

RECORDING REQUESTED BY &  
WHEN RECORDED, MAIL TO:

West Jordan Hotel Holdings, LLC  
3300 N. Triumph Blvd., Suite 100  
Lehi, UT 84043

14112874 B: 11423 P: 2375 Total Pages: 16  
06/01/2023 03:18 PM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: WEST JORDAN HOTEL HOLDINGS, LLC  
3300 N TRIUMPH BLVD, SUITE 100 LEHI, UT 84043



Tax ID No.: 21-29-152-006-0000 and 21-29-301-004-0000

(Space Above for Recorder's Use)

### NOTICE OF OBLIGATION TO GRANT ACCESS EASEMENT

THIS NOTICE OF OBLIGATION TO GRANT ACCESS EASEMENT (this "**Notice**") is made as of May 22, 2023, by WEST JORDAN HOTEL HOLDINGS, LLC, a Utah limited liability company, having an address of 3300 N. Triumph Blvd., Suite 100, Lehi, UT 84043 ("**Owner**"), in favor of WEST JORDAN CITY ("**City**") in relation to that certain real property described on Exhibit "A", attached hereto and incorporated herein by this reference (the "**Property**").

Concurrent with or prior to the execution and recording of this Notice, Owner acquired the Property and secured approvals from the City (the "**Approvals**") with respect to the development of the Property as an extended stay hotel development. As part of the Approvals, the City required the Owner to plan and provide for an Access Easement burdening the Property and benefiting the adjacent parcel of real property having Parcel No. 21-29-152-005-0000 (the "**Grantee Parcel**"). The Grantee Parcel is currently vacant and undeveloped. The City acknowledges and agrees that the Access Easement does not have to be granted by Owner unless or until the following conditions (collectively, the "**Grant Conditions**") are met: (i) the Grantee Parcel owner files an application with the City for the development of the Grantee Parcel; (ii) the City makes a determination in connection with the development application pertaining to the Grantee Parcel that the Access Easement is required in order for the Grantee Parcel to meet the minimum access requirements set forth by the City codes and ordinances; (iii) the City determines that the Grantee Parcel's access requirements cannot reasonably be met by alternative accesses; and (iv) the owner of the Grantee Parcel executes and authorizes the recording of the Access Easement in form and content attached hereto as Exhibit "B" ("**Access Easement**"). The City and the Owner have heretofore agreed to a compliant and acceptable form for the Access Easement, and the owner of the Grantee Parcel shall be required to execute and comply with the Access Easement, or another form similar to the Access Easement that is acceptable to the City and the Owner and which complies with City regulations, as a condition to benefitting from the Access Easement. In the event the Grant Conditions have not been met within ten (10) years, Owner agrees to file a renewal of this Notice, with the same terms, that shall be in effect for another ten (10) years.

Notwithstanding the foregoing, or anything to the contrary herein, this Notice shall automatically terminate upon the earlier to occur of the following: (i) the Access Easement is recorded against the Property and the Grantee Parcel (after the Grant Conditions are met); or (ii) the Grantee Parcel is developed and/or improved by the owner of the Grantee Parcel without satisfying the Grant Conditions or otherwise requiring the Access Easement, or (iii) an Automatic Termination Event (as defined in the Access Easement) occurs.

This Notice is not to be recorded against the Grantee Parcel unless and until authorized by the owner of the Grantee Parcel and/or the Access Easement is executed by the owner of the Grantee Parcel.

*[Signature and Acknowledgment Follow]*

POOR COPY  
- CO RECORDER -

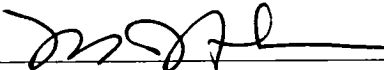
EXECUTED and effective as of the date first mentioned above.

**OWNER:**

WEST JORDAN HOTEL HOLDINGS, LLC  
a Utah limited liability company

By: LLG I, LLC, its manager

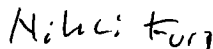
By: WEST77 PARTNERS, LLC

By:   
Michael Nielson, Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF Utah            )

On this 24<sup>th</sup> day of Aug 2023, personally appeared before me Michael Nielson, personally known to me to be the Manager of WEST77 PARTNERS, LLC, which is the Manager of LLG I, LLC, which is the manager of WEST JORDAN HOTEL HOLDINGS, LLC, a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as in such capacity for said entity, and that said instrument is the free and voluntary act of the same, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity.

