

Easement

WHEN RECORDED, PLEASE RETURN TO:

Parr Brown Gee & Loveless  
Lamont Richardson  
101 South 200 East – STE 700  
SLC, UT 84111

Tax Parcel Nos.

(Space Above for Recorder's Use Only)

LANDSCAPE EASEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (the "Easement") is made this 20th day of May 2022 by and between MWIC Magna Apartments, LLC, a Utah limited liability company ("**Parcel 1 Owner**"), and Trisha *Smith*, an individual, John Gust, an individual, Tami R. Lund, an individual, Gailyn Lund, an individual and Arbor Commercial Real Estate L.L.C., a Utah limited liability company, hereinafter, individually and collectively, as the context may require (together with his heirs, successors and/or assigns, "**Parcel 2 Owner**").

**RECITALS:**

- A. Parcel 1 Owner is the owner of certain real property situated in Salt Lake County, State of Utah, which is more particularly described on Exhibit "A" attached hereto ("**Parcel 1**").
- B. Parcel 2 Owner, as applicable, is the owner of certain parcels of real property situated in Salt Lake County, State of Utah, which is more particularly described on Exhibit "B" attached hereto ("**Parcel 2**").
- C. Parcel 2 Owner desires to grant to Parcel 1 Owner an exclusive easement to install, replace and maintain the Landscaping (defined below) on a portion of Parcel 2 in the area described on Exhibit "C" attached hereto ("**Landscape Area**").

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Grant of Easements. Parcel 2 Owner hereby grants to Parcel 1 Owner, for the benefit of and as an appurtenant right to Parcel 1, an easement on, over, under and across the Landscape Area, for the sole purposes of installing, planting and placing trees, shrubbery, ground cover and other landscape materials within the Landscape Area and maintaining, mulching, replacing, trimming, cutting, removing, irrigating (including the installation and maintenance of a sprinkling system) and watering the same, and erecting fencing, retaining walls and other improvements permitted by applicable laws (collectively, the "**Landscaping**"). No improvements will be constructed in the Landscape Area. The easements hereby granted shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. In the event the Parcel 1 Owner purchases the Landscape

**ACCOMMODATION RECORDING ONLY**

Area on the terms of that certain Easement and Land Purchase Agreement between the Parcel 1 Owner and Parcel 2 Owner (the “**Purchase Agreement**”), this Easement will automatically terminate.

2. Maintenance; No Interference. The Landscape Area shall be maintained by the Parcel 1 Owner in a good, safe and clean condition and in compliance with all applicable laws. Any Landscaping installed on and under the Landscape Area shall be maintained at Parcel 1 Owner’s sole cost and expense. Parcel 2 Owner shall not unreasonably interfere with the use of the Landscape Area in the exercise of the easements granted hereunder.

3. No Liens. Parcel 1 Owner shall not permit any claim of mechanics, laborers or materialmen, or any other lien, easement, right of way or any other encumbrance, to be filed against Parcel 2, 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 Parcel 1 Owner. Any such lien recorded without the prior written consent of the Parcel 1 Owner will be void. Within twenty (20) business days after the date of the filing or recording of any such lien, Parcel 1 Owner shall cause the same to be paid and discharged of record.

4. Effective Date. This Easement, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

5. Property Taxes. Parcel 1 Owner will reimburse to Parcel 2 Owner, within ten (10) days of written demand, for all taxes and assessments on the Landscape Area (which amounts shall be prorated based on the area within the Landscape area compared to the Area in the entire Parcel 1 Property). Such prorations shall be based solely on land values alone for property tax assessments with respect to the Landscape area and the entire Parcel 1 Property.

6. Disclaimer of Liability. In the event of any injury, loss or damage occurs as a result of an act or omission of Parcel 1 Owner and arising out of Parcel 1 Owner’s use of the Landscape Area, Parcel 2 Owner shall not be liable or responsible for any such injuries, losses or damages.

