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Gary W. Ott
Recorder, Salt Lake County, UT
SECURITY TITLE INS AGENCY
BY: eCASH, DEPUTY - EF 8 P.

When Recorded Please return to: :
Salt Lake City Public Utilities :
Attention: Peggy Garcia :
1530 South West Temple :
Salt Lake City, Utah 84115 :

Space above for County Recorders Use

County Parcel No.2801352002, 2801352003, 2801352010

EASEMENT

ARESS CO., L.C., a limited liability company, ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a perpetual non-exclusive easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of an underground water line, together with all necessary facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, under and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto ("Easement Property") for the purpose of carrying water from the City's and its successor's water lines and/or water tanks located near the ARESS property (the "Water Line") to the property owned by the Giverny Master Association, Inc., a Utah non-profit corporation property ("GMA") and other properties as determined by the City. Attached as Exhibit "B" is a legal description of the GMA property ("GMA Property"). Attached as Exhibit "C" is a legal description of the ARESS property ("ARESS Property").

Without limiting the generality of the foregoing, Grantor and the City do hereby covenant and agree with respect to the Easement as follows:

1. Grantor may construct improvements such as roads, utilities, fences or landscaping (except for trees and buildings) within the Easement as long as such improvements do not unreasonably interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and non-permitted improvements or other obstructions of any kind and nature which may injure or unreasonably interfere with the City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. The City shall have a right of ingress and egress over, across, and through the ARESS Property for the purpose of accessing the Easement. If practicable, all ingress and egress by the City shall occur either within the Easement or through existing or future roads constructed as part of any future development as may be reasonably designated by ARESS and/or their successors in interest. The City shall use reasonable efforts under the circumstances to access the Easement in the least intrusive manner possible.
4. ARESS expressly reserves for itself and to its successors and assigns the right to use the Easement Property so long as any such use does not permit ARESS or any other person to unreasonably interfere with the non-exclusive right and easement for use which is herein granted to the City.

5. No other utilities or underground infrastructure may be installed in the easement that run substantially in tandem with or parallel to the water line. All utilities and underground infrastructure shall meet the minimum separation requirements established by the City.

6. So long as all City standard requirements are met, it consents to and ARESS does hereby reserve to itself and its successors or assigns, the right to connect to and use the underground Water Line in connection with the future development of the ARESS Property. Connection to the Water Line and all new water main extensions must be approved by the City and shall comply with all City standard practices and are subject to any and all water main extension and water tank construction agreements.

7. No Party shall be deemed to be in default of any provision of this Easement except upon the expiration of thirty (30) days from receipt of written notice specifying the particulars in which such Party has failed to perform the obligations of this Easement, unless such Party, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including, without limitation, specific performance, reasonable expenses and costs.

8. The City and its successors shall be responsible at its sole cost and expense to maintain and keep the Water Line in good repair until the Easement is terminated.

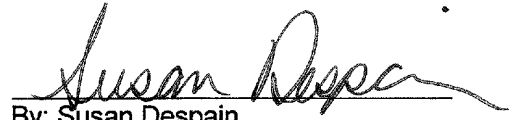
9. This Easement granted herein may not be amended or modified except with the consent of ARESS and the City and then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Salt Lake County, Utah;

10. This easement may be terminated upon thirty (30) days written notice (a) by consent of ARESS and the City duly executed and acknowledged and recorded in the office of the County Recorder of Salt Lake County, Utah (b) by non-use or abandonment of at least three years by the City; or (c) if the underground water line is not installed within two years from the date of this Easement.

11. All of the provisions in this Easement, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. The easements, agreements, duties, responsibilities and covenants herein constructed shall be easements and covenants running with the land.

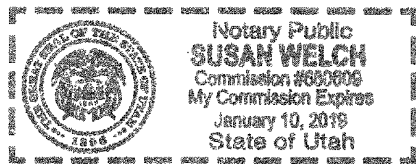
WITNESS the hand of the Grantor this 11th day of January, 2018.^{SD}

ARESS CO., L.C., limited liability
company


By: Susan Despain
Its: Manager

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the January 11, 2017, personally appeared before me Susan Despain, who being by me duly sworn, did say that he executed the foregoing instrument as manager of ARESS CO., L.C., and said person acknowledged to me that said company executed the same.





NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT "A"

EASEMENT PROPERTY

Beginning at a point on the east line of Wasatch Boulevard, said point being South 00°10'10" West 1,932.88 feet along the section line and East 142.29 feet from the East Quarter Corner of Section 2, Township 3 South, Range 1 East, Salt Lake Base and Meridian running:

thence South 53°54'05" East 234.66 feet;

thence South 79°51'30" East 232.95 feet;

thence North 10°08'30" East 10.84 feet;

thence South 79°51'30" East 212.31 feet to a point on the south line of Granite Vista Drive;

thence Southwesterly 24.91 feet along the arc of a 52.00 foot radius curve to the left (center bears South 30°18'01" East and the chord bears South 45°58'40" West 24.67 feet with a central angle of 27°26'39") along said south line;

thence North 79°51'30" West 197.86 feet;

thence South 10°08'30" West 0.84 feet;

thence North 79°51'30" West 235.26 feet;

thence North 53°54'05" West 236.12 feet to a point on said east line of Wasatch Boulevard;

thence North 31°15'35" East 10.04 feet along said east line to the point of beginning.