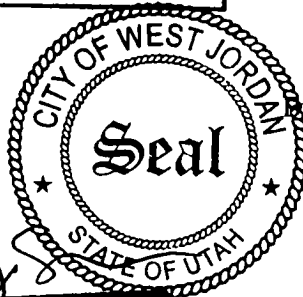
WITNESS my hand and official seal

  
Notary Public for the State of Utah

My Commission Expires:  
1-14-2026



ACKNOWLEDGED AND AGREED TO BY:  
WEST JORDAN CITY





**ATTEST:**  
  
City Recorder

**EXHIBIT "A"**

(Legal Description of the Property)

**EXHIBIT A  
LEGAL DESCRIPTION**

Lots 305 and 306, JORDAN LANDING TECHNOLOGY PARK, PHASE III, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office, recorded June 24, 2003 as Entry No. 8702410 in Book 2003P at Page 180

**EXHIBIT "B"**

(Form of Access Easement)

When recorded please return to:

WEST JORDAN HOTEL HOLDINGS, LLC  
Attn: Michael Nielson  
3300 N. Triumph Blvd., Ste. 100  
Lehi, Utah 84043

## ACCESS EASEMENT

THIS ACCESS EASEMENT (the "*Agreement*") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("*Effective Date*"), by and between WEST JORDAN HOTEL HOLDINGS, LLC, a Utah limited liability company (the "*Grantor*") and [Insert the then owner of Parcel 21-29-152-005] (the "*Grantee*"), subject to the terms and conditions set forth herein, including, without limitation, the condition precedent set forth in Section 7 hereof.

### RECITALS:

A. Grantor is the owner of certain real property located in West Jordan, Salt Lake County, Utah, located at or near 7372 S. Campus View Drive, West Jordan, Utah, which property is more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof (the "*Grantor Parcel*").

B. Grantee is the owner of certain real property, located directly adjacent to the north of the Grantor Parcel, in West Jordan, Salt Lake County, Utah, located at or near 7344 S. Campus View Drive, West Jordan, Utah, which property is more particularly described and depicted on Exhibit "B" attached hereto and made a part hereof (the "*Grantee Parcel*").

C. West Jordan City (the "*City*") has required, in connection with Grantor's development of the Grantor Parcel, that Grantor grant to the Grantee for the benefit of the Grantee Parcel, an access easement over the Grantor Parcel, and Grantor is willing to grant such access easement for the benefit of the Grantee Parcel, on the terms and conditions more particularly set forth herein.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agrees as follows:

1. Grant of Easement by Grantor. Grantor hereby grants and conveys for the benefit of the Grantee Parcel a non-exclusive, perpetual easement for ingress and egress and privilege of right-of-way (the "*Easement*") over the portion of the Grantor Parcel generally illustrated and designated as the "Easement Area" (the "*Easement Area*") on the Site Plan attached hereto as Exhibit "C" (the "*Site Plan*"). Grantor may use, and may allow other parties to use (including,

without limitation, Grantor's heirs, successors, and assigns, agents, customer, guests, invitees, and employees), the Easement Area in any way that is not materially inconsistent with and materially prejudicial to the Grantee's rights set forth herein, with such reservation by Grantor to be construed in its broadest sense. Furthermore, at all times prior to Grantee's execution of a counterpart to this Agreement, Grantor may gate, fence, block, and otherwise preclude access to and use of the Easement by Grantee and any third parties claiming by, through, or under Grantee. The Grantee Parcel is the sole parcel that shall receive the non-exclusive benefit and use of the Easement Area for the limited purposes set forth herein. Grantor grants the Easement for the benefit of the Grantee Parcel "as-is", with all faults, and without representation or warranty of any kind to Grantee.

