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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: ZJM, DEPUTY - WJ 15 P.

WHEN RECORDED, MAIL TO:

David E. Gee
Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
MNT 02031107

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DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (the "Declaration") is made and entered into this 3 day of April, 2003, by Michael J. Wright & Cynthia L. Wright ("Wright") and WASATCH HOMELESS HEALTHCARE, INC., a Utah nonprofit corporation ("Wasatch").

RECITALS

A. Wright owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on the attached Exhibit "A" (the "Wright Tract").

B. Wasatch owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on the attached Exhibit "B" (the "Wasatch Tract").

C. Wright and Wasatch have agreed to grant reciprocal easements for ingress and egress of pedestrians and vehicles across portions of their respective Tracts, upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wright and Wasatch, intending to be legally bound and intending that the burdens and benefits by this Declaration run with, benefit and burden the Wright Tract and the Wasatch Tract, hereby agree as follows:

1. Definitions. As used in this Declaration:

(a) "Benefitted Parties" means:

(i) The Owner of the Wasatch Tract;

(ii) The Owner of the Wright Tract;

(iii) Any Occupant of the Wasatch Tract or the Wright Tract; and

(iv) The guests, customers, employees or invitees of any Owner or Occupant described in subsections (i) through (iii).

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(b) "Driveway" means the driveway described depicted on the Site Plan, which is located on the Wright Tract and the Wasatch Tract, the legal description of which is attached to this Declaration as Exhibit "C."

(c) "Governmental Authorities" means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Tract or its use, operation, maintenance or development.

(d) "Governmental Requirements" means all laws, ordinances, rules, requirements, resolutions, policy statements and regulations of Governmental Authorities bearing on the construction, alteration, rehabilitation, maintenance, use, operation or sale of a Tract.

(e) "Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on any Tract or portion of a Tract.

(f) "Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

(g) "Occupant" means any person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use a designated Tract or portion of a Tract.

(h) "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in any Tract, or portion of a Tract. In the event there is more than one Owner of the Tract involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee, beneficiary, trustee or other secured party unless and until such Person has acquired fee title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

(i) "Person" means a natural person or a legal entity.

(j) "Site Plan" is attached as Exhibit "D."

(k) "Tract" means the Wright Tract or the Wasatch Tract.

(l) "Tracts" means the Wright Tract and the Wasatch Tract.

2. Grant of Easements By Wright. Wright hereby grants, conveys, creates and establishes the following easements across that portion of the Driveway which is located on the Wright Tract:

(a) Non-exclusive perpetual easements appurtenant to the Wasatch Tract for the purpose of pedestrian traffic of the Benefitted Parties to and over the Driveway.

(b) Non-exclusive perpetual easements appurtenant to the Wasatch Tract for the purpose of furnishing access for the vehicles of the Benefitted Parties to and over the Driveway.

(c) The right for existing buildings located on the Wasatch Tract to encroach into the Driveway as depicted on the Site Plan. The right granted in this subsection (c) shall terminate when such existing building is removed from the Wasatch Tract.

3. Grant of Easements By Wasatch. Wasatch hereby grants, conveys, creates and establishes the following easements across that portion of the Driveway which is located on the Wasatch Tract:

(a) Non-exclusive perpetual easements appurtenant to the Wright Tract for the purpose of pedestrian traffic of the Benefitted Parties to and over the Driveway.

(b) Non-exclusive perpetual easements appurtenant to the Wright Tract for the purpose of furnishing access for the vehicles of the Benefitted Parties to and over the Driveway.

(c) The right for existing buildings located on the Wright Tract to encroach into the Driveway as depicted on the Site Plan. The right granted in this subsection (c) shall terminate when such existing building is removed from the Wright Tract.

4. Maintenance. Each Owner shall maintain that portion of the Driveway which is on its Tract in good condition and repair.

5. Right to Terminate Reciprocal Use. Each Owner reserves the right to modify, alter, move, relocate or change the sidewalks, driveways and traffic lanes located on its Tract other than the improvements located in the Driveway. The Owner of each Tract shall have the right to modify the nature or intensity of use of its Tract. Notwithstanding the foregoing, if the Owner of either Tract materially changes the nature or intensity of the use of its Tract such that the burden imposed on the Driveway as a result of such use is materially increased (such Owner being referred to in this Section as the "Impacting Owner"), then the Owner of the other Tract (the "Impacted Owner") shall have the right to terminate the right of the Impacting Owner and its Benefitted Parties to use the Driveway. Such termination right shall be exercised by written notice from the Impacted Owner to the Impacting Owner which indicates that the termination right granted by this Section 4 is being exercised and specifies in reasonable detail the change in the nature or intensity of use which causes the other Impacted Owner to exercise its right of termination. Such termination shall not terminate the rights of the Impacted Owner or its Benefitted Parties under this Agreement.

6 Title and Mortgage Protection.

(a) Wright and Wasatch each covenant with respect to their Tract that the rights and obligations created by this Declaration are and shall be superior in right and title to the claims of any Mortgagee of such Tract.

