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3/25/2021 2:50:00 PM \$40.00  
Book - 11143 Pg - 8876-8914  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 39 P.

RECORDED AT THE REQUEST OF:

Steven W. Call  
Ray Quinney & Nebeker P.C.  
36 South Main Street, Suite 1400  
Salt Lake City, Utah 84111  
Parcel Nos. 22-03-328-001, 22-03-334-022  
*MAL # 252010*

Above space for recording purposes

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is entered into as of the 24<sup>th</sup> day of March, 2021, between Medical Village, LLC (“**Medical Village**”), and each of the other undersigned persons below (the “**Undersigned**”). Medical Village and the Undersigned are referred to collectively as the “**Parties**” or separately as a “**Party**”.

### RECITALS

A. WHEREAS, the property located at 2200 E 4500 S, Holladay, Utah 84117 and as more particularly described in Exhibit A as “Parcel 1” (the “**Village Professional Property**”) is subject to the Condominium Declaration for Village Professional Building Condominium recorded on February 25, 1980 as Entry No. 3403514 in Book 5053 Page 752, in the Office of the Salt Lake County Recorder (the “**Declaration**”).

B. WHEREAS, pursuant to the Declaration, the condominium project created thereby is comprised of eight (8) condominium units owned by the Undersigned as follows:

- a) J. Brent Godfrey or Mary Katherine Godfrey, or Their Successor, as Trustee Under Agreement with the Godfrey Family Trust dated the 12th day of December 2014, as to Unit 1;
- b) Botox By Michelle, LLC, a Utah Limited Liability Company, as to Unit 2;

- c) Capstone Chiropractic, LLC, a Utah limited liability company, as to Unit 3;
- d) LC Investment Properties, LLC, a Utah limited liability company, as to Unit 4;
- e) JBM Investments, LLC, a Utah limited liability company, as to Unit 5;
- f) CCLJ Properties, LLC, a Utah limited liability company, as to Unit 6; and
- g) BRIM Properties, LLC, a Utah limited liability company, as to Units 7 and 8.

C. WHEREAS, each of the Undersigned owns an undivided interest in the common elements of the condominium project created pursuant to the Declaration, which undivided interests are appurtenant to their respective condominium units.

D. WHEREAS, the common elements of the Village Professional Property are managed by Village Professional Building Condominium Company, a Utah non-profit corporation (the “**Village Professional Association**”).

E. WHEREAS, Medical Village owns land and improvements located at 2180 E 4500 S, Holladay, Utah, 84117 which is more particularly described in **Exhibit B** which is attached hereto (the “**Medical Village Property**”).

F. WHEREAS, Henry Walker Development, LLC (“**Henry Walker**”) has an agreement to purchase the Medical Village Property.

G. WHEREAS, a Record of Survey Map for the Village Professional Property, a copy of which is attached hereto **Exhibit C**, was duly recorded by the Salt Lake County Recorder’s office on February 25, 1980, and a right-of-way over the Village Professional

Property is reflected on that Record of Survey Map with the corresponding legal description noted thereon.

H. WHEREAS, an Amendment of Condominium Declaration for Village Professional Building Condominium as reflected in Exhibit D was executed by Leon Peterson and Karen Peterson, as owners, was duly recorded with the Salt Lake County Recorder's office on or about March 26, 1980, and a right-of-way over the Village Professional Property is reflected in that Amendment.

I. WHEREAS, Medical Village desires to grant the Undersigned an easement for ingress and egress over that portion of the Medical Village Property legally described on Exhibit H attached hereto (the "Medical Village Easement Area") which easement area is depicted on Exhibit F attached hereto.

J. WHEREAS, the Undersigned desire to grant Medical Village an easement for ingress and egress over that portion of the Village Professional Property legally described on Exhibit G attached hereto (the "Village Professional Easement Area") which easement area is depicted on Exhibit E attached hereto. The Medical Village Easement Area and the Village Professional Easement Area are collectively referred to in this Agreement as the "Easement Areas").

K. WHEREAS, Medical Village and the Undersigned desire to enter into this Agreement to set forth the covenants, conditions, and restrictions relating to the Medical Village Easement Area and the Village Professional Easement Area as acknowledged, agreed upon, conveyed, and granted herein by the Parties.

## TERMS

NOW, THEREFORE, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Recitals.** The foregoing Recitals, which are true and accurate, are hereby restated and incorporated herein by reference.

2. **Conveyance of Easement by Medical Village.** Medical Village hereby conveys and grants a non-exclusive easement and right-of-way to the Undersigned, together with their successors, grantees and conveyees and their respective employees, agents, tenants, licensees, invitees, guests and visitors over and across the Medical Village Easement Area, subject to the covenants, conditions and restrictions in this Agreement including the following:

- a. The easement shall be exclusively for the benefit of the Village Professional Property and the use thereof by the Undersigned, together with their successors, grantees and conveyees and their respective employees, agents, tenants, licensees, invitees, guests and visitors;
- b. The easement may be used for vehicular ingress and egress, but not parking;
- c. The easement may be used for pedestrian ingress and egress;
- d. The easement may be used for any additional underground utilities that need to run to or from the Parties' respective properties;
- e. The easement may be used in part for drainage; and
- f. The location of the Medical Village Easement Area shall not be changed without the written consent of the Parties or their successors in interest.

3. **Conveyance of Easement by the Undersigned.** The Undersigned hereby convey and grant a non-exclusive easement and right of way to Medical Village, together with its successors, grantees and conveyees and their respective employees, agents, tenants, licensees, invitees, guests and visitors over and across the Village Professional Easement Area subject to the covenants, conditions and restrictions in this Agreement including the following:

a. The easement shall be exclusively for the benefit Medical Village Property and the use thereof by Medical Village, together with its successors, grantees and conveyees and their respective employees, agents, tenants, licensees, invitees, guests and visitors;

b. The easement may be used for vehicular ingress and egress, but not parking;

c. The easement may be used for pedestrian ingress and egress;

d. The easement may be used for any additional underground utilities that need to run to or from the Parties' respective properties;

e. The easement may be used in part for drainage; and

f. The location of the Village Professional Easement Area shall not be changed without the written consent of the Parties or their successor in interests.

4. **The Superseding Effect of this Agreement on Prior Easements and Right-of-Ways.** Upon the execution and recording of this Agreement with the Salt Lake County Recorder's office, this Agreement and the easements created hereby shall supersede and replace any prior easements or right-of-ways that existed or may have existed between the Parties and/or their properties including but not limited to the easements described in **Exhibit C** and **Exhibit D**.

