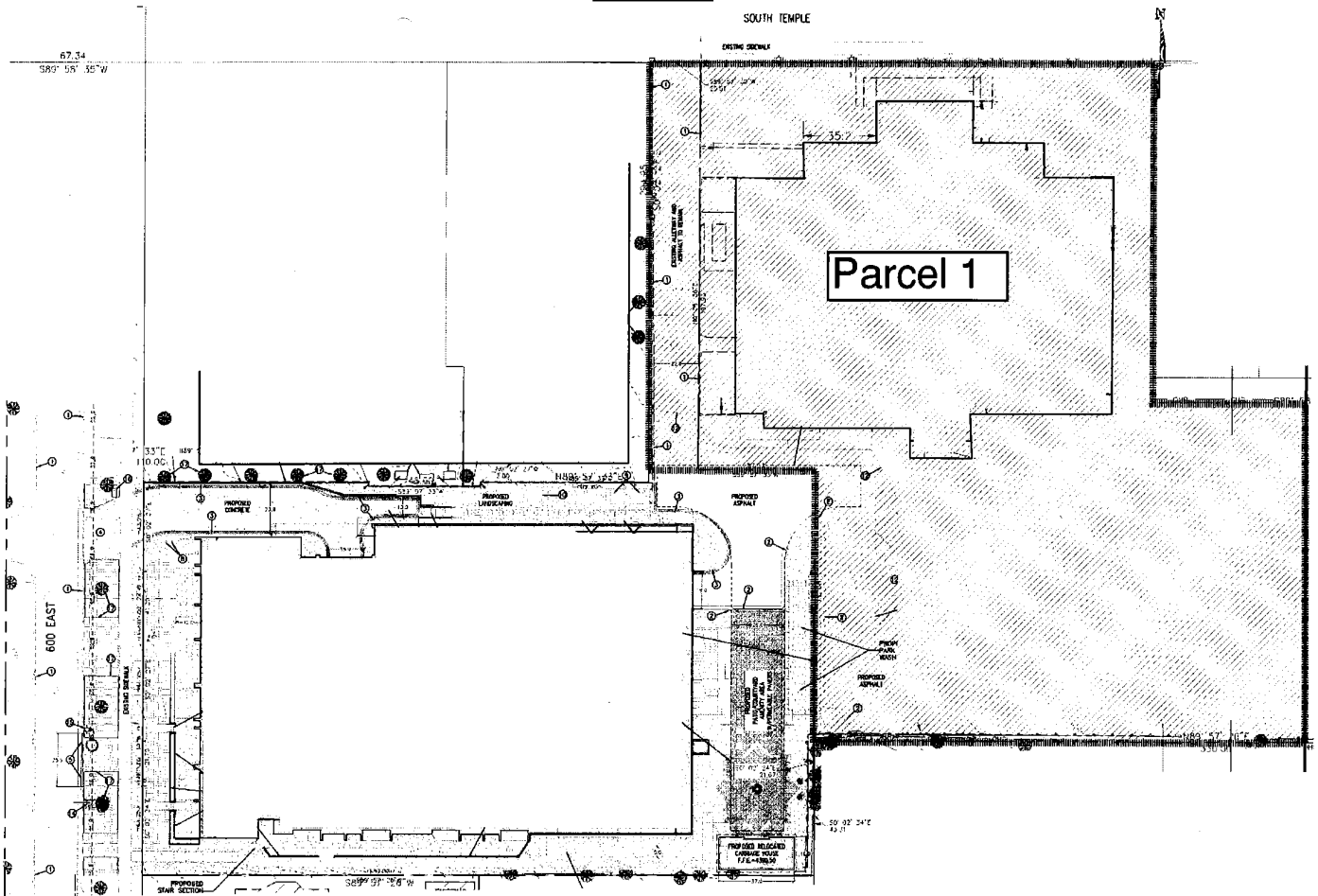
STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF             )

On the 24<sup>th</sup> day of October, 2020 personally appeared before me Jason Woodland, who being duly sworn, did say that he/she is the President of the Masonic Temple Association, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

