

WHEN RECORDED MAIL TO:
Residences at Vista Station North, LLC
978 Woodoak Ln.
Salt Lake City, UT 84107

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11/10/2016 9:08:00 AM \$41.00
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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 15 P.

File No.: 82871-AF

EASEMENT AND MAINTENANCE AGREEMENT

In Reference to Tax ID Number(s):

27-36-351-011

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 8th day of NOVEMBER, 2016, by and between Residences at Vista Station North, LLC, a Utah limited liability company ("Grantee"), and BG Vista Station, LC a Utah limited liability company ("Grantor") (Grantee and Grantor being herein sometimes referred to individually as a "Party" and collectively as the "Parties").

IN CONSIDERATION of the mutual covenants and agreements herein set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Grant of Easement. Grantor, as the owner of real property identified on Exhibit "A" ("Grantor's Property"), hereby grants to Grantee an irrevocable nonexclusive easement (the "Easement Property") over the real property described on Exhibit "B" for the purpose of grading ("Grading Easement"), over the real property described on Exhibit "C" for sewer purposes ("Sewer Easement"), and over the real property described on Exhibit "D" for the purpose of storm water drainage ("Drainage Easement").

2. Improvement and Maintenance of Easement Property. Improvement and Maintenance of the Easement Property will be completed as follows:

- a) Grading Easement.** Grantee will pay for all costs associated with the proposed placement of fill and grading on the Grading Easement. Grantee shall be solely responsible for payment of all construction costs in a timely manner, including, without limitation, associated permits, such as stormwater, fugitive dust control, utilities, etc. The construction contractor will be licensed, bonded, and insured. Grantor's approval of the construction contractor will be required. Once the proposed improvements are complete, Grantee will also pay for costs associated with maintaining the improved Grading Easement, including keeping the Grading Easement free of debris, noxious weeds, and other hazards materials.
- b) Sewer Easement.** Grantee will pay for all costs associated with the maintenance of the Sewer Easement, including the maintenance, repair, and replacement of improvements located in the Sewer Easement. Grantee shall keep the Sewer Easement in good order and repair, and promptly repair any damage to the Sewer Easement property.
- c) Drainage Easement.** Grantee will pay for all costs associated with the maintenance of the Drainage Easement, including the maintenance, repair, and replacement of improvements located in the Drainage Easement. Grantee shall keep the Drainage Easement in good order and repair, and promptly repair any damage to the Drainage Easement property.

3. Indemnification. Each Party shall indemnify and hold the other Party harmless against claims of third persons arising from the Party's performance of the obligations outlined in this Agreement.

4. Perpetual Obligations, Succession. The rights and obligations of the Parties hereunder shall be perpetual and shall run with the land, and shall inure to the benefit and be binding upon the Parties and their respective successors and assigns (who shall also be deemed to be Parties for all purposes hereof). Such rights-of-way and easements shall each (i) be appurtenant to and benefit Grantee's Parcel, (ii) bind and burden the Easement Property and Grantee's Parcel and every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under the Easement Property and/or Grantee's Parcel, and (iii) constitute a covenant running with the land.

5. Incorporation of Exhibits. The exhibits referred to in this Agreement are incorporated herein by reference and made a part hereof.

6. No Waiver. No failure or delay in exercising any right, power or privilege under this Agreement, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7. Relationship of Parties. Nothing contained in this Agreement shall be interpreted or construed to create an agency relationship, association, joint venture, trust or partnership, or impose any trust or partnership covenant, obligation or liability on or with regard to any Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8. Integration. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by any one acting on behalf of a Party, shall be deemed to be merged in and superseded by this Agreement and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no Party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this Agreement. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the Parties.

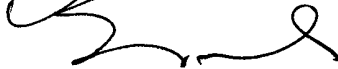
9. Amendments. This Agreement may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the Parties. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the Parties that no provisions of this Agreement, including said two sentences, shall be

modifiable in any way or manner whatsoever other than through a written document signed by all of the Parties.

