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Gary W. Ott
Recorder, Salt Lake County, UT
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Bryce D. Panzer
Blackburn & Stoll, LC
257 East 200 South, Suite 800
Salt Lake City, UT 84111

NCS 506127

**EASEMENT AND MEMORANDUM OF AGREEMENT
RE CONSTRUCTION OF IMPROVEMENTS**

This EASEMENT is executed this 12 day of March, 2015, by and between Magna Properties, LLC, as "Grantor," and Gardner Village, LC, a Utah limited liability company, as "Grantee," its heirs, successors and assigns, with respect to the following.

RECITALS

A. Grantor is the owner of the following described real property located at approximately 7557 South 1300 West, West Jordan, Salt Lake County, Utah 84084, which property is more particularly described as follows:

Commencing at a point 818 feet North from the Southwest corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 529 feet; thence North 88°50' East 406 feet, more or less to the West bank of the North Jordan Canal; thence following said West Bank of the North Jordan Canal in a Southeasterly and Southwesterly direction to a point which lies due North 206.58 feet and 798.6 feet East, more or less, from the Southwest corner of said Section 26, said point being located on the West bank of the said North Jordan Canal; and running thence West 273.9 feet, more or less, to a point which lies North 206.58 feet and East 524.7 feet from the Southwest corner of said Section 26, and running thence North 316.8 feet, more or less, to a point which lies South 75 feet and East 330 feet and South 217 feet and East 194.7 feet from the point of beginning of said entire tract; and running thence West 194.7 feet; thence North 217 feet; thence West 330 feet; thence North 75 feet to the point of beginning.

Less and excepting therefrom any portion lying within the bounds of the North Jordan Canal right of way.

Also less and excepting any portion lying within the bounds of 1300 West Street.

Tax parcel no. 21-26-351-020.

hereinafter, the "Grantor's Property."

B. Grantee is the developer of the Gardner Village Subdivision, located to the east of Grantor's Property, and is the owner of certain lots located therein. The Gardner Village Subdivision is more specifically described as follows:

Lots 1 through 5, inclusive, of the Gardner Village Subdivision, according to the official plat thereof on file and of record with the Salt Lake County Recorder's Office.

Tax Parcel Nos. 21-26-376-017; 21-26-352-007; 21-26-352-004; 21-26-352-006; and 21-26-352-005.

Hereinafter, the "GV Subdivision."

C. Grantor desires to grant and convey to Grantee, its heirs, successors, and assigns (including the owners of lots within the GV Subdivision), 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 the GV Subdivision, 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. Grant of Easement. Grantor hereby conveys and grants to Grantee, its heirs, successors and assigns, including all owners of lots within the GV Subdivision (collectively, the "Benefited Parties"), 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 the GV Subdivision:

A part of the Southwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 1300 West Street as it exists at 33.00 foot half-width located 807.50 feet North along the Section Line; and 33.00 feet East from the Southwest Corner of said Section 26; and running thence East 785.02 feet to a point of curvature; thence Southeasterly along the arc of a 57.00 foot radius curve to the right a distance of 77.60 feet (Central Angle equals 78°00'00" and Long Chord bears South 51°00'00" East 71.74 feet) to a point of tangency; thence South 12°00'00" East 84.05 feet to a point of curvature; thence Southerly along the arc of a 127.00 foot radius curve

to the right a distance of 29.68 feet (Central Angle equals 13°23'19" and Long Chord bears South 5°18'21" East 29.61 feet) to a point of tangency; thence South 1°23'19" West 60.58 feet to a point of curvature; thence Southeasterly along the arc of a 15.00 foot radius curve to the left a distance of 24.76 feet (Central Angle equals 94°35'16" and Long Chord bears South 45°54'19" East 22.05 feet) to a point of tangency; thence North 86°48'03" East 3.63 feet to the West Line of the South Jordan Canal; thence South 20°08'59" West 32.68 feet along said West Line; thence South 86°48'03" West 36.42 feet; thence North 1°23'19" East 109.09 feet to a point of curvature; thence Northerly along the arc of a 100.00 foot radius curve to the left a distance of 23.37 feet (Central Angle equals 13°23'19" and Long Chord bears North 5°18'21" West 23.31 feet) to a point of tangency; thence North 12°00'00" West 84.05 feet to a point of curvature; thence Northwesterly along the arc of a 30.00 foot radius curve to the left a distance of 40.84 feet (Central Angle equals 78°00'00" and Long Chord bears North 51°00'00" West 37.76 feet) to a point of tangency; thence West 785.02 feet to the East Line of 1300 West Street; thence North 27.00 feet along said East Line to the point of beginning. Contains 29,192 sq. ft. or 0.670 acre.

Hereinafter, the "Easement Property." The Easement Property may be used by the employees, invitees and customers of the Benefited Parties.

2. Memorandum of Agreement re Construction of Improvements. Grantor and Grantee have entered into an Agreement re Construction of Improvements, of even date herewith ("Agreement"). The allocation of responsibilities and costs for the construction of initial improvements to the Easement Property, including construction of a road (the "Road") and certain utilities ("Initial Utilities") are dealt with in the Agreement, and reference is made to said Agreement.

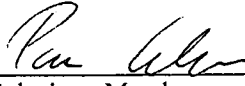
3. Use of Easement for Utilities. The Benefited Parties shall have the right to use the Easement Property for the installation and maintenance of utilities serving the GV Subdivision; provided, however, that except as set forth in the Agreement with respect to the Initial Utilities, the costs of installing such utilities by the Benefited Parties shall be borne by the Benefited Parties.

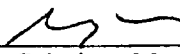
4. Maintenance of Improvements. Except as otherwise provided in the Agreement, the Grantor, its successors and assigns as owners of the Grantor's Property, shall maintain and repair the Road, including providing snow removal, at its own expense, and the Benefited Parties shall not be required to bear any of such expenses.

5. Successors and Assigns. The easements granted herein shall run with and bind the Grantor's Property and GV Subdivision, and shall inure to the benefit of and be binding upon

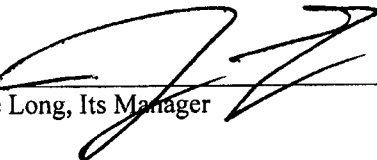
the parties hereto and their respective transferees, successors and assigns, and all persons claiming under them.

MAGNA PROPERTIES, LLC

By 
Paul Colosimo, Member

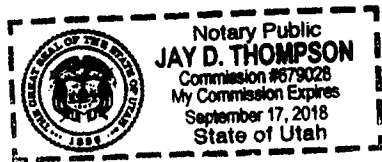
By 
Larry Colosimo, Member

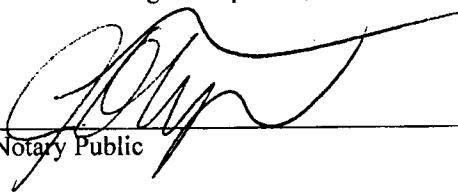
GARDNER VILLAGE, LC, a Utah limited liability company

By 
Joe Long, Its Manager

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Paul Colosimo and Larry Colosimo, as the Members of Magna Properties, LLC, a Utah limited liability company.




Notary Public