5. **Priority Over Liens and Encumbrances.** In the event any of the properties subject to this Agreement are encumbered with a lien, mortgage, trust deed, security interest, pledge, judgment lien or other encumbrance, the Parties agree that this Agreement and the Easement Areas shall be senior to any such lien, mortgage, trust deed, security interest, pledge, judgment lien or other encumbrance of any kind, and the Parties shall make good faith efforts to obtain a subordination agreement from any such lender or lienholder.

6. **Priority Over Other Interests.** In the event all or part of the properties subject to this Agreement are sold or transferred or placed under contract to be sold or transferred, this Agreement and the Easement Areas shall be and remain valid and enforceable against any subsequent conveyee, grantee or assignee.

7. **Existing Utility Easements.** The Parties agree that the acknowledgment and conveyances of the Easement Areas provided for in this Agreement are made subject to utility easements heretofore granted to one or more utility companies for utilities running underground.

8. **No Public Use or Dedication.** This Agreement and rights to the Easement Areas are private rights and interests and the Easement Areas shall not be construed as a public road or public easement.

9. **Agreement to Run with the Land.** The Parties intend and agree that this Agreement and the easements conveyed and granted herein, together with its terms, covenants, conditions, restrictions, rights and obligations, shall be perpetual easements and shall run with the land and shall bind the Parties and their respective successors, conveyees and assigns.

10. **Easements Conveyed in As-Is Condition.** The easements are conveyed without any representation or warranty, express or implied, as to the physical condition of the Easement Areas.

11. **Exclusive Use.** Except as otherwise set forth in this Agreement, the Easement Areas shall be exclusively for the benefit of the Parties to this Agreement and their respective successors and assigns as owners of the Village Professional Property or the Medical Village Property, as applicable.

12. **Maintenance of Easement Areas.** Medical Village shall be required to maintain the Medical Village Easement Area as an asphalted drive surface sufficient for ordinary vehicular use in a commercial setting. The Village Professional Association shall be required to maintain the Village Professional Easement Area as an asphalted drive surface sufficient for ordinary vehicular use in a commercial setting. The foregoing maintenance shall include but not be limited to the removal of snow when needed, provided that neither Party shall place, blow or store snow from such Party's property onto the property owned by the other. In the event that either Party fails to maintain their respective easement area as required by this Agreement, then the other Party shall have the right, but not the obligation, to perform such maintenance work and may bill the non-performing Party the actual and reasonable expense thereof (plus a supervision fee equal to ten percent (10%) of such expense), which expense shall be paid by the non-performing Party within ten (10) days of the receipt of documentation substantiating such expense. Should the non-performing Party fail to pay when due the expenses, then the performing Party may seek any remedy provided by applicable law and any unpaid expense shall become a lien on the parcel attributable to the non-payment. Notwithstanding the foregoing maintenance

obligations, the Parties shall not be obligated to police or light their properties encumbered by the easements granted herein.

13. **Insurance.** Medical Village and Village Professional Association shall maintain in full force and effect Commercial General Liability Insurance on an ISO standard form or its equivalent with limits of US \$2,000,000 for bodily injury, including death or property damage arising out of any one occurrence or in the aggregate on their respective properties or the Easement Area with respect to which their respective properties are the benefitted property.

14. **Remedies.** A Party or its successors or assigns may enforce this Agreement by specific performance or through any legal or equitable remedy available under Utah law. The Parties further agree that money damages may be an inadequate remedy for a breach or threatened breach of any provision hereof, and that a Party may enforce the terms of this Agreement by way of injunction or specific performance and that no bond or undertaking is necessary for such equitable relief.

15. **No Waiver.** The failure of a party to enforce a term or condition of this Agreement upon default, shall not be construed to constitute a waiver or release of the right to enforce any such covenant in the future.

16. **No Partnership or Joint Venture Relationship.** This Agreement is not intended to create and shall not be construed to create or constitute a partnership, joint venture or association between the Parties.

17. **Notices.** Any notice required to be given under this Agreement shall be considered given: (i) when delivered in person to the recipient named below, (ii) when delivered by a reputable overnight delivery service, or (iii) seven (7) days after deposit in the United States



mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given to the addresses set out below in the signature blocks.

18. **Severability.** The covenants, terms and conditions in this Agreement are declared to be independent and severable. Thus, if any covenant, term or condition shall be held invalid or unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remaining covenants, terms and conditions of this Agreement.

19. **Recording.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder.

20. **The Dominant Estate and Servient Estates.** The dominant estate under this Agreement regarding the Village Professional Easement Area shall be the Medical Village Property. The dominant estate under this Agreement regarding the Medical Village Easement Area shall be the Village Professional Property.

21. **Successors and Grantees.** The terms successor, conveyee, grantee or assignee, or the plural thereof shall refer to each person in the chain of title which succeeds to the ownership of the property encumbered by this Agreement whether such person is a buyer, grantee, receiver, trustee, personal representative or other person who obtains fee ownership to any of the property encumbered by this Agreement.

22. **Default.** Except as otherwise provided for in this Agreement, if a Party defaults under this Agreement, the non-breaching Party shall be required to give written notice of such default to the alleged breaching party, and the alleged breaching party shall have ten (10)

business days in which to cure any such default or to make satisfactory arrangement for curing such default.

23. **Governing Law.** The interpretation, validity, performance, and enforcement of this Agreement shall be governed by Utah law except to the extent such law is preempted by the laws of the United States.

24. **Attorneys' Fees.** In the event a Party institutes any legal action or proceeding to enforce any right, covenant, term or obligation of this Agreement, the prevailing party shall be entitled to recover his or its reasonable attorneys' fees and legal expenses incurred in connection with such action.

25. **Entire Agreement / Integrated Contract.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior oral or written agreements and understandings between the Parties concerning the subject matter.

26. **Authority of Person Signing in a Representative Capacity.** Each person executing this Agreement represents and warrants that such person is duly authorized to sign this Agreement in the capacity represented.

27. **Amendment.** This Agreement may only be amended or modified by a written document signed by the Parties or their successor in interest.

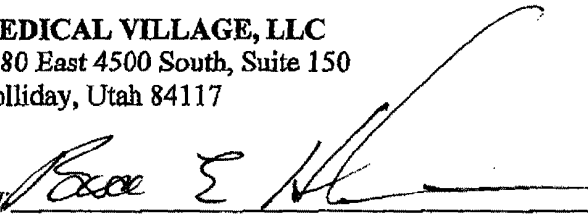
28. **Counterpart Signatures.** This Agreement may be executed in counterparts, each of which may be executed and delivered in counterpart, and all original counterparts, when placed together, shall constitute one agreement binding on the Parties as of the Effective Date. Notwithstanding the foregoing, the counterpart signature pages need to be original signature pages so that this Agreement may be duly recorded with the Salt Lake County Recorder's office.