(b) No amendment to this Declaration shall in any way affect the rights of any Mortgagee holding a Mortgage that is in effect at the time of the amendment or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee consents in writing to such amendment.

(c) A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Tract. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights of a Mortgagee under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration.

7. Amendment or Termination; Duration of Declaration. This Declaration may be amended or terminated only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of both Tracts. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

8. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are covenants running with the land, and shall be binding upon and shall inure to the benefit of each Owner any other party who acquires or comes to have any interest in any Tract, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements of this Declaration shall also inure to the benefit of each and each Person owning or occupying any portion of a Tract. Each Owner shall comply with, and all interests in all Tracts shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in a Tract, the party so acquiring, coming to have such interest in a Tract, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

9. Enforcement. The Owners of a Tract or any portion of a Tract shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver

of the right to insist upon such performance or compliance with the terms of this Declaration in the future.

10. Effective Date. This Declaration, and any amendment or termination of this Declaration, shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

11. Titles, Captions and References. All section titles or captions in this Declaration are for convenience of reference only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context clearly refers to another agreement, document or instrument.

12. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

13. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

14. Counterparts. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

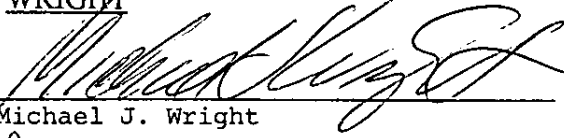
15. Exhibits. All exhibits attached to or otherwise referenced in this Declaration are expressly made a part of this Declaration as fully as though completely set forth in this Declaration.

16. Time of Essence. Time is of the essence in respect of this Declaration.

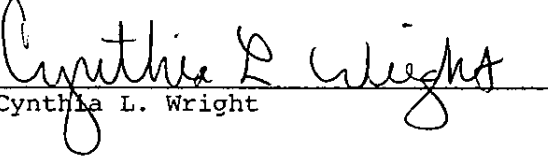
(Signatures begin on following page)

EXECUTED the day and year first above written.

"WRIGHT"



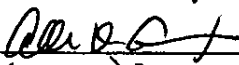
Michael J. Wright



Cynthia L. Wright

"WASATCH"

WASATCH HOMELESS HEALTH CARE, INC., a
Utah nonprofit corporation

By 
Its: EXEC DIRECTOR

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

On this 3rd day of April, 2003, before me the undersigned notary public, personally appeared Michael J. Wright and Cynthia L. Wright, the signers of the foregoing instrument, who acknowledged to me that they executed the same.

Kathy Hale
NOTARY PUBLIC

My Commission Expires:
Residing at:



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

On this 7 day of April, 2003, before me the undersigned notary public personally appeared Allan Ainsworth, known to me to be the President of WASATCH HOMELESS HEALTH CARE, INC., a Utah non-profit corporation, named in and that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

Kathy Hale
NOTARY PUBLIC

My Commission Expires:
Residing at:



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EXHIBIT "A"
TO
DECLARATION OF EASEMENTS

Legal Description of Wright Tract

Exhibit "A"

BEGINNING at a point on the South line of 400 South Street, said point being the Northwest corner of Lot 7, Block 44, Plat "A", Salt Lake City Survey and running thence North 89 degrees 57'47" East along the South line of 400 South Street and the North line of said Block 44, 97.50 feet; thence South 0 degrees 01'01" East 330.00 feet to the South line of said Lot 7; thence South 89 degrees 57'47" West along said South line 97.50 feet to the Southwest corner of said Lot 7; thence North 0 degrees 01'01" West along the West line of said Lot 7, 330.00 feet to the point of beginning. Contains 0.7386 Acres.

EXHIBIT "B"

TO

DECLARATION OF EASEMENTS

Legal Description of Wasatch Tract

EXHIBIT "B"

PARCEL 1:

Beginning at the Southwest corner of the intersection of 400 South and 400 West Street, said point being the Northeast corner of Lot 8, Block 44, Plat "A", Salt Lake City Survey; and running thence South 0 deg. 01'01" East along the West line of 400 West Street and the East line of said Block 44, 330.00 feet to the Southeast corner of said Lot 8; thence South 89 deg. 57'47" West along the South line of Lots 8 and 7 of said Block 44, 232.50 feet; thence North 0 deg 01'01" West 333.00 feet to the South line of 400 South Street and the North line of said Block 44; thence North 89 deg. 57'47" East along said lines 232.50 feet to the point of beginning.

PARCEL 1A:

TOGETHER WITH a right of way being further described as follows:

Beginning at a point on the South line of 400 South Street, said point being North 89 deg. 57'47" East 81.00 feet from the Northwest corner of Lot 7, Block 44, Plat "A", Salt Lake City Survey; and running thence North 89 deg. 57'47" East along said South line 16.50 feet; thence South 0 deg. 01'01" East 130.00 feet; thence South 12 deg. 37'00" East 69.85 feet; thence South 0 deg. 01'01" East 131.81 feet to the South line of said Lot 7; thence South 89 deg. 57'47" West along said South line 16.50 feet; thence North 0 deg. 01'01" West 130.00 feet; thence North 12 deg. 37'00" West 69.85 feet; thence North 0 deg. 01'01" West 131.83 feet to the point of beginning.