Upon completion of the parking lot and drive aisle improvements by Grantor within the Easement Area, Grantor may file and record an amendment to this Agreement (without notice to or consent of any third party including, without limitation, the City or Grantee) to update the Site Plan to be reflective of the as-built site plan, and which amendment shall include a description of the Easement Area as Exhibit "D".

2. Use of Easement. Grantee may use the Easement Area solely for vehicular and pedestrian ingress and egress over the Easement Area (the "**Permitted Use**"). The Easement Area may not be used by Grantee or Grantee's heirs, successors, assigns, agents, customers, guests, invitees, and employees ("**Grantee Permitted Users**") for parking or any other uses. The Easement Area may not be used by Grantee or Grantee Permitted Users for construction access or other construction uses, and Grantee shall preclude and prevent all contractors and agents of Grantee to not utilize the Easement Area for any construction uses, including, without limitation, for equipment or machinery access to the Grantee Parcel. Grantee Permitted Users shall also be authorized to use the Easement Area for the Permitted Use. Grantee shall have no rights to use or benefit from this Agreement and the Easement granted herein (including, without limitation, for the Permitted Use), unless and until Grantor completes the Initial Construction, defined below.

3. Grantor Construction. Grantor shall be responsible for the initial construction and improvement of the Easement Area consistent with the minimum requirements of the City and other applicable jurisdictional authorities ("**Minimum Requirements**") in connection with Grantor's development of the Grantor Parcel ("**Initial Construction**"). Grantor may commence and complete the Initial Construction at any time following the Effective Date, and makes no representation to the City, Grantee, or any third party as to the timing, nature, quality, adequacy, and suitability of the Initial Construction generally and/or for the purposes and intended development and uses thereof by Grantee or any third party. Grantor may, as part of the Initial Construction or at any time thereafter, place, maintain, or allow any medians, interferences, security measures, or other obstructions as part of the Easement Area so long as the same do not unreasonably interfere with Grantee's rights hereunder. The Initial Construction shall be completed pursuant to plans, designs, and specifications acceptable to Grantor in Grantor's sole and absolute discretion. In the event the Initial Construction has not been commenced by Grantor and Grantee desires or requires the Initial Construction to be completed in connection with the development of the Grantee Parcel, then Grantee may perform the Initial Construction, at Grantee's sole cost, burden, and expense, provided, however, prior to commencing such Initial Construction, Grantee shall obtain Grantor's written approval of the Initial Construction plans, designs, and specifications, which shall be acceptable to Grantor in Grantor's sole and absolute discretion.

4. Maintenance of the Easement Area; Reimbursement. Grantor shall maintain the Easement Area at its cost prior to Grantor's commencement of the Initial Construction. From and after Grantor's completion of the Initial Construction, Grantor shall all times maintain the Easement Area to the extent reasonably necessary in order to maintain the general quality, appearance, and functionality of the Easement Area ("**Maintenance**"). The Maintenance may include, in the discretion of Grantor, without limitation, cleaning, sweeping, snow and ice removal, debris removal, maintaining paved surfaces in a smooth and evenly covered condition, maintaining directional markers/lines, repairs, resurfacing, striping, replacements, and related services and improvements reasonably necessary to preserve and maintain the Easement Area and improvements thereon. Grantor shall be entitled to reimbursement from Grantee in the amount of one-half of any costs incurred by Grantor in performing the Initial Construction and in performing the Maintenance ("**Reimbursement**") to the extent applicable to the Easement Area. Grantor shall submit Grantee an invoice for any Reimbursement, and Grantee shall make payment of such invoice within 30 days of the date of the invoice. Late payment thereof shall accrue interest at the rate of 18% per annum. Grantor's invoice to Grantee with respect to the Initial Construction may be delivered to Grantee at any time after Grantee executes a counterpart to this Agreement or otherwise commences use of the Easement Area, but no earlier.

Notwithstanding the foregoing, after completion of the Initial Construction, in the event any damages, disrepair, Maintenance, or repair of the Easement Area or the improvements thereon are caused or necessitated by the conduct, negligence, fault, acts, omissions, or inactions of Grantee or Grantee's agents, employees, guests, permittees, or invitees, then such damages, disrepair, Maintenance, or repair shall be the sole obligation of Grantee, and Grantee shall defend, indemnify, and hold Grantor harmless therefrom.