29. **Effective Date.** This Agreement shall be effective upon the final signature of the Parties hereto.

IN WITNESS WHEREOF, this Easement Agreement is entered into on the dates set forth below.

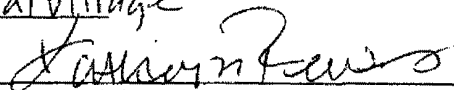
MEDICAL VILLAGE:

**MEDICAL VILLAGE, LLC**  
2180 East 4500 South, Suite 150  
Holliday, Utah 84117

By:   
Bruce Holmes, its manager and authorized agent

STATE OF UTAH            )  
  : ss  
COUNTY OF SALT LAKE )

On the 20<sup>th</sup> day of March, 2021, personally appeared before me Kathryn Reeves who duly acknowledged to me that he or she executed the same on behalf of the same on his own behalf and as the manager of Medical Village

  
Notary Public  
Residing at: Sandy, Utah

Commission Expires: 03-23 2022



UNDERSIGNED:

THE GODFREY FAMILY TRUST DATED THE 12TH DAY OF DECEMBER,  
2014

6161 S. 2090 E.  
HELLADAY, UT 84121

(insert address)

By: *[Signature]*  
J. Brent Godfrey or Mary Katherine Godfrey, or Their Successor, as Trustee of the  
foregoing Trust

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of March, 2021, personally appeared before me J. Brent Godfrey  
who duly acknowledged to me that he or she executed the same as Trustee of  
The Godfrey Family Trust dated the 12 Day of December, 2014, on behalf of the trust.

Commission Expires:  
12-10-2024

*Gregory W Strong*  
Notary Public  
Residing at: *Salt Lake County*  
**GREGORY STRONG**  
NOTARY PUBLIC-STATE OF UTAH  
COMMISSION# 715714  
COMM. EXP. 12-10-2024



**CAPSTONE CHIROPRACTIC LLC,**  
a Utah limited liability company

By: [Signature]  
Its manager or duly authorized agent

2200 E 4500 S STE 110  
HOLLADAY UT 84117

(insert address)

STATE OF UTAH )

: ss

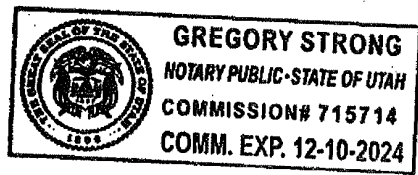
COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of March, 2021, personally appeared before me Ryan Rowell  
who duly acknowledged to me that he or she executed the same as the Managing Member  
of Capstone Chiropractic LLC, a Utah limited liability company, on behalf of the limited liability  
company.

[Signature]  
Notary Public  
Residing at: Salt Lake County

Commission Expires:

12-10-2024





**JBM INVESTMENTS, LLC,**  
a Utah limited liability company

By: [Signature]

Its manager or duly authorized agent

988 E. Casa Roja Street  
Midvale, UT 84047

(insert address)

STATE OF UTAH )

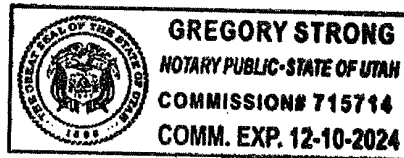
: ss

COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of March, 2021, personally appeared before me Jeremy Mahoney  
who duly acknowledged to me that he or she executed the same as the Managing Member  
of JBM Investments, LLC, a Utah limited liability company, on behalf of the limited liability  
company.

[Signature]  
Notary Public  
Residing at: Salt Lake County

Commission Expires:  
12-10-2024





CCLJ PROPERTIES, LLC,  
a Utah limited liability company

By: [Signature]

Its manager or duly authorized agent

2363 OAKCREST LANE

S.L.C. UTAH

84121

(insert address)

STATE OF UTAH )

: ss

COUNTY OF SALT LAKE )

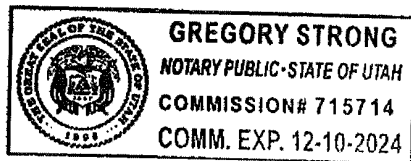
On the 24<sup>th</sup> day of March, 2021, personally appeared before me Charles Wall  
who duly acknowledged to me that he or she executed the same as the Managing Member  
of CCLJ Properties, LLC, a Utah limited liability company, on behalf of the limited liability  
company.

[Signature]  
Notary Public

Residing at: Salt Lake County

Commission Expires:

12-10-2024



**BRIM PROPERTIES, LLC,**  
a Utah limited liability company

By: [Signature]  
Its manager, president, general partner or duly authorized agent

2700 E. 4500 S. # 230  
Holladay, UT 84117

(insert address)

STATE OF UTAH )

: ss

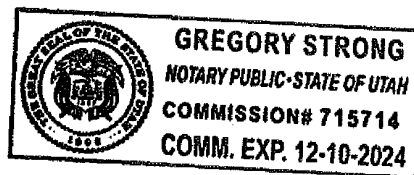
COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of March, 2021, personally appeared before me Jayson Peterson who duly acknowledged to me that he or she executed the same as the Managing Member of Brim Properties, LLC, a Utah limited liability company, on behalf of the limited liability company.

[Signature: Gregory W Strong]  
Notary Public  
Residing at: Salt Lake County

Commission Expires:

12-10-2024



**VILLAGE PROFESSIONAL BUILDING CONDOMINIUM COMPANY,**  
a Utah non-profit corporation

By: Gregory W Strong  
Its manager or duly authorized agent  
489 E. Winchester Street, #325  
Murray, UT 84107

(insert address)

STATE OF UTAH )

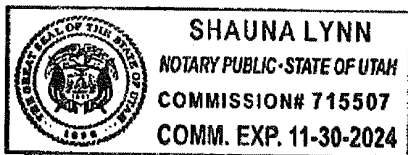
: ss

COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of March, 2021, personally appeared before me Gregory W. Strong who duly acknowledged to me that he or she executed the same as the Property Manager of Village Professional Building Condominium Company, a Utah non-profit corporation, on behalf of the non-profit corporation.