7. Default. If the Parcel 1 Owner fails to perform its obligations under this Easement, the Parcel 2 Owner shall be entitled, after first providing ten (10) days prior written notice to the Parcel 1 Owner, to perform such obligations on behalf of the Parcel 1 Owner and bill the Parcel 1 Owner for the reasonable costs incurred in performing such obligations, which amounts shall be payable by the Parcel 1 Owner to the Parcel 2 Owner within thirty (30) days’ after receipt of such bill (which bill shall include reasonable documentation showing such costs that were incurred). Any amounts incurred by Parcel 2 Owner will bear interest at a rate of 10% per annum from the date incurred by Parcel 2 Owner.

8. Indemnification. Parcel 1 Owner will indemnify, defend and hold Parcel 2 Owner and its managers, members, heirs, successor and assigns harmless from and against any and all claims, costs, expenses, actions, demands, causes of action or any other liability arising out of or related to the use of the Easement Area by Parcel 2 Owner or any other person or entity.

9. Miscellaneous.

a. Titles, Captions and References. All Section titles or captions in this Easement are for convenience only, shall not be deemed part of this Easement and in no way define, limit, extend or describe the scope or intent of any provisions of this Easement.

b. Applicable Law. This Easement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

c. Exhibits. All exhibits attached to this Easement are hereby expressly made a part of and incorporated into this Easement by reference as fully as though completely set forth in this Easement.

d. Entire Agreement. This Easement supersedes all agreements previously made between the parties relating to the subject matter of hereof. There are no other understandings or agreements between the parties with respect to the subject matter of this Easement.

e. Counterparts. This Easement may be executed in multiple counterparts (each of which is to be deemed original for all purposes).

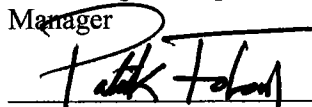
*(Signature on the following page)*

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first written above.

**“PARCEL 1 OWNER”:**

MWIC Magna Apartments LLC,  
a Utah limited liability company

By: Lake Union Partners Seattle, LLC  
a Washington corporation,  
Manager

By:   
Name: Patrick Foley  
Title: Managing Partner

**“PARCEL 2 OWNER”:**

~~Trisha Christensen, an individual~~

~~John Gust, an individual,~~

~~Tammy Lund, an individual~~

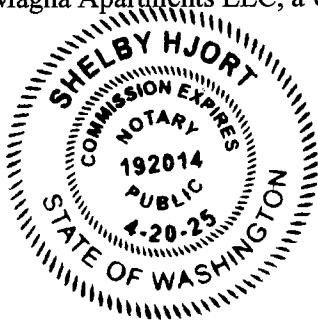
~~Arbor Commercial Real Estate L.L.C., a Utah limited liability company~~

~~By: \_\_\_\_\_  
Name:  
Title:~~

*See attached*

STATE OF )  
 :ss)  
COUNTY OF )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2022, by Patrick Foley, the Managing Partner of Lake Union Partners Seattle, LLC a Washington corporation, the manager of MWIC Magna Apartments LLC, a Utah limited liability company for and on behalf of the said company.



*Shelby Hjort*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 :ss  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me Trisha Christensen, the signer of the above instrument who duly acknowledged to me that she executed the same.

~~\_\_\_\_\_  
Notary Public~~  
*see attached*

STATE OF UTAH )  
 :ss  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me Tammy Lund, the signer of the above instrument who duly acknowledged to me that she executed the same.

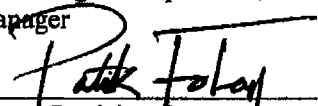
~~\_\_\_\_\_  
Notary Public~~  
*See attached*

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first written above.

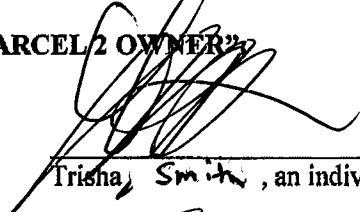
**"PARCEL 1 OWNER":**

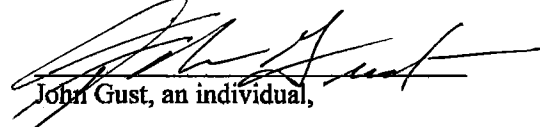
MWIC Magna Apartments LLC,  
a Utah limited liability company