5. Indemnification. Each party ("**Indemnifying Party**") shall indemnify, defend, and hold the other party ("**Indemnified Party**") harmless from and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs, or expenses whatsoever (including, without limitation, reasonable attorney and expert fees and costs) arising out of or relating to any costs, damages, physical harm, physical damage, or personal injury or death caused by (i) the access to or use of the Easement by the Indemnifying Party and the Indemnifying Party's agents, employees, guests, permittees, or invitees, or (ii) a breach of this Agreement by the Indemnifying Party, in each case except to the extent caused by Indemnified Party's gross negligence, intentional misconduct, or breach of this Agreement. The obligations of the parties under this Section 5 will survive termination of this Agreement.

6. Insurance. Grantee shall maintain comprehensive general liability insurance against claims for bodily injury, death, and property damage occurring in or upon the Grantor Parcel, the Easement Area, and with respect to or resulting from use of the Easement, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Agreement, in such amounts as may be carried from time to time by prudent owners of similar properties in the area the Grantor Parcel and Grantee Parcels are located, but in all events to afford protection for limits of not less than \$1,000,000.00 combined single limit \$2,000,000.00 in the aggregate for bodily injury or property damage, and Grantor shall be named as an additional

insured under each such policy. Before any entry onto the Grantor Parcel or use of the Easement, Grantee shall provide Grantor with a certificate of insurance evidencing such coverage requirements are met and naming Grantor as an additional insured, and such policy(ies) shall require 30-day notice to Grantor in the event of cancellation, non-renewal, or material change.

7. Condition Precedent. Prior to any use of the Easement Area by Grantee, Grantee Permitted Users, or any third party claiming by, through, or under this Agreement or Grantee, and prior to the Grantee Parcel being otherwise benefitted from this Agreement, the owner of the Grantee Parcel must (i) execute and record a counterpart to this Agreement whereby the owner of the Grantee Parcel becomes bound by the terms and conditions of this Agreement, and (ii) make payment to Grantor of the Reimbursement with respect to the Grantee's share of the Initial Construction costs (as contemplated in Section 4, above).

8. Automatic Termination of this Agreement. In the event that (i) the City approves a lot consolidation or boundary line adjustment or other adjustment to the boundary of the Grantee Parcel resulting in the enlargement of the area of the Grantee Parcel and the enlarged parcel can independently meet all City access requirements without reliance on access through the Easement Area, or (ii) the City otherwise approves alternative access plans to and for the Grantee Parcel in connection with development of the Grantee Parcel, or the Grantee Parcel otherwise qualifies for alternative access in accordance with applicable laws and City access requirements without reliance on access through the Easement Area (it being understood and agreed that as part of the development of the Grantee Parcel the owner of the Grantee Parcel is required to exercise good faith efforts with the City to satisfy all City access requirements independently and without the necessity of access to the Grantee Parcel through the Easement Area) (each an "***Automatic Termination Event***"), then, upon the occurrence of any Automatic Termination Event, this Agreement shall automatically terminate, Grantee shall have no rights hereunder, and the Grantee Parcel shall not benefit from this Agreement. Upon the occurrence of an Automatic Termination Event, Grantor may, without the consent of the City, Grantee, or any third party, record a termination of this Agreement.

9. Benefit and Binding Effect. Subject to Section 7, the Easement conveyed by this Agreement shall be perpetual and shall run with and bind the Grantor Parcel and shall benefit the Grantee Parcel, and all parties having or acquiring any right, title, or interest in or to the Grantor Parcel or the Grantee Parcel, as applicable, shall take title subject to this Easement. Conveyance of title to the Grantor Parcel or the Grantee Parcel shall not affect the enforceability of this Agreement or the Easement against any future owner of the Grantor Parcel or the Grantee Parcel.

10. Miscellaneous. The parties will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof. This Agreement shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect. If any party brings suit to enforce or interpret



this Agreement or for damages on account of the breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Grantor Parcel or Grantee Parcel for the general public or for any public purpose.