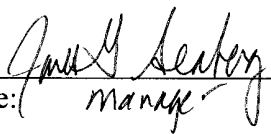
10. Further Acts. The Parties shall cooperate with each other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth hereinabove.

GRANTOR:
BG VISTA STATION, LC

By: 
Name: BRIAN GOCHNOUR
Title: MANAGER

GRANTEE:
RESIDENCES AT VISTA STATION NORTH, LLC

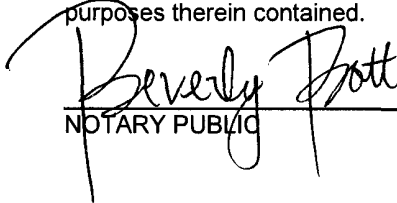
By: 
Name: James G. Seaberg
Title: manager

EASEMENT AND MAINTENANCE AGREEMENT

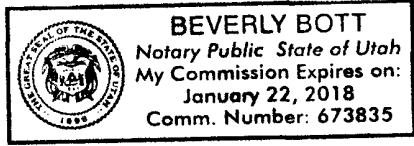
NOTARY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 4th day of November, 2016, personally appeared before me Brian Gochnour, who acknowledged himself to be the Manager of BG Vista Station, LC, a Utah limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



NOTARY PUBLIC



EASEMENT AND MAINTENANCE AGREEMENT

NOTARY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 8th day of November, 2016, personally appeared before me James G. Seaberg, who acknowledged himself to be the Manager of Residences at Vista Station North, LLC, a Utah limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Becky A. Kitzman
NOTARY PUBLIC

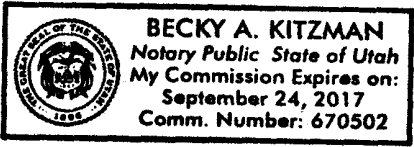


EXHIBIT "A"

GRANTOR'S PROPERTY

Lot 120A of Draper TOD Third Amended Plat

Beginning at a point being South 00°01'13" West 1,566.20 feet along the section line from the West Quarter Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°58'47" East 51.61 feet;
thence North 61°07'08" East 210.99 feet;
thence North 82°18'15" East 11.43 feet;
thence North 67°46'42" East 17.09 feet;
thence Southeasterly 468.31 feet along the arc of a 853.00 foot radius curve to the left (center bears North 67°46'42" East and the chord bears South 37°57'00" East 462.45 feet with a central angle of 31°27'23");
thence South 31°50'29" West 108.26 feet;
thence Northwesterly 7.49 feet along the arc of a 48.22 foot radius curve to the left (center bears South 22°30'34" West and the chord bears North 71°56'32" West 7.49 feet with a central angle of 08°54'12");
thence North 71°09'32" West 25.80 feet;
thence North 57°40'13" West 17.62 feet;
thence Southwesterly 28.77 feet along the arc of a 17.78 foot radius curve to the left (center bears South 32°19'47" West and the chord bears South 75°58'09" West 25.73 feet with a central angle of 92°43'16");
thence South 31°18'15" West 15.09 feet;
thence Southwesterly 14.72 feet along the arc of a 13.57 foot radius curve to the right (center bears North 38°23'43" West and the chord bears South 82°40'43" West 14.01 feet with a central angle of 62°08'53");
thence North 67°33'08" West 30.39 feet;
thence North 37°24'01" West 11.11 feet;
thence North 23°51'12" West 4.66 feet;
thence Northwesterly 15.88 feet along the arc of a 7.52 foot radius curve to the left (center bears South 66°08'48" West and the chord bears North 84°20'49" West 13.09 feet with a central angle of 120°59'15");
thence South 31°04'57" West 19.22 feet;
thence Westerly 19.78 feet along the arc of a 9.62 foot radius curve to the right (center bears North 58°55'03" West and the chord bears West 16.48 feet with a central angle of 117°50'06");
thence Northwesterly 18.23 feet along the arc of a 21.10 foot radius curve to the left (center bears South 58°55'03" West and the chord bears North 55°49'53" West 17.67 feet with a central angle of 49°29'51");
thence North 87°35'36" West 21.26 feet;
thence Southwesterly 21.46 feet along the arc of a 18.87 foot radius curve to the left (center bears South 02°24'24" West and the chord bears South 59°49'16" West 20.32 feet with a central angle of 65°10'16");
thence South 21°16'08" West 20.35 feet;
thence Southwesterly 15.03 feet along the arc of a 10.87 foot radius curve to the right (center bears North 68°43'52" West and the chord bears South 60°52'56" West 13.86 feet with a central angle of 79°13'36");
thence North 79°42'07" West 19.97 feet;
thence North 50°12'50" West 10.07 feet;
thence Northwesterly 24.49 feet along the arc of a 18.09 foot radius curve to the left (center bears South 39°47'10" West and the chord bears North 89°00'44" West 22.66 feet with a central angle of 77°35'49");
thence South 55°04'21" West 10.05 feet;
thence Southwesterly 8.08 feet along the arc of a 7.08 foot radius curve to the right (center bears North 34°55'39" West and the chord bears South 87°46'13" West 7.65 feet with a central angle of 65°23'44");
thence North 61°25'28" West 16.80 feet;
thence Northwesterly 29.32 feet along the arc of a 34.47 foot radius curve to the left (center bears South 28°34'33" West and the chord bears North 85°47'51" West 28.45 feet with a central angle of 48°44'47");
thence South 66°23'47" West 39.92 feet;
thence Southwesterly 18.62 feet along the arc of a 28.36 foot radius curve to the right (center bears North 23°36'14" West and the chord bears South 85°12'12" West 18.28 feet with a central angle of 37°36'51");
thence North 75°53'37" West 18.82 feet;