Contains 8,772 square feet or 0.201 acres.

EXHIBIT "B"

GMA PROPERTY

Property located at about 9160 S. Wasatch Blvd. in Cottonwood Heights City, County of Salt Lake, Utah, described as follows located in Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the west line of Wasatch Boulevard, said point being North 0°10'10" East 496.29 feet along the section line and West 105.12 feet from the Southeast Corner of Section 2, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running: thence West 1122.76 feet to the centerline of Little Cottonwood Creek; thence North 23°12'33" West 56.34 feet along the centerline of Little Cottonwood Creek; thence North 13°27'10" West 30.22 feet along the centerline of Little Cottonwood Creek; thence North 2°20'42" East 72.17 feet along the centerline of Little Cottonwood Creek; thence North 1°26'06" East 60.50 feet along the centerline of Little Cottonwood Creek; thence North 2°51'34" West 63.30 feet along the centerline of Little Cottonwood Creek; thence North 35°51'24" West 105.11 feet along the centerline of Little Cottonwood Creek to the 40 Acre line, also being the east line of property owned by Sandy City Corporation; thence North 0°15'43" East 455.00 feet along the 40 Acre line and the east line of the Sandy City Corporation property to the south line of the property owned by Salt Lake City Corporation; thence East 207.40 feet along the south line to the Southeast Corner of property owned by Salt Lake City Corporation; thence North 0°15'43" East 420.00 feet along the east line to the Northeast Corner of property owned by Salt Lake City Corporation, and to and along the east line to the Northeast Corner of property owned by Murray City Corporation, said point being South 50°47'51" West (South 50°30' West by Deed) 1435.39 feet from the East Quarter Corner of said Section 2; thence West 96.35 feet along the north line of property owned by Murray City Corporation to the east line of the Salt Lake City Conduit recorded July 13, 1931 in Book 95 of Liens and Leases at Page 279 of the records of Salt Lake County; thence North 25°22'00" East 47.44 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279; thence North 54°51'00" East 148.00 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279; thence North 64°26'00" East 188.18 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279; thence North 41°17'00" East 285.54 feet to the Southwest Corner of Golden Hills No. 12 Subdivision; thence South 58°00'00" East 207.46 feet along a south line to an interior corner of Golden Hills No. 12 Subdivision; thence South 32°00'00" West 41.00 feet along a west line to a Southwest Corner of Golden Hills No. 12 Subdivision; thence South 58°00'00" East 152.28 feet along a south line to a Southeast Corner of Golden Hills No. 12 Subdivision; thence North 32°00'00" East 39.24 feet along an east line to an interior corner of Golden Hills No. 12 Subdivision; thence South 58°00'00" East 162.72 feet along a south line to a Southeast Corner of Golden Hills No. 12, Subdivision; thence North 32°00'00" East 72.10 feet along an east line of Golden Hills No. 12 Subdivision; thence Northeasterly 36.20 feet along the arc of a 414.83 foot radius curve to the left (the center bears North 58°00'00" West and the long chord bears North 29°30'00" East 36.19 feet, through a central angle of 5°00'00") along an east line to an interior corner of Golden Hills No. 12 Subdivision;