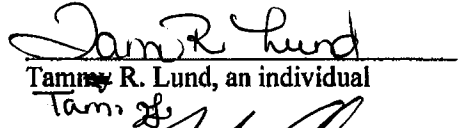
By: Lake Union Partners Seattle, LLC  
a Washington corporation,  
Manager

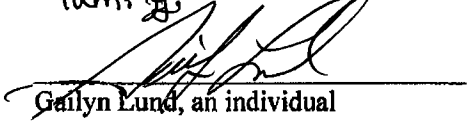
By:   
Name: Patrick Foley  
Title: Managing Partner

**"PARCEL 2 OWNER":**

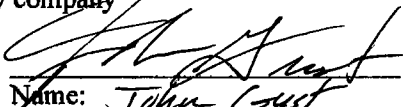
  
Trisha Smith, an individual

  
John Gust, an individual,

  
Tammy R. Lund, an individual  
Tammy R.

  
Gailyn Lund, an individual

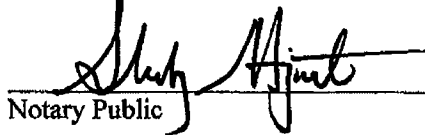
Arbor Commercial Real Estate L.L.C., a Utah limited liability company

By:   
Name: John Gust  
Title: Owner / Manager

STATE OF )  
 )  
:ss)  
COUNTY OF )

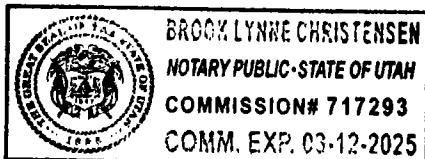
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2022, by Patrick Foley, the Managing Partner of Lake Union Partners Seattle, LLC, a Washington corporation, the manager of MWIC Magna Apartments LLC, a Utah limited liability company for and on behalf of the said company.

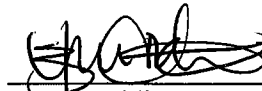


  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
:ss  
COUNTY OF SALT LAKE )

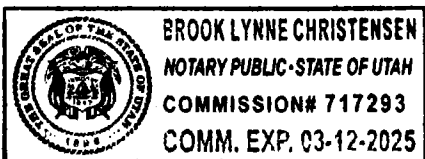
On the 31 day of May, 2022, personally appeared before me Trisha Smith, the signer of the above instrument who duly acknowledged to me that she executed the same.




  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
:ss  
COUNTY OF SALT LAKE )

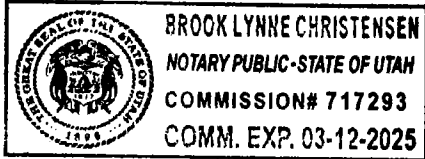
On the 31 day of May, 2022, personally appeared before me Tammy R. Lund, the signer of the above instrument who duly acknowledged to me that she executed the same.



  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

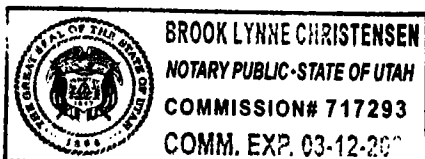
On the 31 day of May, 2022, personally appeared before me Gailyn Lund, an individual, the signer of the above instrument who duly acknowledged to me that she executed the same.



[Signature]  
Notary Public

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

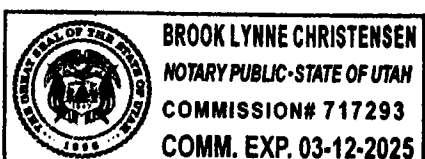
On the 31 day of May, 2022, personally appeared before me John Gust, the signer of the above instrument who duly acknowledged to me that he executed the same.



[Signature]  
Notary Public

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

On the 31 day of May, 2022, personally appeared before me John Gust a manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said company.