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4812-1272-2234

thence Southwesterly 18.29 feet along the arc of a 28.95 foot radius curve to the left (center bears South 14°06'23" West and the chord bears South 86°00'43" West 17.98 feet with a central angle of 36°11'20");
thence South 66°13'11" West 19.30 feet;
thence South 85°32'26" West 30.27 feet;
thence South 79°52'03" West 0.85 feet to the section line;
thence North 00°01'13" East 373.17 feet along the section line to the point of beginning.

Contains 169,752 Square Feet or 3.897 Acres

EXHIBIT "B"

GRADING EASEMENT

Grading Easement across Lot 122 of Draper TOD Second Amended

Beginning at a point being South 00°01'13" West 701.65 feet along the section line from the West Quarter Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 30°56'21" East 20.26 feet;
thence North 32°18'34" East 56.39 feet;
thence North 23°52'21" East 98.52 feet;
thence North 11°35'44" East 27.60 feet;
thence North 19°15'47" East 47.92 feet;
thence North 29°42'09" East 73.53 feet;
thence North 41°05'31" East 8.92 feet;
thence South 48°54'29" East 74.33 feet;
thence South 36°34'15" West 335.85 feet;
thence North 00°01'13" East 20.59 feet to the point of beginning.

Contains 13,528 Square Feet or 0.311 Acres

EXHIBIT "C"

SEWER EASEMENT

Sewer Easement across Lot 120 of Draper TOD Second Amended

Beginning at a point being South 00°01'13" West 1,546.16 feet along the section line and South 89°58'47" East 26.93 feet from the West Quarter Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°58'47" East 6.07 feet;
thence North 62°26'46" East 15.71 feet;
thence South 00°01'16" West 51.88 feet;
thence South 27°18'25" West 59.62 feet;
thence North 62°41'35" West 20.00 feet;
thence North 27°18'25" East 54.77 feet;
thence North 00°01'16" East 39.75 feet to the point of beginning.