*Debbie D Monroe*  
Notary Public



## Exhibit A

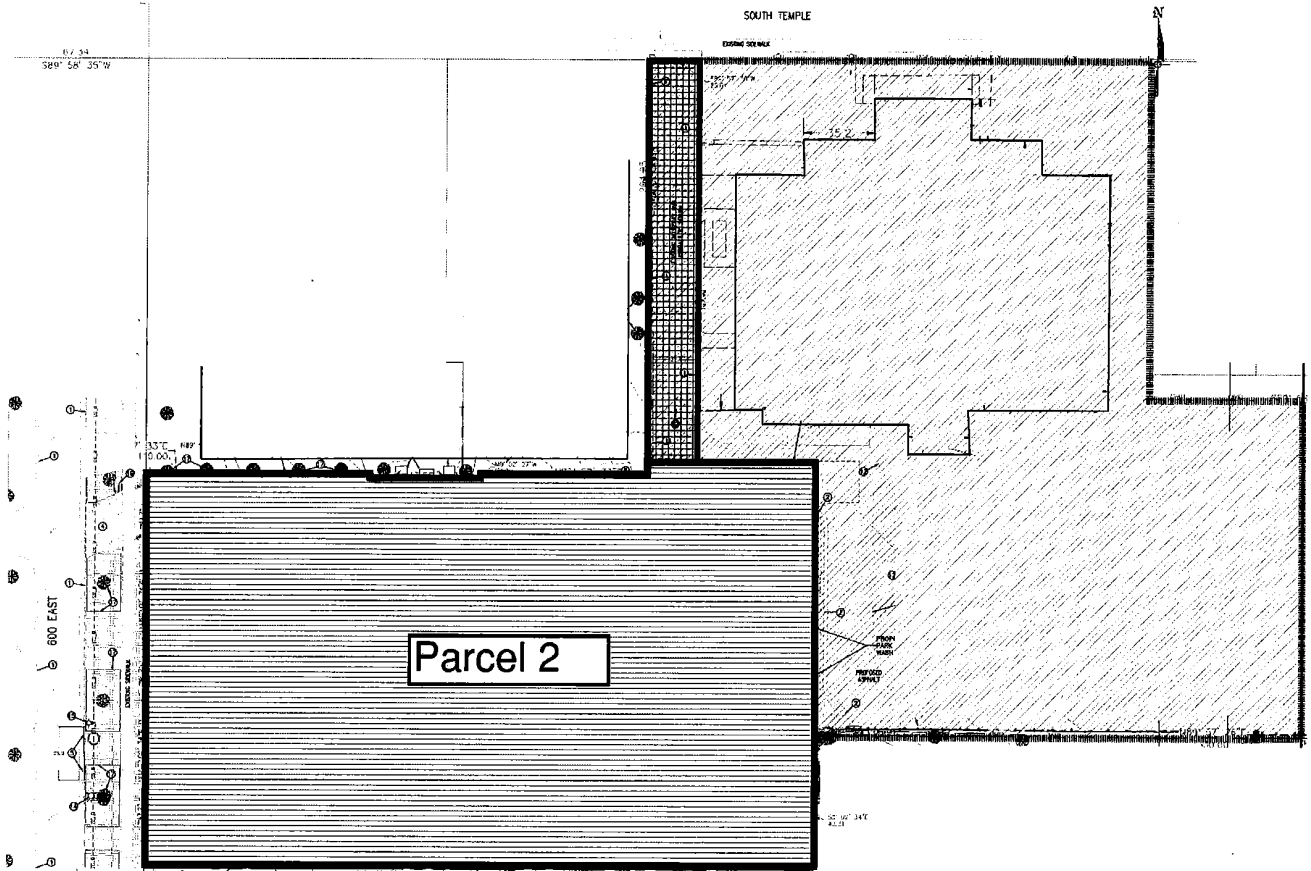


### Legal Description of Parcel 1

**Beginning** at the southeasterly corner of said Lot 7, Block 60, which is 395.91 feet S.  $00^{\circ}01'49''$  E. and West 64.61 feet from the Salt Lake City brass cap monument marking the intersection of South Temple Street and 700 East Street; thence S.  $89^{\circ}57'26''$  W. (Record = West) 330.00 feet along the southerly line and to the southwest corner of said Lot 7; thence N.  $00^{\circ}02'31''$  W. (Record = North) 132.08 feet along the westerly line of said Lot 7; thence S.  $89^{\circ}57'33''$  W. 82.51 feet to the westerly boundary line of said entire tract referred to as Entry 468962 in the Office of said Recorder; thence N.  $00^{\circ}02'27''$  W. 197.93 feet to the northerly line of said Lot 5; thence N.  $89^{\circ}57'30''$  E. (Record – East) 247.50 feet along said northerly line of Lot 5 and Lot 6 to the northeasterly corner of said entire tract referred to as Entry No. 505574 in the Office of said Recorder; thence S.  $00^{\circ}02'34''$  E. (Record = South) 165.00 feet to the southerly line of said Lot 6; thence N.  $89^{\circ}57'30''$  E. (Record = East) 165.00 feet along said southerly line of Lot 6 to the southeasterly corner of said Lot 6; thence S.  $00^{\circ}02'34''$  E. 165.00 feet along the easterly line of said Lot 7 to the **Point of Beginning**.

The above described parcel of land contains 98,008 square feet in area or 2.250 acres, more or less.