thence South 63°00'00" East 122.57 feet along a south line to a Southeast Corner of Golden Hills No. 12 Subdivision, said point also being an angle point on the west line of Golden Hills No. 16 Subdivision;
thence South 5°00'00" West 95.68 feet along the west line to the Southwest Corner of Golden Hills No. 16 Subdivision;
thence South 77°00'00" East 292.54 feet along a south line to an interior corner of Golden Hills No. 16 Subdivision;
thence South 13°00'00" West 29.64 feet along a west line to a Southwest Corner of Golden Hills No. 16 Subdivision;
thence South 77°00'00" East 200.05 feet, (199.82 feet deed), along a south line of Golden Hills No. 16 Subdivision to the west line of Wasatch Boulevard;
thence Southerly 508.49 feet along the arc of a 5689.58-foot radius curve to the right (the center bears North 81°13'02" West and the long chord bears South 11°20'35" West 508.32 feet, through a central angle of 5°07'14"), along said Wasatch Boulevard;
thence Southerly 85.40 feet along the arc of a 960.00-foot radius curve to the right (the center bears North 76°05'48" West and the long chord bears South 16°27'06" West 85.37 feet, through a central angle of 5°05'48"), along said Wasatch Boulevard;
thence South 19°00'00" West 39.39 feet along said Wasatch Boulevard to the Northeast Corner of Lot 1, Big Rock Estates Subdivision;
thence North 65°00'00" West 92.96 feet along a north line to an interior corner of Lot 1, Big Rock Estates Subdivision;
thence North 4°23'55" East 28.60 feet along an east line to a Northeast Corner of Lot 1, Big Rock Estates Subdivision;
thence North 65°00'00" West 90.32 feet along a north line to a Northwest Corner of Lot 1, Big Rock Estates Subdivision;
thence North 4°23'55" East 160.26 feet;
thence North 85°36'05" West 131.50 feet;
thence South 4°23'55" West 139.17 feet to the Northeast Corner of Lot 3, Big Rock Estates Subdivision;
thence North 85°18'14" West 106.21 feet along a north line to the Northwest Corner of Lot 3, Big Rock Estates Subdivision;
thence South 9°00'00" West 19.00 feet along the west line of Lot 3, Big Rock Estates Subdivision;
thence North 81°34'00" West 17.00 feet;
thence Southwesterly 57.43 feet along the arc of a 271.76 foot radius curve to the right, (center bears North 66°04'55" West and the long chord bears South 29°58'19" West 57.32 feet, with a central angle of 12°06'28");
thence 36°00'00" West 14.00 feet;
thence South 54°00'00" East 278.01 feet to and along the south line of Lot 3, Big Rock Estates Subdivision to and along and to an interior corner of Lot 2, Big Rock Estates Subdivision;
thence South 0°09'44" West 31.76 feet along the west line to an angle point in the said west line of Lot 2, Big Rock Estate Subdivision;
thence South 36°00'00" West 25.27 feet along the west line to a Southwest Corner of Lot 2, Big Rock Estates Subdivision;
thence South 54°00'00" East 161.35 feet along the south line to the Southeast Corner of Lot 2, Big Rock Estates Subdivision, said point being on the west line of Wasatch Boulevard;
thence South 32°00'00" West 220.27 feet along the west line of Wasatch Boulevard to the section line;
thence North 0°10'10" East 42.46 feet along the west line of Wasatch Boulevard and the section line;
thence Southwesterly 159.12 feet along the arc of an 1185.46-foot radius curve to the left (the center bears South 60°13'17" East and the long chord bears South 25°56'00" West 159.00 feet, through a central angle of 7°41'26"), along the west line of Wasatch Boulevard;
thence North 67°54'43" West 20.00 feet along the west line of Wasatch Boulevard;
thence Southwesterly 26.31 feet along the arc of a 1205.92-foot radius curve to the left (the

center bears South 67°54'43" East and the long chord bears South 21°27'47" West 26.31 feet, through a central angle of 1°15'00"), along the west line of Wasatch Boulevard; thence South 20°50'17" West 22.38 feet along the west line of Wasatch Boulevard to the point of beginning.

Contains 1,963,482 square feet or 44.318 acres.

Tax Parcel Nos. 28-02-430-006-0000; 28-02-476-001-0000; and 28-01-351-006-0000.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

EXHIBIT "C"

ARESS PROPERTY

Property located in Salt Lake County, Utah, more particularly described as follows:

1st Parcel

COM 2640 FT N & 264 FT E FR W 1/4 COR SEC 12, T 3S, R 1E, S
L M; E 101.6 FT; N 10°08 E 544.9 FT; N 79°51 W 100 FT; S
10°08 W 562.8 FT TO BEG. 1.27 AC 3812-0115 6243-1821
7326-2896

Tax Parcel No. 2801352002

2nd Parcel

BEG N 89°53 04" E 467.76 FT ALG SEC LINE FR SW COR OF SEC 1,
T 3S, R 1E, SLM; N 10°08 30" E 526.58 FT; N 79°51 30" W
100.60 FT M OR L; S 10°08 30" W 544.90 FT; N 89°53 04" E
102.16 FT M OR L TO BEG. 1.23 AC M OR L. 4725-1374 7326-2898

Tax Parcel No. 2801352003

3rd Parcel

BEG S 437.4 FT & E 742.1 FT FR W 1/4 COR SEC 1, T 3S, R 1E,
SLM; E 251.5 FT; SE LY ALG 1835.1 FT RADIUS CURVE TO R 438.1
FT; S 2°40 W 1361.6 FT; N 79°51 W 585.3 FT; S 10° 08 W
562.8 FT; W 264.3 FT; N 517.2 FT; N 34°03 E 144.8 FT; N
33°55 E 287.6 FT; N 21°29 E 163.2 FT; N 16°19 E 459.8 FT;
N 9°41 E 213.6 FT; N 8°41 E 328.1 FT; E 233.5 FT; N 200 FT
TO BEG. 28.9 AC M OR L. 4928-810 4433-524 3858-439

Tax Parcel No. 2801352010

EACH PARCEL SUBJECT TO all restrictions, reservations and other conditions of record as
may be disclosed by a record examination of the title.