Contains 2,038 Square Feet or 0.047 Acres

EXHIBIT "D"

DRAINAGE EASEMENT

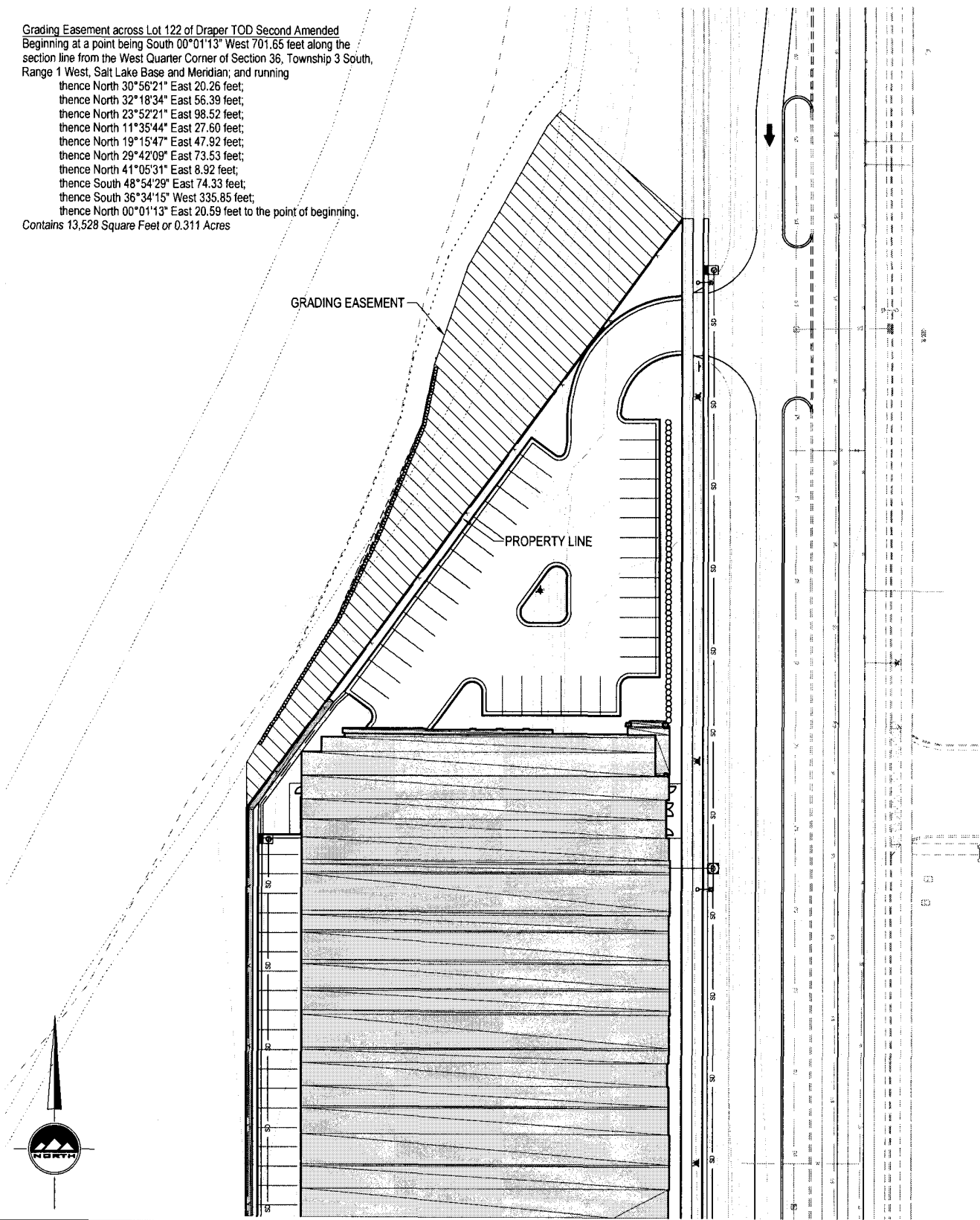
Storm Drainage Easement across Lot 120 of Draper TOD Second Amended

Beginning at a point being South 00°01'13" West 1,566.22 feet along the section line and East 40.73 feet from the West Quarter Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°58'47" East 10.88 feet;
thence North 61°07'08" East 10.43 feet;
thence South 28°17'17" East 12.39 feet;
thence South 61°42'43" West 20.00 feet;
thence North 28°17'17" West 17.44 feet to the point of beginning.