Shauna Lynn  
Notary Public  
Residing at: Salt Lake County

Commission Expires: 11/30/2024



[ - End of Document - ]

1555336

# EXHIBIT A

The General Legal Description of the  
Properties owned by the Village Professional Owners

EXHIBIT "A"

Legal Description

Parcel 1:

Beginning at a point on the South line of 4500 South Street, said point being South 300.975 feet and West 817.332 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point also being N89°38'30" W 817.90 feet and S 2°14'30" W 53.03 feet from the Salt Lake County Monument in the intersection of 4500 South and 2300 East Streets; said monument being S 0°07'30" E from the center of said Section 3; and running thence S 2°14'30" W 272.83 feet to the North boundary line of the Carriage Lane Tract; said point also being on the line of that certain Boundary Line Agreement dated January 8, 1964 and recorded by June 8, 1964 as Entry No. 2005378 in Book 2199, at Page 176; and running thence along the line established by said Agreement S 86°22'00" W 147.76 feet; thence N 0°02'12" E 282.97 feet to the South line of 4500 South Street; thence S89°38'30" E 157.96 feet to the point of beginning.

Excepting therefrom Units 1 through 8.

Being the Common Area.

Parcel 2:

Units 1 - 8, The Village Professional Building, a Utah Condominium Project.

Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (The referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The nonexclusive right to use and enjoy the Common Areas and Facilities included in said condominium project (As said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (As said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

**Meridian Title Co.**  
**- POOR COPY -**

# EXHIBIT B

The Legal Description of the Property owned by Medical Village

EXHIBIT "B"

Legal Description

Beginning at the Northwest corner of the Village Professional Building Condominium Plat as found and on file at the Salt Lake County Recorders Office, Book 80-2, Page 41, and being on the South line of 4500 South Street (106.00 foot right of way), said point being North  $89^{\circ}38'30''$  West 977.90 feet along the monument line of 4500 South Street and South  $0^{\circ}02'12''$  West 53.00 feet from a street monument found at the intersection of 4500 South Street and 2300 East Street, said street monument being South  $0^{\circ}07'08''$  East (South  $0^{\circ}07'30''$  East, Deed) 253.18 feet (253.09 feet, Deed) from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $0^{\circ}02'12''$  West 282.98 feet along the West line of said Village Professional Building Condominium Plat to the North line of Carriage Lane Apartments Home Condominium Plat as found and on file at the Salt Lake County Recorders Office, Book CC, Page 34, thence South  $86^{\circ}22'00''$  West 55.66 feet along the North line to a Northwest corner of said Carriage Lane Apartments Homes Condominium Plat, thence South  $19^{\circ}21'00''$  East 64.00 feet along the West line to an interior corner of said Carriage Lane Apartments Homes Condominium Plat, thence South  $89^{\circ}02'00''$  West 259.42 feet along the North line to the Northwest corner of said Carriage Lane Apartments Homes Condominium Plat and being on the East line of Holladay Boulevard (66.0 foot right of way), thence North  $39^{\circ}05'23''$  West 50.12 feet along the East line of said Holladay Boulevard, thence Northwest 134.74 feet along the arc of a 300.44 foot radius curve to the right (center bears North  $50^{\circ}54'37''$  East and the long chord bears North  $26^{\circ}14'31''$  West 133.61 feet with a central angle of  $25^{\circ}41'45''$ ) along the East line of said Holladay Boulevard, thence North  $68^{\circ}43'00''$  East 171.64 feet to and along the South line to the Southeast corner of the Twin Peaks Medical Plaza Condominium Plat as found and on file at the Salt Lake County Recorders Office Book 88-12, Page 122, thence North  $0^{\circ}21'30''$  West 131.63 feet along the East line to the Northeast corner of said Twin Peaks Medical Plaza Condominium Plat and being on the South line of 4500 South Street, thence South  $89^{\circ}38'30''$  East 225.48 feet along the South line of said 4500 South Street to the point of beginning.

Meridian Title Co.  
- POOR COPY -

# EXHIBIT C

A Recorded 1980 Record of Survey Reflecting a Right-of-Way  
Over and Across the Village Professional Property



TREET

Meridian Title Co.  
- POOR COPY -

SURVEYOR'S CERTIFICATE

I, Robert B. Jones, a registered Utah Land Surveyor, holding Certificate No. 1525, do hereby certify that I have surveyed the following described tract of land, I further certify that the following description correctly describes the land surface upon which has been or will be constructed Village Professional Building, a Utah Condominium Project, in accordance with the Utah Condominium Ownership Act. I further certify that the reference markers as shown on this plat are or will be located as shown, and area or will be sufficient to readily retraced or re-established this survey.

BOUNDARY DESCRIPTION

Beginning at a point on the South line of 1500 South Street, said point being South 300.975 feet and West 817.382 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being N83° 58' 30" W, 817.90 feet and S 2° 14' 30" W, 53.95 feet from the Salt Lake County Monument in the intersection of 1500 South and 2300 East Streets, said Monument being S 0° 01' 30" E, 872.83 feet to the North boundary line of the Carriage Lane Tract, said point also being on the line of that certain boundary line agreement dated January 8, 1964 and recorded June 8, 1964 as entry No. 3005378 in Book 2199 of Page 1761 and running thence along the line established by said agreement S 86° 22' 00" W, 147.76 feet, thence N 0° 02' 12" E, 288.97 feet to the South line of 1500 South Street, thence S 89° 38' 30" E, 157.96 feet to the point of beginning. Contains 0.9752 Acres Subject to a Right of way described as follows: On left side this drawing

Date: Feb 19, 1980  
Robert B. Jones

OWNERS CERTIFICATE OF CONSENT TO RECORD

I, know all men by these presents that Leon Peterson and his wife, Karen F. Peterson are the record owners of the real property described herein and that pursuant to the Utah Condominium Ownership Act, they hereby consent to the recordation of this record of survey map of Village Professional Building a Utah Condominium Project.