**Exhibit B**

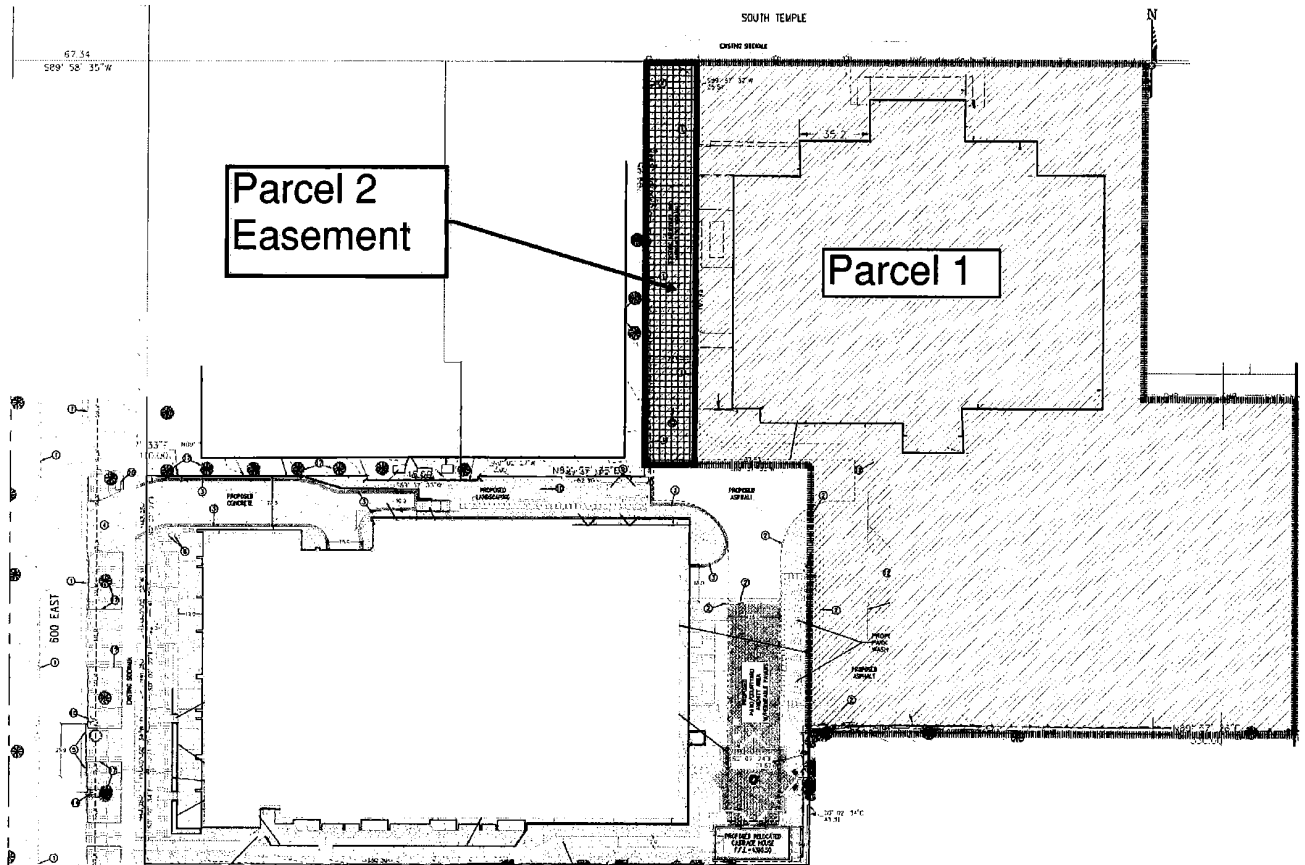


**Legal Description of Parcel 2**

Commencing at the Northwest corner of Lot 5 Block 60, Plat "B" Salt Lake City Survey and running thence 247.50 feet North 89°57'30" East; thence South 0°02'27" East 197.93 feet to the POINT OF BEGINNING; thence North 89°57'33" East 82.52 feet; thence South 00°02'24" East 153.75 feet; thence South 00°02'34" East 43.31 feet; thence South 89°57'20" West 330.00 feet; thence North 00°02'34" West 65.01 feet; thence North 00°02'27" West 125.75 feet; thence North 89°57'33" East 110.00 feet; thence South 00°02'27" East 2.00 feet; thence North 89°57'33" East 55.00 feet; thence North 00°02'27" West 2.00 feet; thence North 89°57'33" East 82.49 feet; thence North 00°02'27" West 6.32 feet to the POINT OF BEGINNING.

Contains 63,361sq feet or 1.45 acres more or less.

### Exhibit C



#### Legal Description of Parcel 2 Easement

Commencing at the Northwest corner of Lot 5 Block 60, Plat "B" Salt Lake City Survey and running thence 247.50 feet North  $89^{\circ}57'30''$  East to the POINT OF BEGINNING; thence North  $89^{\circ}57'30''$  East 25.51 feet; thence South  $00^{\circ}06'36''$  West 197.93 feet; thence South  $89^{\circ}57'33''$  West 24.99 feet; thence North  $00^{\circ}02'27''$  West 197.93 feet to the POINT OF BEGINNING.

Contains 4,997 sq feet or 0.11 acres more or less.