Contains 271 Square Feet

Grading Easement across Lot 122 of Draper TOD Second Amended
 Beginning at a point being South 00°01'13" West 701.65 feet along the
 section line from the West Quarter Corner of Section 36, Township 3 South,
 Range 1 West, Salt Lake Base and Meridian; and running
 thence North 30°56'21" East 20.26 feet;
 thence North 32°18'34" East 56.39 feet;
 thence North 23°52'21" East 98.52 feet;
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 thence South 48°54'29" East 74.33 feet;
 thence South 36°34'15" West 335.85 feet;
 thence North 00°01'13" East 20.59 feet to the point of beginning.
 Contains 13,528 Square Feet or 0.311 Acres



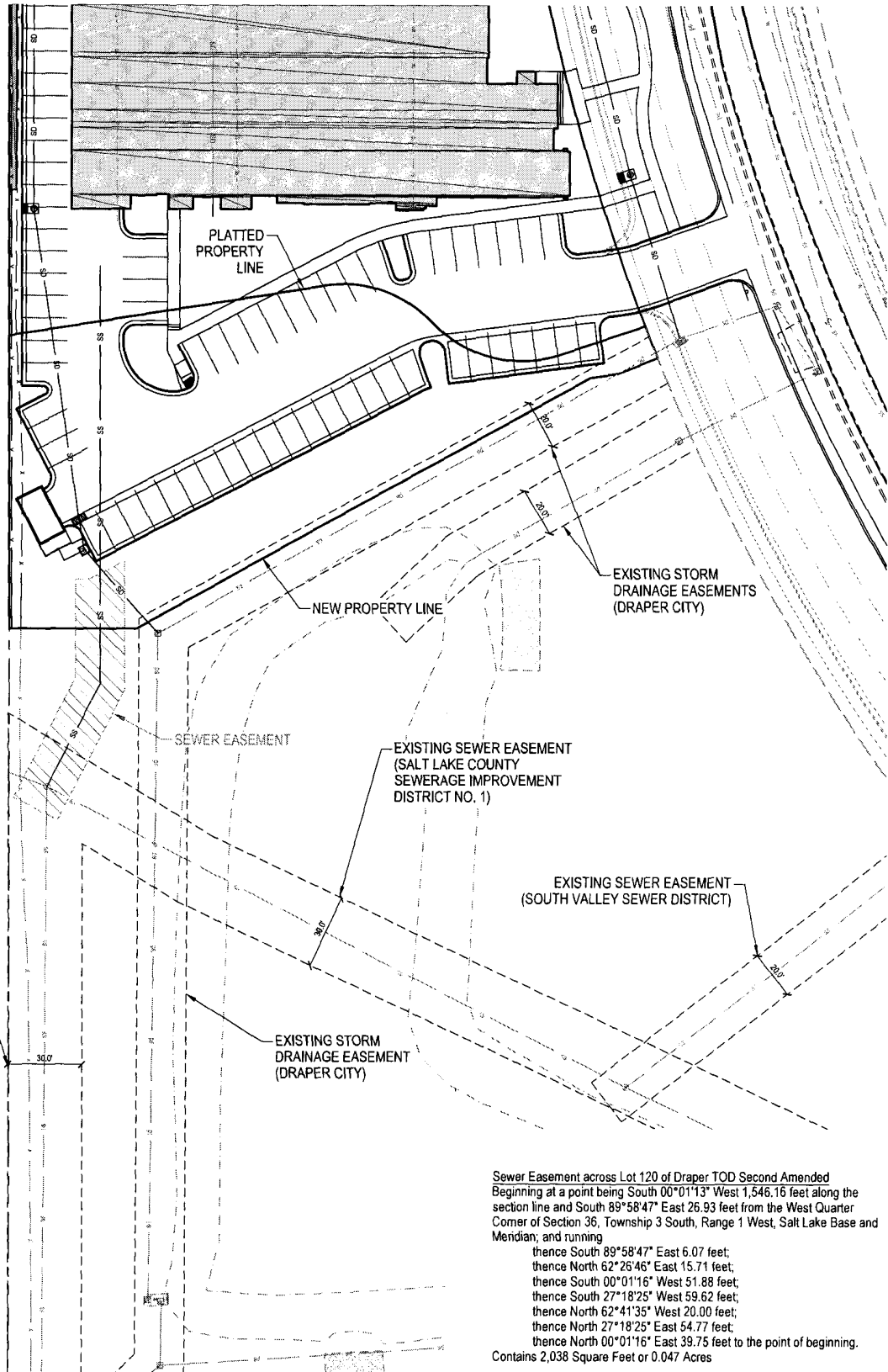
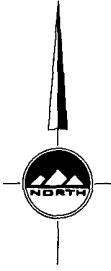
PROJECT # 6444A DATE 10/12/16
1 OF 1
 FILE:

RESIDENCES AT VISTA STATION
GRADING EASEMENT
 VISTA STATION BLVD
 DRAPER, UTAH
 GRADING EASEMENT EXHIBIT

FOR:
 ICO CONSTRUCTION
 978 EAST WOODOAK LANE
 SALT LAKE CITY, UTAH 84117
 TAYLOR MOODY
 PHONE: 801.747.7600

45 W. 10000 S. Ste 500
 Sandy, UT 84070
 Phone: 801.255.0529
 Fax: 801.255.4449
 www.ensigneng.com





EXISTING SEWER EASEMENT
(SALT LAKE COUNTY
SEWERAGE IMPROVEMENT
DISTRICT NO. 1)

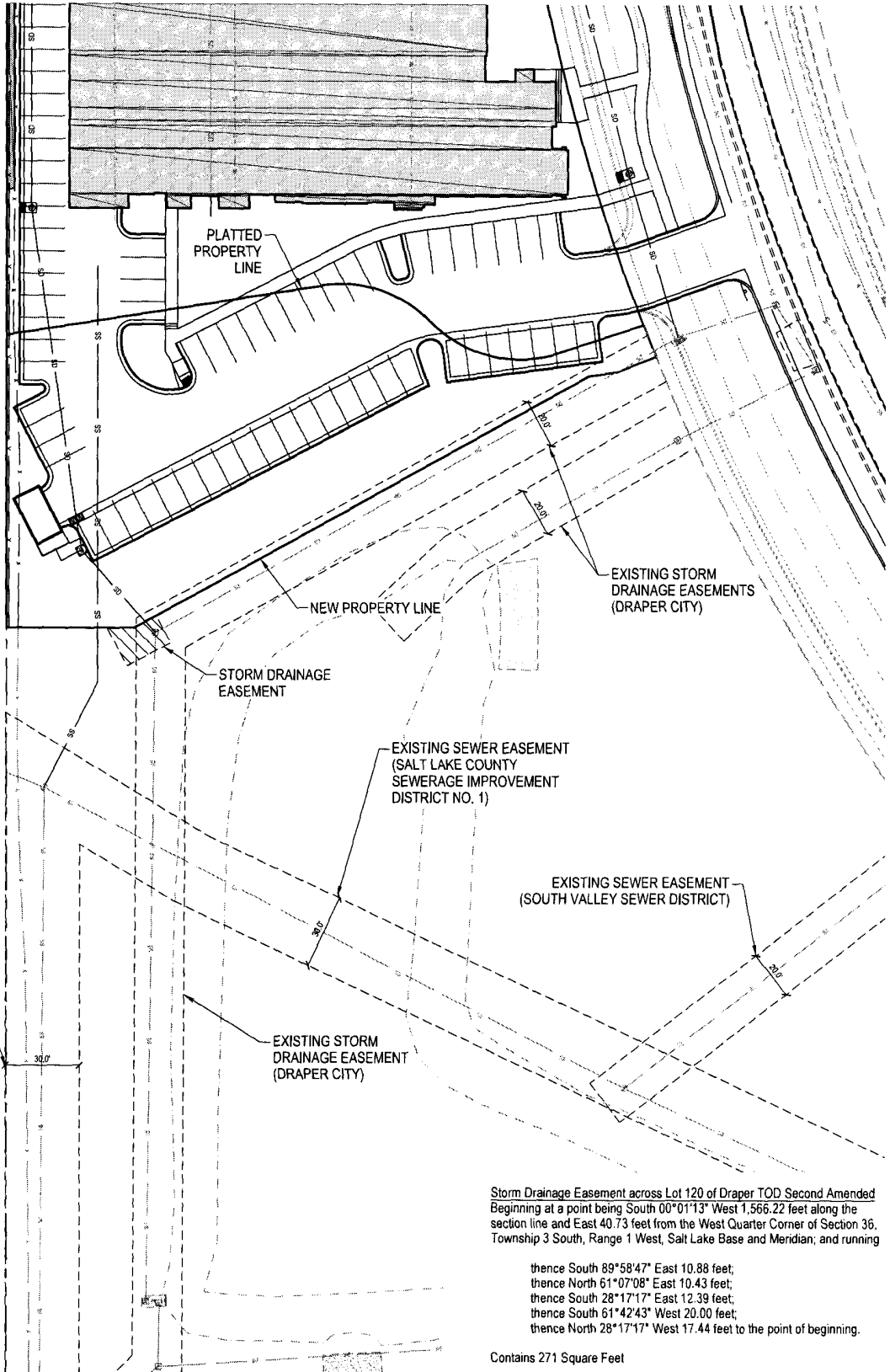
EXISTING STORM
DRAINAGE EASEMENT
(DRAPER CITY)

