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12/04/2014 10:37 AM \$15.00
Book - 10279 P9 - 3672-3674
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BLACKBURN & STOLL
257 E 200 S STE 800
SLC UT 84111
BY: KRA, DEPUTY - WI 3 P.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this day of November, 2014, by and between Sara Riley Colosimo, as "Grantor," and Gardner Village, LC, a Utah limited liability company, as "Grantee," with respect to the following.

RECITALS

A. Grantor is the owner of the following described real property located at approximately 1240 West 7740 South, West Jordan, Salt Lake County, Utah 84084, which property is more particularly described as follows:

Beginning at a point 12 ½ rods North from the Southwest corner of the Southwest quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Meridian, and running thence East 31.8 rods; thence North 19.1 rods; thence West 11.8 rods; thence South 18.1 rods; thence West 20 rods; thence South 1 rod to the place of beginning.

Tax parcel no. 21-26-351-017.

hereinafter, the "Grantor's Property."

B. Grantee is the owner of the following described real property located at 1220 West 7800 South, West Jordan, Salt Lake County, Utah 84084, which property is more particularly described as follows:

Beginning at a point on the intersection of the South line of 7800 South Street and the East line of 1300 West Street, said point being North 89°55'45" East 46.63 feet along the Section line and North 0.85 feet from the Southwest corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running Thence North 33°33'54" West 24.65 feet along the East line of 1300 West Street; thence North 185.14 feet along the East line of 1300 West Street; thence

South 17°57'00" East 392.65 feet to the North line of 7800 South Street; thence North 79°57'35" West 21.10 feet along the North line of 7800 South Street; thence North 78°21'35" West 104.33 feet along the North line of 7800 South Street; thence North 73°47'35" West 512.80 feet along the North line of 7800 South Street to the point of Beginning.

Tax Parcel No. 21-26-351-022.

Hereinaster, the "Grantee's Property."

C. Grantor desires to grant and convey to Grantee, and Grantee desires to obtain, a nonexclusive easement for ingress and egress on a portion of Grantor's Property, for vehicular and pedestrian access to and from Grantee's Property, and for installation and maintenance of utilities, upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Grant of Easement.</u> Grantor hereby conveys and grants to Grantee, its heirs, successors and assigns, a perpetual non-exclusive easement on the following described property (being a portion of Grantor's Property), for vehicular and pedestrian access to and from Grantee's Property:

Beginning 12.5 rods North of the Southwest corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence East 31.8 rods; thence North 1 rod; thence West 31.8 rods; thence South 1 rod to the point of beginning.

Hereinaster, the "Easement Property." Grantee shall also have the right to use the Easement Property for the installation and maintenance of utilities serving the Grantee's Property.

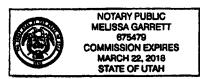
- 2. <u>Right to Improve</u>. Grantee shall have the right to pave or otherwise construct improvements on the Easement Property.
- 3. <u>Successors and Assigns</u>. The easements granted herein shall run with and bind the Grantor's Property and the Grantee's Property, and shall inure to the benefit and be binding upon the parties hereto and their respective transferees, successors and assigns, and all persons

claiming under them. The easements granted herein shall be divisible and assignable in the event the Grantee's Property is later subdivided and sold to different owners.

GARDNER VILLAGE, LC, a Utah limited liability company

STATE OF UTAH COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this $\frac{29}{2}$ day of November, 2014, by Sara Riley Colosimo.



)

Notary Public Warnett

STATE OF UTAH) SS. COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of November, 2014, by Joe Long, as Manager of Gardner Village, LC, a Utah limited liability company.

J. MARK BRADLEY NOTARY PUBLIC . STATE OF UTAH COMMISSION NO. 679307 COMM. EXP. 09/04/2018 J. Mark Brack Notary Public

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