11. Equitable Rights of Enforcement. The Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance, without the necessity of proof of inadequacy of legal remedies or irreparable harm; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

12. Estoppel Certificates. Grantor and Grantee agree that upon the request of the other (or their successor), the requested party will deliver within 10 days a certificate stating: (a) that this Agreement is in full force and effect and unmodified, or if this Agreement has been modified stating such modification, (b) whether there is any default by any party under the Agreement or whether there exists any circumstances which by notice and/or the passage of time would constitute such a default, and (c) any other matters reasonably requested by the requesting party. Such certificate shall be addressed to the requesting party, and such parties shall have the right to rely thereon. Failure of any party to timely execute, acknowledge, and deliver such estoppel certificate shall constitute a default by such failing party, and furthermore, shall constitute an acceptance of the estoppel certificate and an acknowledgement by the failing party that the statements included in the estoppel certificate are true and correct, without exception.

13. Lien Rights. In the event Grantee fails to timely pay any amounts due by Grantee hereunder, then Grantee expressly authorizes and consents to Grantor recording a mechanic's lien, contractual lien, or other appropriate lien, as may be determined by Grantor, against the Grantee Parcel, in the amount of such costs, expenses, interest, fees, attorney fees, and other amounts and charges incurred by Grantor as a result of Grantee's failure to perform as required herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor executed this Access Easement on the day and year first written above.

**GRANTOR:**

WEST JORDAN HOTEL HOLDINGS, LLC  
a Utah limited liability company

By: LLG I, LLC, its manager

By: WEST77 PARTNERS, LLC

[FORM ONLY – DO NOT SIGN]

By: \_\_\_\_\_  
Michael Nielson, Manager

STATE OF UTAH            )  
                                      : ss.  
County of UTAH         )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared before me Michael Nielson, personally known to me to be the Manager of WEST77 PARTNERS, LLC, which is the Manager of LLG I, LLC, which is the manager of WEST JORDAN HOTEL HOLDINGS, LLC, a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as in such capacity for said entity, and that said instrument is the free and voluntary act of the same, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity.

\_\_\_\_\_  
NOTARY PUBLIC

[TO BE EXECUTED BY GRANTEE AND RECORDED PRIOR TO GRANTEE BEING ENTITLED TO BENEFIT FROM AND USE THE EASEMENT AREA AS CONTEMPLATED HEREIN]

IN WITNESS WHEREOF, Grantor executed this Access Easement on the day and year first written above.

**GRANTEE:**

[Insert the then owner of Parcel 21-29-152-005], a Utah \_\_\_\_\_

[FORM ONLY – DO NOT SIGN]

By \_\_\_\_\_, Manager

STATE OF UTAH                    )  
  : ss.  
County of SALT LAKE         )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that s/he is the Manager of [Insert the then owner of Parcel 21-29-152-005], LLC, a Utah limited liability company, and that the said instrument was signed in behalf of said limited liability company by authority of its Operating Agreement, and the aforesaid Manager acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**GRANTOR PARCEL LEGAL DESCRIPTION**

[PARCELS 21-29-152-006-0000 and 21-29-301-004-0000: FORM ONLY: LEGAL TO BE ADDED PRIOR TO RECORDING]

**EXHIBIT "B"**

GRANTEE PARCEL LEGAL DESCRIPTION

[PARCEL 21-29-152-005-000: FORM ONLY: LEGAL TO BE ADDED PRIOR TO RECORDING]

