

When Recorded Return to:
Draper City
Attention: City Clerk
1020 East Pioneer Road
Draper, UT 84020

13453756
11/06/2020 03:04 PM \$0.00
Book - 11056 Pg - 475-483
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: ADA, DEPUTY - MA 9 P.

SLOPE EASEMENT

THIS SLOPE EASEMENT, is made and entered into this 26 day of October, 2020, by and between BOYER VISTA HOLDINGS, L.C., a Utah limited liability company ("Boyer"), whose address is 101 South 200 East, Suite 200, Salt Lake City, Utah 84111, as to a fifty percent (50%) undivided interest, and GARDNER BINGHAM JUNCTION HODINGS, L.C., a Utah limited liability company ("Gardner"; and together with Boyer, as tenants in common, "Grantor") whose address is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, as to a fifty percent (50%) undivided interest, and DRAPER CITY, a political subdivision of the State of Utah, whose address is 1020 East Pioneer Road, Draper, Utah 84020 ("Grantee").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants, without representation or warranty, to Grantee, its successors and assigns, a non-exclusive slope easement over and across certain portions of the following described real property situated in Cache County, Utah (the "Grantor's Property"):

See Exhibit A attached hereto and by this reference made a part hereof

Said slope easements are more particularly described on Exhibit B attached hereto and by this reference made a part hereof (the "Easement Area") and is depicted on Exhibit C attached hereto and by this reference made a part hereof.

Grantor and Grantee agree to be bound by and accept the foregoing easement subject to the following terms and conditions:

1. *Limited Purpose.* The easement granted hereby is solely for the purpose of providing and maintain lateral support with a maximum grade of a [3:1] slope along the boundary of the roadway commonly known as of the date hereof as Vista Station Boulevard (the "Roadway"). Any such work shall be done in a good and workmanlike manner and in compliance with all applicable law. The foregoing easement does not include the right to enter on any other portion of Grantor's Property without the written permission of Grantor in each instance, or to add or remove any additional soil or other materials to, or to discharge storm waters on, or install any landscaping, irrigation systems, buildings, utilities, structures or other improvements on, under, across or over, the Grantor's Property.

2. *Non-Exclusive Grant.* The rights granted hereunder are nonexclusive. The Easement Area may be used for utility or other purposes by such person or entity as Grantor, its successors or assigns, may designate at any time, so long as such uses do not unreasonably interfere with the slope easement granted herein.

3. *Use by Grantor.* Grantee acknowledges that, subject to applicable law, Grantor, its successors or assigns, may make improvements in the Easement Area including, but not limited to, creating landscaping, irrigation systems, fencing retaining walls and other improvements; provided that such uses shall not include improvements that unreasonably interfere with the slope easement granted

herein.

4. *No Liens.* Grantee shall not permit any claim of mechanics, laborers or materialmen to be filed against Grantor's Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee. Within ten (10) business days after the date of the filing or recording of any such lien, Grantee shall cause the same to be paid and discharged of record.

5. *Grantee's Maintenance Obligations.* Grantee shall be responsible to maintain the Easement Area and all improvements installed thereon by Grantee to be maintained in good condition and repair.

6. *Disclaimer of Liability.* In the event any injury, loss or damage occurs as a result of an act or omission of Grantee, Grantor shall not be liable or responsible for any such injuries, losses or damages.

7. *Entire Agreement.* The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

[signature page follows]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Slope Easement as of the day and year first above written.

GRANTOR:

BOYER VISTA HOLDINGS, L.C. a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By: [Signature]
Name: BRITA GOETTER
Its: Manager

GARDNER BINGHAM JUNCTION HODINGS, L.C., a Utah limited liability company, by its manager

KC Gardner Company, L.C., a Utah limited liability company

By: [Signature]
Name: KEVIN C. GARDNER
Its: Manager

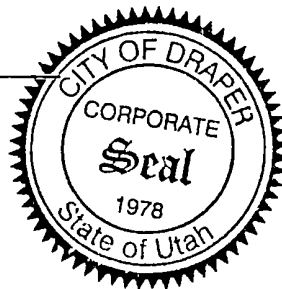
GRANTEE:

DRAPER CITY, a municipality and political subdivision of the State of Utah

By: [Signature]

ATTEST:

[Signature]
City Recorder



Approved as to Form:

[Signature]
City Attorney

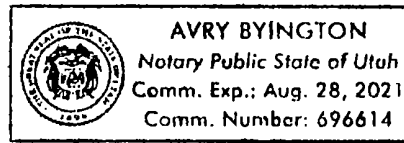
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 26 day of October, 2020, personally appeared before me Brian Gachnowski a manager of The Boyer Company, L.C., a Utah limited liability company, the manager of BOYER VISTA HOLDINGS, L.C., a Utah limited liability company, who acknowledged to me that he executed the foregoing instrument on behalf of said limited liability company.