Leon Peterson  
Leon Peterson and his wife  
Karen F. Peterson  
Karen F. Peterson

ACKNOWLEDGMENT

STATE OF UTAH ss  
County of Salt Lake ss  
On this 14 day of February, 1980, personally appeared before me the undersigned Notary Public in and for said State and County the Leon Peterson and Karen F. Peterson his wife, the signers of the above owners certificate of consent to record, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

My Commission expires 10-1-80  
Notary Public in SALT LAKE COUNTY  
Samuel C. King  
Notary Public

RECORD OF SURVEY MAP

VILLAGE PROFESSIONAL BUILDING

A UTAH CONDOMINIUM PROJECT  
LOCATED IN THE SW 1/4 SECTION 3  
TOWNSHIP 2 SOUTH, RANGE 1 EAST  
SALT LAKE BASE AND MERIDIAN

PREPARED BY <b>BUSH &amp; GUDGELL, INC.</b> ENGINEERS - SURVEYORS 587 SOUTH 800 EAST SALT LAKE CITY, UTAH 84111	SHEET 1 OF 2 SHEETS	RECORDED NO. 13403512 STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF <b>LEON PETERSON DEVELOPMENT</b> DATE <u>2-25-80</u> TIME <u>5:19 PM</u> BOOK <u>802</u> PAGE <u>41</u> BY <u>Mildred K. [Signature]</u> DEPUTY SALT LAKE COUNTY RECORDER
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80-2-41 10F2

Meridian Title Co.  
- POOR COPY -

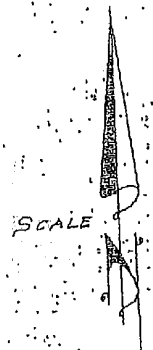
4500 SOUTH STR  
 $N 89^{\circ} 35' 30'' W$  1646.18

HOLIDAY BLVD

HAIL WASHER  
HAIL WASHER  
20' OFFSET

$S 89^{\circ} 35' 30'' E$  157.96

ALL BUILDING TIES ARE PERPENDICULAR  
TO PROPERTY LINES

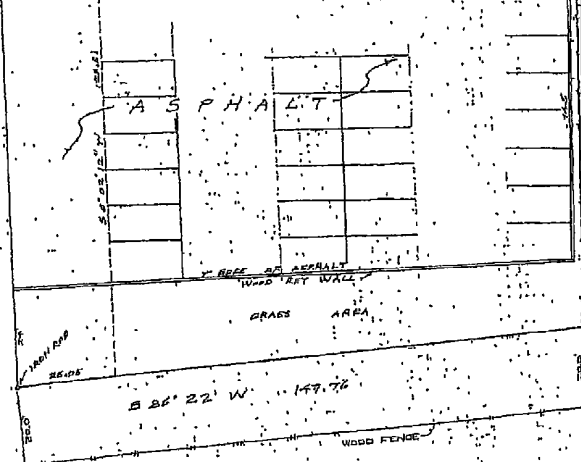
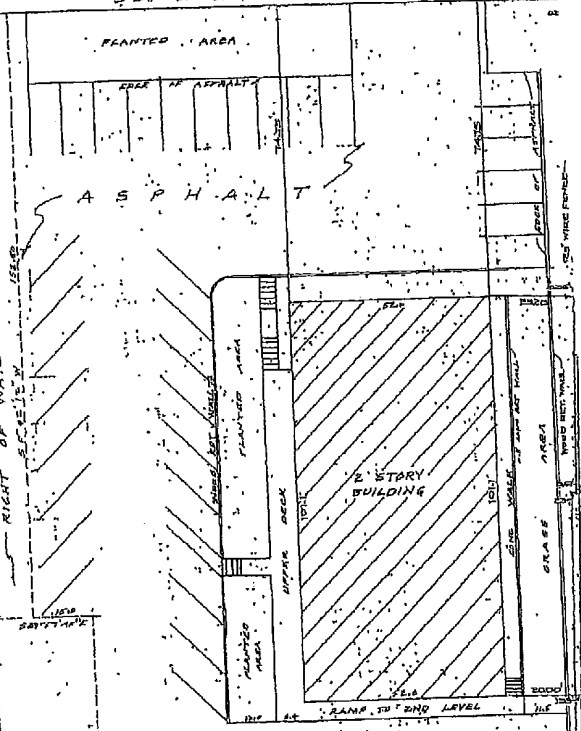


\* Beginning at a point on the South line of 4500 South Street, said point being South 300.975 feet and West 817.322 feet and  $N 89^{\circ} 35' 30'' W$  157.96 feet from the Center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence  $S 89^{\circ} 35' 30'' E$  10.00 feet, thence  $S 50^{\circ} 02' 12'' W$  152.50 feet, thence  $S 89^{\circ} 57' 48'' E$  15.00 feet, thence  $S 50^{\circ} 02' 12'' W$  128.61 feet, thence  $S 86^{\circ} 22' W$  250.65 feet, thence  $N 0^{\circ} 02' 12'' E$  282.97 feet to the point of beginning.

LEGEND

- [Hatched pattern] PRIVATE OWNERSHIP UNITS
- [White box] COMMON AREA

ALL ELEVATIONS ARE PER SALT LAKE COUNTY SURVEYORS OFFICE DATUM, BENCH MARK IS TOP OF MONUMENT LOCATED AT THE INTERSECTION OF 2300 EAST AND 4500 SOUTH STREETS. ELEVATION 4505.40.



SALT LAKE COUNTY PLANNING COMMISSION  
THIS RECORD OF SURVEY MAP IS APPROVED AND COMPLIES WITH THE SALT LAKE COUNTY ZONING ORDINANCE REQUIREMENT.  
19 FEB 80 William A. Marsh  
DATE ZONING ADMINISTRATOR

# EXHIBIT D

A Recorded Amendment of Condominium Declaration Reflecting a  
Right-of-Way Over and Across the Village Professional Property

3416180

AMENDMENT  
OF  
CONDOMINIUM DECLARATION  
FOR

VILLAGE PROFESSIONAL BUILDING CONDOMINIUM

WHEREAS, Leon Peterson and Karen F. Peterson, his wife, did create that certain Condominium known as the Village Professional Building Condominium through the recordation of a Condominium Declaration recorded February 25, 1980 as entry number 3403514 in book 5053 at pages 752 through 788 of the official records of Salt Lake County, Utah, and that certain Record of Survey Map filed for record on February 25, 1980, as entry number 3403512 in book 80-2 of Plats at page 41 in the office of the County Recorder for Salt Lake County, Utah; and

WHEREAS, said Declaration as recorded and above referred to failed to contain a legal description of the real property covered and subject to the Declaration;

WHEREAS, the Declarants, Leon Peterson and Karen F. Peterson, his wife, are the sole owners of the property described in the attached "Exhibit A" and are the sole Declarants in the above referenced Declaration and are therefore entitled to amend said Declaration and submit the subject property to the terms thereof;

Therefore, the Declarants, Leon Peterson and Karen F. Peterson, his wife, do hereby amend the above referenced Declaration to include the attached "Exhibit A" which describes the real property, with all buildings and other improvements constructed thereon together with all appurtenances thereto which are to be subject to the Utah Condominium Act as a Condominium Project according to the terms of the above referenced Declaration.