[Signature]  
Notary Public



Exhibit A  
*(Legal Description of Parcel 1)*

**PARCEL 1:**

**Beginning at a point on the East right-of-way line of 8400 West Street which is South 734.30 feet and East 68.88 feet from the North quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian basis of bearing being the North line of said Section 32 which bears South 89°44'24" East 511.98 feet; thence South 00°15'36" West 111.18 feet; thence South 89°39'43" East 391.33 feet; thence South 63°22'42" East 13.48 feet; thence south 39°23'31" East 48.27 feet; thence South 00°10'36" West 353.67 feet to a point on the North line of the Utah and Salt Lake Canal and to a point on a 604.45 foot radius curve to the left, the chord of which bears South 89°03'18" West; thence Westerly along said North line and said curve through a central angle of 38°36'34" a distance of 407.31 feet; thence South 69°45'01" West along said North line 127.78 feet; thence North 00°44'30" East 190.73 feet; thence North 82°16'05" West 8.58 feet; thence North 14°25'04" West 35.16 feet; thence south 87°12'47" 411.49 feet to the East right-of-way line of 8400 West Street; thence North 00°08'25" East along said East line 357.74 feet to the point of beginning.**

**PARCEL 1A:**

**Reciprocal pedestrian and vehicular ingress and egress easements as more particularly defined in those certain following instruments: (i) recorded February 7, 1986 as Entry Nos. 4199263 and 4199264 in Book 5734 at Pages 1380 and 1384; (ii) recorded November 3, 1986 as Entry Nos. 4342468 and 4342469 in Book 5835 at Pages 1265 and 1268; and (iii) recorded December 14, 1994 as Entry No. 5985382 in Book 7071 at Page 183 of official records.**

Tax Parcel Number: 14-32-201-066

Parcel E – Parcel No. 14-32-201-139

Parcel E, Arbor Park Townhomes, amending Lot 1 of the Arbor Park Commercial Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

**Exhibit B**  
***(Legal Description of Parcel 2)***

**Current Parcel Boundary Descriptions**

**Trisha ~~Smith~~ Parcel No. 14-32-201-057**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point South 882.78 feet and East 1014.40 feet from the North Quarter corner of said Section 32, basis of bearing being South 89°49'24" East between said North Quarter corner and the Northeast corner of said Section 32; and running

thence South 89°44'24" East 239.05 feet;  
thence South 39°00'00" West 121.25 feet;  
thence along the arc of a 40.50 foot radius curve left, the bearing to radius point being South 28°29'37" West (the chord of which bears North 75°41'23" West 19.85 feet) a distance of 20.05 feet, having a central angle of 28°21 '59";  
thence North 89°52'22" West 67.99 feet;  
thence along the arc of a 19.50 foot radius curve right (the chord of which bears North 64°00'21" West 17.01 feet) a distance of 17.61 feet, having a central angle of 51°44'01";  
thence North 38°08'21 " West 97.56 feet;  
thence North 00°10'36" East 6.06 feet to the point of beginning.

Contains 15,480 Square Feet or 0.355 Acres

**John Gust – Parcel No. 14-32-201-089**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,014.38 feet and South 885.71 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence

thence South 38°08'21" East 97.56 feet;  
thence Southeasterly 17.61 feet along the arc of a 19.50 foot radius curve to the left (center bears North 51°51'39" East and the chord bears South 64°00'21" East 17.01 feet with a central angle of 51°44'01");  
thence South 89°52'22" East 67.99 feet;  
thence Southeasterly 63.53 feet along the arc of a 40.50 foot radius curve to the right (center bears South 00°07'38" West and the chord bears South 44°56'11" East 57.21 feet with a central angle of 89°52'22");  
thence South 11.14 feet;  
thence West 136.28 feet;  
thence South 92.02 feet;  
thence West 48.37 feet;  
thence North 00°10'38" East 228.00 feet to the point of beginning.

Contains 16,425 Square Feet or 0.377 Acres

**~~Arbor~~ Parcel No. 14-32-201-137**

Parcel B, Arbor Park Townhomes, amending Lot 1 of the Arbor Park Commercial Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Contains 4,306 Square Feet or .0988

**Gailyn B. & Tami R. Lund – Parcel No. 14-32-201-090**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,013.68 feet and South 1,113.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence

thence East 48.37 feet;

thence South 48.98 feet;

thence East 131.90 feet;

thence South 185.12 feet to an existing fence line being a point on Northerly Right-of-Way Line of the Utah & Salt Lake Canal;

thence North 58°10'05" West 174.41 feet along said existing fence and said Northerly Right-of-Way Line;

thence Northwesterly 34.59 feet along the arc of a 604.45 foot radius curve to the left (center bears South 21°38'17" West and the chord bears North 70°00'04" West 34.58 feet with a central angle of 03°16'43") along said Northerly Right-of-Way Line;

thence North 00°10'36" East 130.28 feet to the point of beginning.