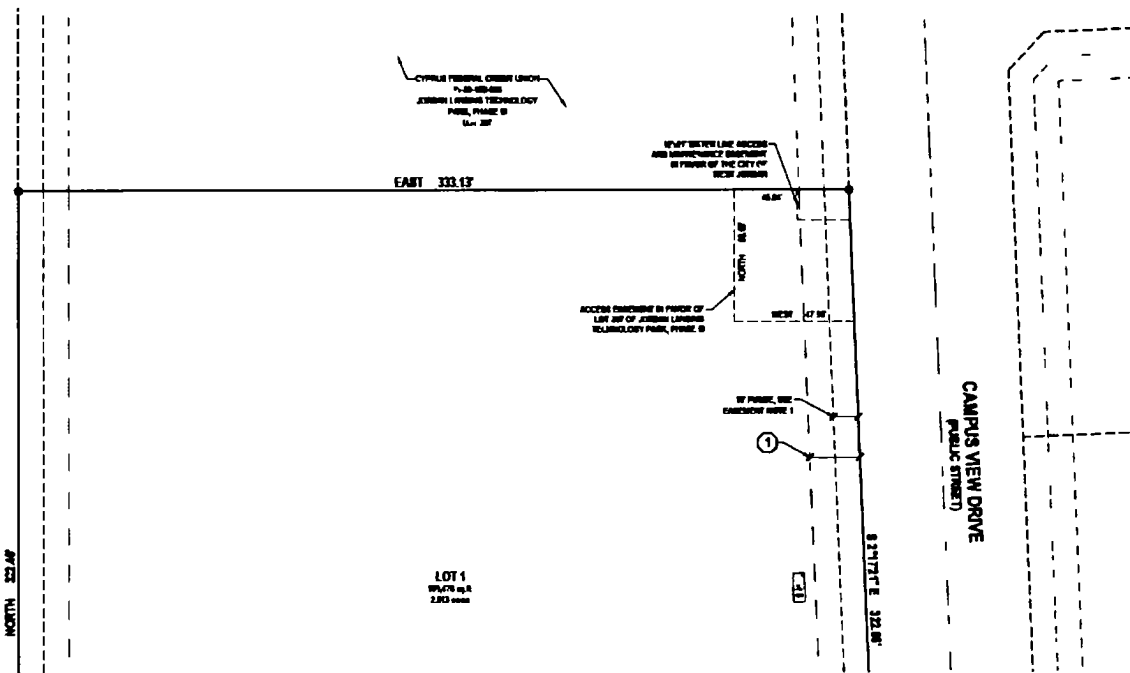
**THIS IS NOT TO BE RECORDED AGAINST THE GRANTEE PARCEL UNTIL THE ACCESS EASEMENT IS EXECUTED BY THE OWNER OF THE GRANTEE PARCEL**

**EXHIBIT "C"**

**EASEMENT AREA DEPICTION  
SITE PLAN**

**LIVAWAY SUITES WEST JORDAN**

AMENDING LOTS 303 AND 306 OF JORDAN LANDING TECHNOLOGY PARK, PHASE III PLAT  
LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 20,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
WEST JORDAN CITY, SALT LAKE COUNTY, UTAH



**EXHIBIT "D"**

**EASEMENT AREA LEGAL DESCRIPTION**

[FORM ONLY: DESCRIPTION TO BE ADDED PRIOR TO RECORDING]

**EXHIBIT "D"**

**EASEMENT AREA LEGAL DESCRIPTION**

[FORM ONLY: DESCRIPTION TO BE ADDED PRIOR TO RECORDING]

**BOUNDARY DESCRIPTION**

Lots 305 and 306, JORDAN LANDING TECHNOLOGY PARK, PHASE III, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, recorded June 24, 2003 as Entry No. 8702410 in Book 2003P at Page 180.

Beginning at the Southwest Corner of Lot 305 of said Jordan Landing Technology Park, Phase III, said point being North 07°23'08" East 2,505.97 feet along the section line and South 82°36'52" East 161.00 feet from the Southwest Corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 322.40 feet along the westerly boundary line of said Lot 305 and Lot 306 of Jordan Landing Technology Park, Phase III to the Northwest Corner of said Lot 306;

thence East 333.13 feet along the northerly boundary line of said Lot 306 to the Northeasterly Corner of said Lot 306 and the westerly right-of-way line of Campus View Drive;

thence South 02°17'21" East 322.66 feet along said westerly right-of-way line to the Southeast Corner of said Lot 305;

thence West 346.01 feet along the southerly boundary line of said Lot 305 to the point of beginning.

Contains 109,478 Square Feet or 2.513 Acres