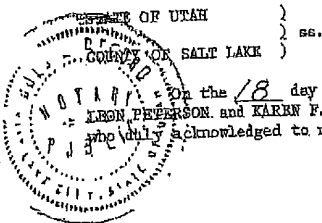
Declarants further state that all terms, covenants and conditions are in full force and effect as to the subject property.

In Witness Whereof, the undersigned have caused this Amendment of Declaration to be executed on their behalf this 18<sup>th</sup> day of March, 1980.

*Leon Peterson*  
LEON PETERSON

*Karen F. Peterson*  
KAREN F. PETERSON

SECURITY TITLE COMPANY  
203023



On the 18 day of March, 1980, personally appeared before me  
LEON PETERSON and KAREN F. PETERSON, the signers of the within instrument  
who duly acknowledged to me that they executed the same.

*Robert L. Record*  
NOTARY PUBLIC

My Commission Expires: 11-7-81

Residing at: SALT LAKE CITY, UTAH

BOOKS 5075 PAGE 747

REF  
*Robert L. Record*  
Evelyn Thompson

1050  
MAY 27 2 17 PM '80  
SALT LAKE COUNTY  
RECORDS

Meridian Title Co.  
- POOR COPY -

CONSENT OF MORTGAGEE

First Security State Bank (Mortgagee), hereby consents to the recordation by Leon Peterson and Karen F. Peterson, his wife, of the "Condominium Declaration for Village Professional Building Condominium", the related survey map and this Amendment thereto, in the Official Records of Salt Lake County, Utah, provided, however, that such consent shall not be deemed to render the Mortgagee a declarant or developer under the Act, this Declaration, or otherwise or in any way to render the Mortgagee liable for any obligations of the Declarant or developer.

DATED this 18<sup>th</sup> day of March, 1980.

FIRST SECURITY STATE BANK

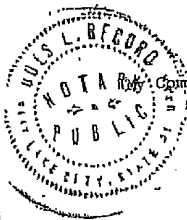
By: Henry S. Keeler  
Henry S. Keeler  
Its Vice President

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

On this 18 day of March, 1980, personally appeared before me Henry S. Keeler who being by me duly sworn, did say that he is the Vice President of FIRST SECURITY STATE BANK, and that the foregoing instrument was signed by him in behalf of said Corporation by authority of a resolution of its Board of Directors and he duly acknowledged to me that the said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Alan Z. Record  
NOTARY PUBLIC

Commission Expires: April 7, 1981 Residing at: SALT LAKE CITY, UTAH



Meridian Title Co.  
- POOR COPY -

BOOK 5075 PAGE 748

"EXHIBIT A"

Property located in Salt Lake County, State of Utah.

BEGINNING at a point on the South line of 4500 South Street, said point being South 300.975 feet and West 817.332 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being North 89° 38' 30" West 817.90 feet and South 2° 14' 30" West 53.03 feet from the Salt Lake County Monument in the intersection of 4500 South and 2300 East Streets, said Monument being South 0° 07' 30" East from the center of said Section 3, and running thence South 2° 14' 30" West 272.83 feet to the North Boundary line of the Carriage Lane Tract, said point also being on the line of that certain boundary line agreement dated January 2, 1964 and recorded June 8, 1964 as entry number 2005378 in Book 2199 at page 176; and running thence along the line established by said agreement South 86° 22' 00" West 147.76 feet; thence North 0° 02' 12" East 282.97 feet to the South line of 4500 South Street; thence South 89° 38' 30" East 157.96 feet to the point of beginning. Contains 0.9752 acres.

SUBJECT TO a right of way described as follows:

BEGINNING at a point on the South line of 4500 South Street, said point being South 300.975 feet and West 817.332 feet and North 89° 38' 30" West 157.96 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89° 38' 30" East 10.00 feet; thence South 0° 02' 12" West 152.50 feet; thence South 82° 57' 48" East 15.0 feet; thence South 0° 02' 12" West 128.81 feet; thence South 86° 22' West 25.05 feet; thence North 0° 02' 12" East 282.97 feet to the point of beginning.

\* \* \*

BOOK 5375 PAGE 749

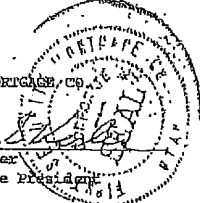
Meridian Title Co.  
- POOR COPY -

CONSENT OF MORTGAGEE

FIRST SECURITY MORTGAGE CO. (Mortgagee), hereby consents to the recordation by LEON PETERSON and KAREN F. PETERSON, his wife, of the "Condominium Declaration for Village Professional Building Condominium", the related survey map and this Amendment thereto, in the Official Records of Salt Lake County, Utah, provided, however, that such consent shall not be deemed to render the Mortgagee a declarant or developer under the Act, this Declaration, or otherwise or in any way to render the Mortgagee liable for any obligations of the Declarant or developer.

Dated this 19th day of March 1980.

FIRST SECURITY MORTGAGE CO.  
By Henry S. Kessler  
Henry S. Kessler  
Its Executive Vice President



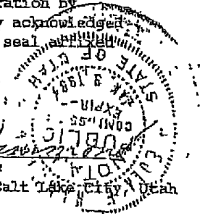
STATE OF UTAH )  
                  ) ss.  
COUNTY OF SALT LAKE )

On this 19th day of March, 1980, personally appeared before me HENRY S. KESLER who being by me duly sworn, did say that he is the Executive Vice President of FIRST SECURITY MORTGAGE CO., and that the foregoing instrument was signed by him in behalf of said Corporation by authority of a resolution of its Board of Directors and he duly acknowledged to me that the said Corporation executed the same and that the seal appearing is the seal of said Corporation.