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EXHIBIT "C"

TO

DECLARATION OF EASEMENTS

Legal Description of Driveway

EXHIBIT "C"

A RIGHT OF WAY being further described as follows:

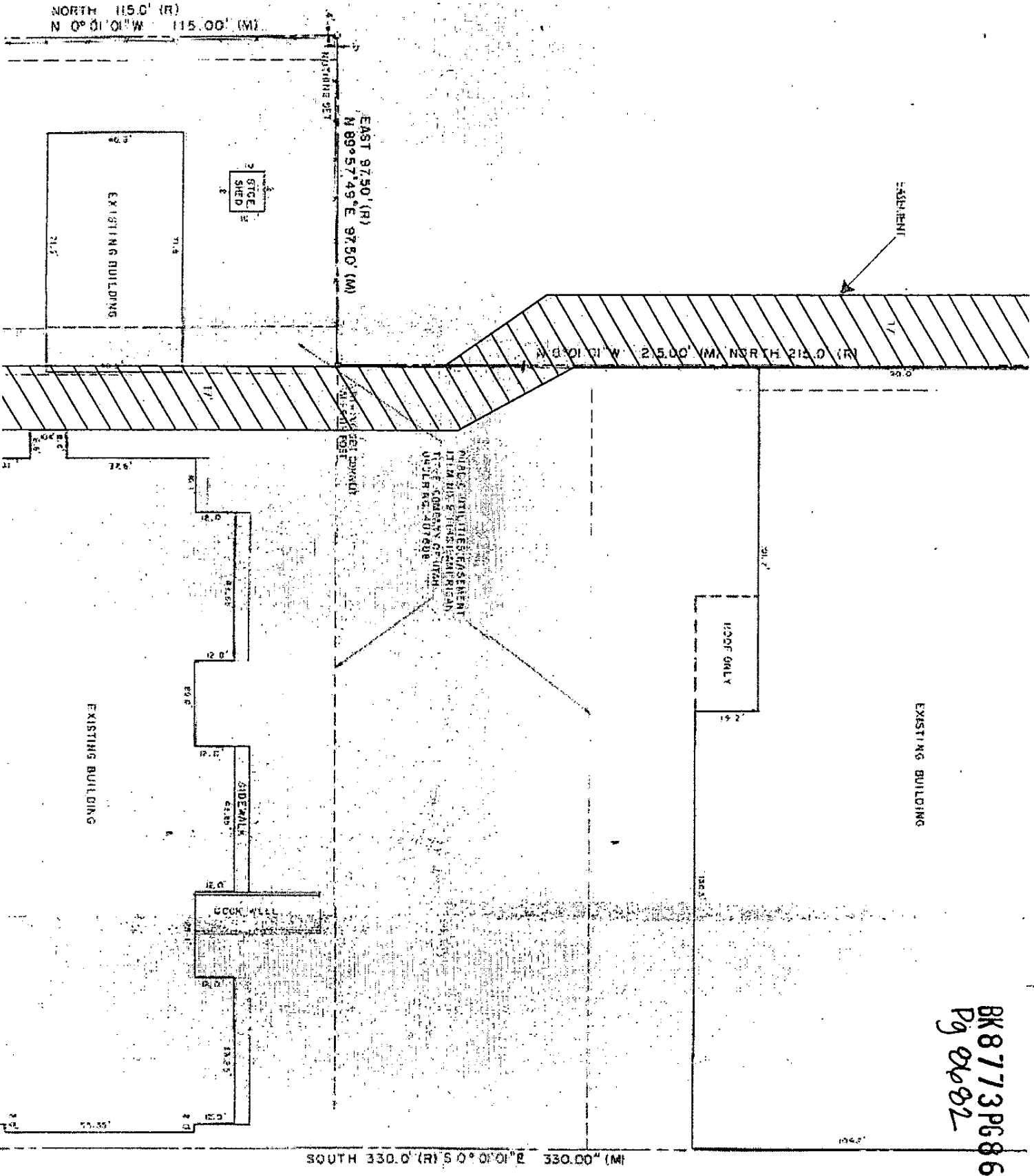
Beginning at a point on the South line of 400 South Street, said point being North 89 deg. 57'47" East 81.00 feet from the Northwest corner of Lot 7, Block 44, Plat "A", Salt Lake City Survey; and running thence North 89 deg. 57'47" East along said South line 16.50 feet; thence South 0 deg. 01'01" East 130.00 feet; thence South 12 deg. 37'00" East 69.85 feet; thence South 0 deg. 01'01" East 131.81 feet to the South line of said Lot 7; thence South 89 deg. 57'47" West along said South line 16.50 feet; thence North 0 deg. 01'01" West 130.00 feet; thence North 12 deg. 37'00" West 69.85 feet; thence North 0 deg. 01'01" West 131.83 feet to the point of beginning.

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EXHIBIT "D"
TO
DECLARATION OF EASEMENTS

Site Plan

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400 WEST ST.

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