Contains 25,806 Square Feet or 0.592 Acres

**Exhibit C**  
***(Legal Description of Landscape Area)***

**Parcel Descriptions**

**Parcel 1**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 580.88 feet and South 730.30 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°46'00" East 43.13 feet;  
thence South 55°00'35" West 24.57 feet;  
thence Southwesterly 26.63 feet along the arc of a 28.00 foot radius curve to the left (center bears South 34°59'25" East and the chord bears South 27°45'49" West 25.64 feet with a central angle of 54°29'32");  
thence South 00°31'03" West 64.20 feet;  
thence Southwesterly 17.63 feet along the arc of a 17.00 foot radius curve to the right (center bears North 89°36'51" West and the chord bears South 30°05'33" West 16.85 feet with a central angle of 59°24'48");  
thence North 89°39'43" West 2.56 feet;  
thence North 00°15'36" East 115.71 feet to the point of beginning.

Contains 1,641 Square Feet or 0.038 Acres

**Parcel 2**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,014.38 feet and South 885.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°10'36" West 4.61 feet;  
thence North 39°23'31" West 21.54 feet;  
thence North 54°49'56" East 15.39 feet;  
thence Northeasterly 19.73 feet along the arc of a 45.00 foot radius curve to the right (center bears South 35°02'47" East and the chord bears North 67°30'58" East 19.58 feet with a central angle of 25°07'29");  
thence South 11°07'14" East 15.61 feet;  
thence North 89°21'04" West 9.00 feet;  
thence South 12°19'50" East 38.55 feet;  
thence North 38°08'21" West 31.14 feet to the point of beginning.

Contains 750 Square Feet or 0.017 Acres

**Parcel 3**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,014.38 feet and South 885.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

- thence South 38°08'21" East 31.32 feet;
- thence South 12°19'50" East 9.52 feet;
- thence North 39°14'45" West 33.65 feet;
- thence North 00°10'39" East 7.73 feet to the point of beginning.

Contains 147 Square Feet or 0.003 Acres

**Parcel 4**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,013.68 feet and South 1,113.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

- thence North 00°10'10" East 169.37 feet;
- thence Southeasterly 8.18 feet along the arc of a 7.00 foot radius curve to the right (center bears South 14°20'04" East and the chord bears South 70°52'05" East 7.72 feet with a central angle of 66°55'58");
- thence South 37°24'06" East 58.88 feet;
- thence Southeasterly 3.38 feet along the arc of a 8.00 foot radius curve to the left (center bears North 52°35'54" East and the chord bears South 49°30'24" East 3.36 feet with a central angle of 24°12'37");
- thence South 61°36'43" East 4.49 feet;
- thence Southeasterly 23.45 feet along the arc of a 48.00 foot radius curve to the left (center bears North 28°23'17" East and the chord bears South 75°36'17" East 23.21 feet with a central angle of 27°59'08");
- thence South 89°35'51" East 40.74 feet;
- thence South 89°49'31" East 34.87 feet;
- thence Southeasterly 10.81 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°10'29" West and the chord bears South 45°33'59" East 9.77 feet with a central angle of 88°31'02");
- thence South 01°18'28" East 10.73 feet;
- thence West 107.02 feet;
- thence South 92.02 feet;
- thence West 48.35 feet to the point of beginning.

Contains 8,912 Square Feet or 0.205 Acres

**Parcel 5**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,013.68 feet and South 1,113.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

- thence East 48.35 feet;
- thence South 52.73 feet;
- thence North 89°49'26" West 48.50 feet;
- thence North 00°10'12" East 52.58 feet to the point of beginning.

Contains 2,550 Square Feet or 0.059 Acres

(Landscaping Improvements)