Amy Byington
Notary Public

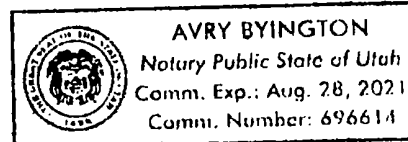


: ss.

COUNTY OF SALT LAKE)

On the 27 day of October, 2020, personally appeared before me Kem C. Gardner a manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of GARDNER BINGHAM JUNCTION HODINGS, L.C., a Utah limited liability company, who acknowledged to me that he executed the foregoing instrument on behalf of said limited liability company.

Amy Byington
Notary Public



STATE OF UTAH)

: ss.

County of Salt Lake)

On this 3 day of November, 2018, before the undersigned notary public in and for the said state, personally appeared David Dobbins, known or identified to me to be the City Manager of Draper City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Kellie Challburg
Notary Public for Utah



EXHIBIT A
TO
SLOPE EASEMENT

Legal Description of Grantor's Property

The "Grantor's Property" referred to in the foregoing Slope Easement is located in Salt Lake County, Utah and is more particularly described as follows:

Lot 122, DRAPER TOD SECOND AMENDMENT, according to the official plat thereof filed in the office of the Salt Lake County Recorder, State of Utah.

Tax Parcel 27-36-104-001

EXHIBIT B
TO
SLOPE EASEMENT

Legal Description of Easement Area

Slope Easement 1

Beginning at a point on the Northwesterly Right of Way Line of Vista Station Boulevard, said point being North 0°01'20" East 1,773.51 feet along the section line and East 1,237.51 feet from the West Quarter Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running

thence Southwesterly 16.26 feet along the arc of a 497.00 foot radius curve to the right (center bears North 40°14'45" West and the chord bears South 50°41'29" West 16.26 feet with a central angle of 01°52'29") along said Northwesterly Right of Way Line of Vista Station Boulevard;

thence South 51°37'44" West 82.36 feet along said Northwesterly Right of Way Line of Vista Station Boulevard;

thence North 43°10'27" East 32.70 feet;

thence Northeasterly 180.58 feet along the arc of a 232.47 foot radius curve to the left (center bears North 46°49'33" West and the chord bears North 20°55'16" East 176.07 feet with a central angle of 44°30'23");

thence North 87°30'50" East 8.66 feet to the Northwesterly Right of Way Line of Vista Station Boulevard;

thence Southeasterly 83.83 feet along the arc of a 564.00 foot radius curve to the right (center bears South 84°51'03" West and the chord bears South 00°53'28" East 83.75 feet with a central angle of 08°30'58") along said Northwesterly Right of Way Line of Vista Station Boulevard;

thence Southwesterly 47.18 feet along the arc of a 255.50 foot radius curve to the right (center bears North 72°46'18" West and the chord bears South 22°31'05" West 47.11 feet with a central angle of 10°34'45") to the point of beginning.

Contains 2,972 Square Feet or 0.068 Acres

Slope Easement 2

Beginning at a point on the Westerly Right of Way Line of Vista Station Boulevard, said point being North 0°01'20" East 645.10 feet along the section line and East 206.62 feet from the West Quarter Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running

thence Southwesterly 106.36 feet along the arc of a 853.00 foot radius curve to the left (center bears South 82°50'05" East and the chord bears South 03°35'36" West 106.29 feet with a

central angle of 07°08'39") along said Westerly Right of Way Line of Vista Station Boulevard;
thence South 00°01'16" West 991.53 feet along said Westerly Right of Way Line of Vista Station Boulevard;
thence North 61°54'28" West 60.04 feet;
thence North 18°58'32" East 26.41 feet;
thence Northeasterly 63.91 feet along the arc of a 210.00 foot radius curve to the left (center bears North 71°01'28" West and the chord bears North 10°15'24" East 63.67 feet with a central angle of 17°26'18");
thence North 01°32'15" East 520.74 feet;
thence Northeasterly 30.49 feet along the arc of a 190.00 foot radius curve to the right (center bears South 88°27'45" East and the chord bears North 06°08'03" East 30.45 feet with a central angle of 09°11'37");
thence North 10°43'52" East 60.77 feet;
thence Northwesterly 118.87 feet along the arc of a 210.00 foot radius curve to the left (center bears North 79°16'08" West and the chord bears North 05°29'05" West 117.29 feet with a central angle of 32°25'55");
thence North 21°42'03" West 58.96 feet;
thence Northwesterly 52.42 feet along the arc of a 160.00 foot radius curve to the left (center bears South 68°17'57" West and the chord bears North 31°05'13" West 52.19 feet with a central angle of 18°46'20");
thence North 40°28'23" West 4.97 feet;
thence North 15°31'07" East 102.47 feet;
thence North 42°03'03" East 70.62 feet to the point of beginning.

Contains 30,093 Square Feet or 0.691 Acres

EXHIBIT C
TO
SLOPE EASEMENT

Depiction of Easement Area