My commission Expires:

7/3/84

Edna E. Anderson  
Notary Public  
Residing at Salt Lake City, Utah



Meridian Title Co.  
- POOR COPY -

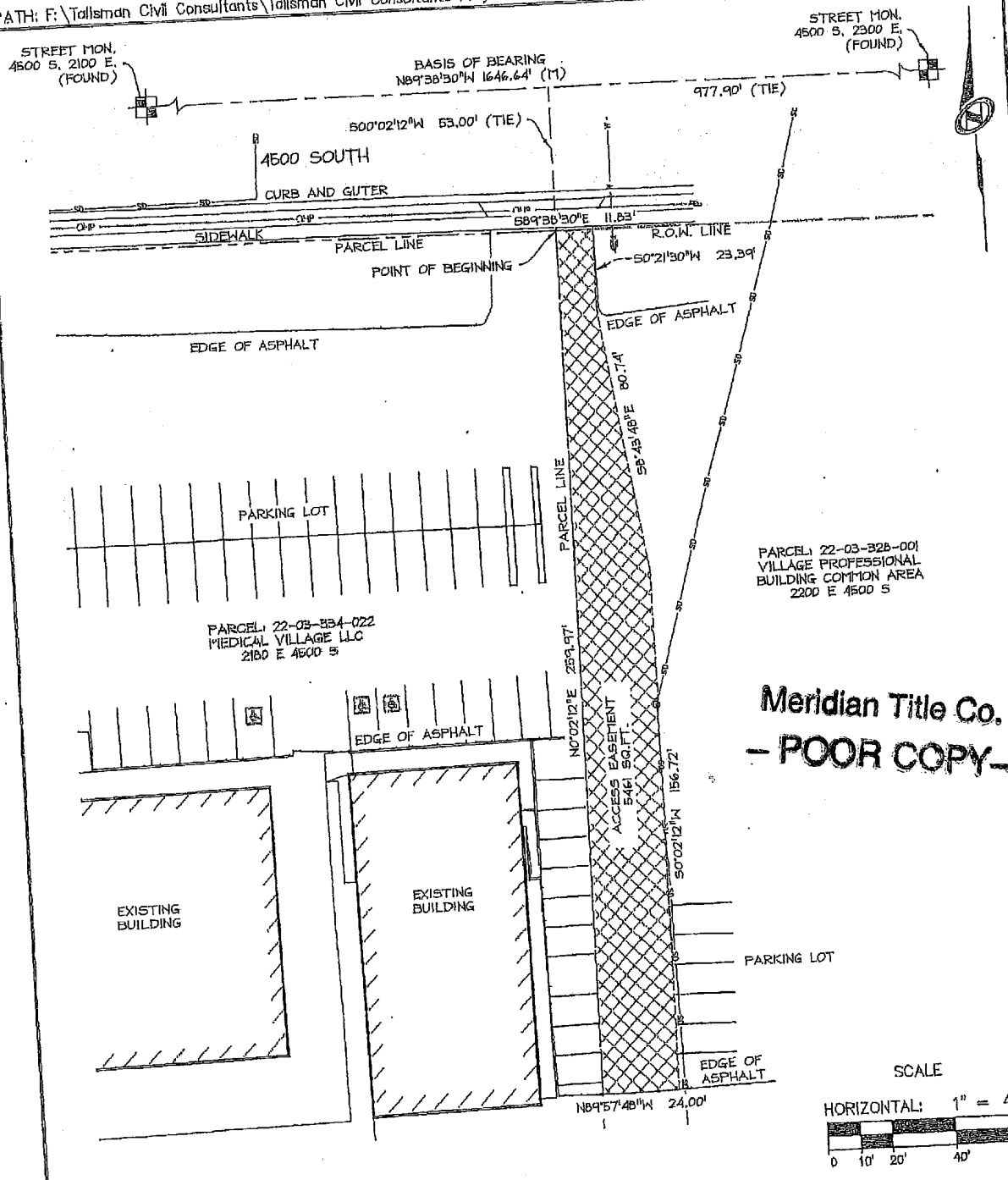
BOOK 3375 PAGE 750

# EXHIBIT E

A Diagram Depicting the Location  
of the Village Professional Easement Area



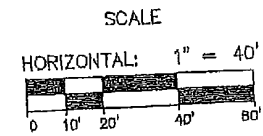
PATH: F:\Tollman Civil Consultants\Tollman Civil Consultants Project Site - 20-060 - Holladay Townhomes\Cadd\DATE: 2/10/2021 10:02:22  
 DATE: 2/10/2021 10:02:22



PARCEL 22-03-325-001  
 VILLAGE PROFESSIONAL  
 BUILDING COMMON AREA  
 2200 E 4500 S

PARCEL 22-03-354-022  
 MEDICAL VILLAGE LLC  
 2100 E 4500 S

**Meridian Title Co.**  
**- POOR COPY -**



1588 SOUTH MAIN STREET  
 SUITE 200  
 SALT LAKE CITY, UT 84115  
 801.743.1900

BASE CAMP TOWNS  
 ACCESS EASEMENT  
 S.W. 1/4 SECTION 3, T.25., R.1E.