Sewer Easement across Lot 120 of Draper TOD Second Amended
Beginning at a point being South 00°01'13" West 1,546.16 feet along the
section line and South 89°58'47" East 26.93 feet from the West Quarter
Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and
Meridian; and running
thence South 89°58'47" East 6.07 feet;
thence North 62°26'46" East 15.71 feet;
thence South 00°01'16" West 51.88 feet;
thence South 27°18'25" West 59.62 feet;
thence North 62°41'35" West 20.00 feet;
thence North 27°18'25" East 54.77 feet;
thence North 00°01'16" East 39.75 feet to the point of beginning.
Contains 2,038 Square Feet or 0.047 Acres

PROJECT # 6444A DATE 3/28/16	RESIDENCES AT VISTA STATION GRADING EASEMENT VISTA STATION BLVD DRAPER, UTAH SEWER EASEMENT EXHIBIT	FOR: ICO CONSTRUCTION 978 EAST WOODOAK LANE SALT LAKE CITY, UTAH 84117 TAYLOR MOODY PHONE: 801.747.7600	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
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1 OF 1

FILE:



EXISTING SEWER EASEMENT
(SALT LAKE COUNTY
SEWERAGE IMPROVEMENT
DISTRICT NO. 1)

Storm Drainage Easement across Lot 120 of Draper TOD Second Amended
Beginning at a point being South 00°01'13" West 1,566.22 feet along the
section line and East 40.73 feet from the West Quarter Corner of Section 36,
Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running
thence South 89°58'47" East 10.88 feet;
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thence South 61°42'43" West 20.00 feet;
thence North 28°17'17" West 17.44 feet to the point of beginning.

Contains 271 Square Feet

PROJECT # 6444A	DATE 3/28/16	RESIDENCES AT VISTA STATION GRADING EASEMENT VISTA STATION BLVD DRAPER, UTAH STORM DRAINAGE EASEMENT EXHIBIT	FOR: ICO CONSTRUCTION 978 EAST WOODOAK LANE SALT LAKE CITY, UTAH 84117 TAYLOR MOODY PHONE: 801.747.7600	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
1 OF 1	FILE:				