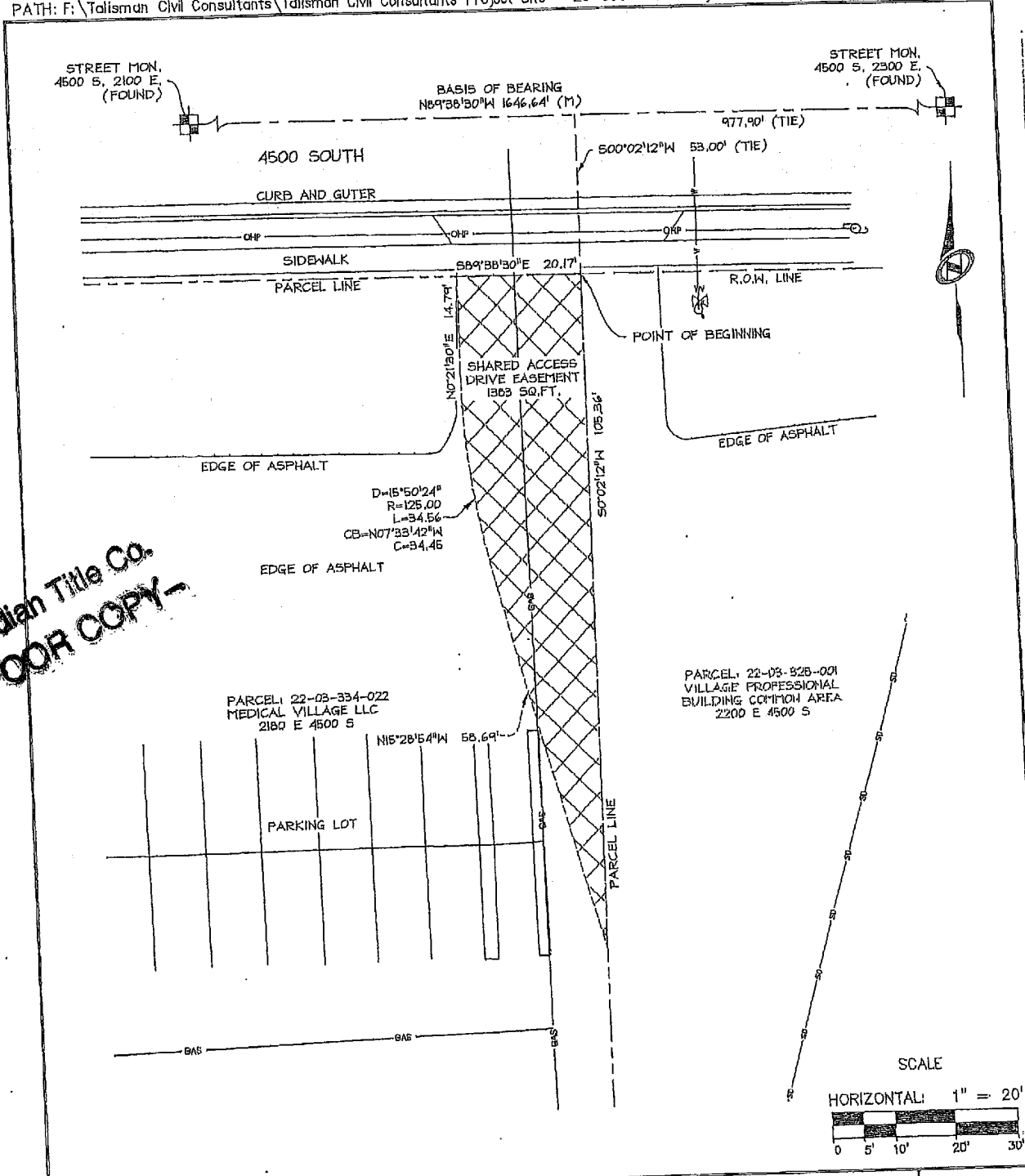
SHEET NUMBER  
 1 of 1

TCC JOB NO: 20-060

DATE: 2021-02-10

# EXHIBIT F

A Diagram Depicting the Location  
of the Medical Village Easement Area



Meridian Title Co.  
- POOR COPY -



1568 SOUTH MAIN STREET  
SUITE 200  
SALT LAKE CITY, UT 84115  
801.743.1300

BASE CAMP TOWNS  
SHARED ACCESS DRIVE EASEMENT  
S.W. 1/4 SECTION 3, T.2S., R.1E.

TCC JOB NO: 20-060

DATE: 2021-02-10

SHEET NUMBER  
1 of 1

# EXHIBIT G

The Legal Description of the Village Professional Easement Area



BASE CAMP TOWNS  
ACCESS EASEMENT  
PARCEL: 22-03-328-001  
2021-02-09

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH  $89^{\circ}38'30''$  WEST MEASURED BETWEEN THE FOUND CENTERLINE STREET MONUMENTS AT 4500 SOUTH AND 2300 EAST AND 4500 SOUTH AND 2100 EAST, U.S. SURVEY FEET.

BEGINNING AT A POINT WHICH IS ON SOUTHERN LINE OF 4500 SOUTH R.O.W., AND THE NORTHEAST CORNER OF PARCEL 22-03-334-022, SAID POINT BEING NORTH  $89^{\circ}38'30''$  WEST 977.90 FEET, AND SOUTH  $0^{\circ}02'12''$  WEST 53.00 FEET FROM THE FOUND CENTERLINE STREET MONUMENT AT 4500 SOUTH AND 2300 EAST, AND RUNNING THENCE SOUTH  $89^{\circ}38'30''$  EAST 11.83 FEET ALONG THE SAID SOUTHERN R.O.W LINE; THENCE SOUTH  $0^{\circ}21'30''$  WEST 23.39 FEET; THENCE SOUTH  $8^{\circ}43'48''$  EAST 80.74 FEET; THENCE SOUTH  $0^{\circ}02'12''$  WEST 156.72 FEET; THENCE NORTH  $89^{\circ}57'48''$  WEST 24.00 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL; THENCE ALONG SAID WESTERN PARCEL LINE NORTH  $0^{\circ}02'12''$  EAST 259.97 FEET TO THE POINT OF BEGINNING, AND THE SAID NORTHEASTERN CORNER OF PARCEL AND SOUTHERN R.O.W. LINE. LOCATED IN THE SOUTHWEST  $1/4$  OF SECTION 3 TOWNSHIP 2 SOUTH, RANGE 1 EAST SLM

CONTAINING 5461 S.F. OR 0.125 ACRES

Meridian Title Co.  
- POOR COPY -

# EXHIBIT H

The Legal Description of the Medical Village Easement Area

1561164

**BK 11143 PG 8913**



BASE CAMP TOWNS  
SHARED DRIVE ACCESS EASEMENT  
PARCEL: 22-03-328-001  
2021-02-09

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH  $89^{\circ}38'30''$  WEST MEASURED BETWEEN THE FOUND CENTERLINE STREET MONUMENTS AT 4500 SOUTH AND 2300 EAST AND 4500 SOUTH AND 2100 EAST, U.S. SURVEY FEET.

BEGINNING AT A POINT WHICH IS ON SOUTHERN LINE OF 4500 SOUTH R.O.W., AND THE NORTHEAST CORNER OF PARCEL 22-03-334-0, SAID POINT BEING NORTH  $89^{\circ}38'30''$  WEST 977.90 FEET, AND SOUTH  $0^{\circ}02'12''$  WEST 53.00 FEET FROM THE FOUND CENTERLINE STREET MONUMENT AT 4500 SOUTH AND 2300 EAST, AND RUNNING THENCE SOUTH  $0^{\circ}02'12''$  WEST 105.36 FEET ALONG THE WESTERN LINE OF SAID PARCEL; THENCE NORTH  $15^{\circ}28'54''$  WEST 58.69 FEET; THENCE NORTHWESTERLY 34.56 FEET ALONG A 125 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH  $07^{\circ}33'42''$  WEST 34.45 FEET), THROUGH A CENTRAL ANGLE OF  $15^{\circ}50'24''$ ; THENCE NORTH  $0^{\circ}21'30''$  EAST 14.79 FEET TO THE SOUTHERN LINE OF SAID 4500 SOUTH R.O.W.; THENCE ALONG SAID SOUTHERN R.O.W. LINE SOUTH  $89^{\circ}38'30''$  EAST 20.17 FEET TO THE POINT OF BEGINNING, AND THE SAID NORTHEASTERN CORNER PARCEL AND SOUTHERN R.O.W. LINE, LOCATED IN THE SOUTHWEST  $1/4$  OF SECTION 3 TOWNSHIP 2 SOUTH, RANGE 1 EAST SLM

CONTAINING 1383 S.F. OR 0.032 ACRES

Meridian Title Co.  
- POOR COPY -