

Ivory Homes, Ltd.
978 Woodoak Lane
Salt Lake City, Utah 84117

14471758 B: 11621 P: 7619 Total Pages: 5
12/04/2025 02:00 PM By: Jattermann Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

LANDSCAPING EASEMENT

THIS LANDSCAPING EASEMENT FOR (the "Agreement") is being executed as of December 2, 2025, by and between IVORY HOMES, LTD. ("Grantor"), and John F. Smith and Nancy A. Smith, Trustees of the Nancy A. Smith Revocable Trust, dated August 8, 1989 ("Grantee"). Grantor and Grantee may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS:

A. Grantor is the owner of that certain real property known as:

LOT 4, LE JARDINE DU BOULEVARD P.U.D. AMENDED, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder (the "Property").

B. Grantee desires to use a portion of the Property for landscaping (the "Easement Area"). The Easement Area is legally described on Exhibit A.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Easement. Subject to the terms and conditions set forth herein, Grantor hereby grants and conveys to Grantee, for the use and benefit of Grantee and its members, agents, employees, licensees and invitees (collectively, "Grantee Permittees"), an exclusive perpetual easement across the Easement Area, and to use the Easement Area for the purposes of the construction, installation, and maintenance of fencing and landscaping, including, but not limited to, the present or future installation of trees, shrubs, and sprinkler or irrigation lines. Grantee, and its successors in interest, shall be solely responsible for any such construction, installation, or maintenance and Grantor shall not restrict Grantee from the use of the Easement Area.

2. Public Dedication. The provisions of this Agreement will not constitute nor be construed as a dedication for public use, and the rights and easements granted herein are private and solely for the benefit of Grantee.

3. Consideration. In consideration of the Easement Area described herein, Grantee shall pay Grantor a one-time payment of Ten Dollars (\$10).

4. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only, will not be deemed to define, limit or alter any provision of this Agreement, and will not be deemed relevant in construing this Agreement.

5. Binding Effect. This Agreement inures to the benefit of and is binding on the parties and their respective heirs, legal representatives, successors (including successors-in-title to all or any portion of the Easement Area) and assigns, will be appurtenant to such parcels, and will run with the land.

6. Integration/Amendments. This Agreement sets forth all of the agreements between the Parties with respect to the Easement Area. This Agreement may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.

8. Attorney Fees. In the event of any legal, equitable, or administrative action or proceeding brought by any party against any other party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys, and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

[signatures on following page]

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John F. Smith and Nancy A. Smith, Trustees of the
Nancy A. Smith Revocable Trust, dated August 8,
1989

By: Nancy A. Smith, Trustee

On the 2nd day of December, 2025, personally appeared before me John F. Smith and Nancy A. Smith, who being by me duly sworn did say that they are the authorized Trustees of the Nancy A. Smith Revocable Trust, dated August 8, 1898 and that the within and foregoing instrument was signed on behalf of said trust.




EXHIBIT A – EASEMENT AREA

A part of Lot 4, Le Jardin Du Boulevard P.U.D. Amended subdivision, located in the Northwest Quarter of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Holladay City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the south line of Le Jardin Place that is South 01°33'10" East 148.72 feet along the monument line (South 01°30'00" East, by record) and North 88°26'50" East 155.37 feet from the street monument located in Holladay Boulevard that is North 90°00'00" East 476.85 feet and South 25°00'00" East 922.35 feet from the Northwest Corner of said Section 14, by record, and running thence Easterly along the south line of Le Jardin Place and along the arc of a non-tangent curve to the left with a radius of 40.00 feet a distance of 2.36 feet through a central angle of 03°23'09", Chord: North 80°14'44" East 2.36 feet, to the east line of said Lot 4; thence South 11°26'51" East 78.44 feet along said east line to the southeast corner of said Lot 4; thence North 90°00'00" West 5.30 feet along the south line of said Lot 4; thence North 09°27'32" West 26.58 feet; thence North 09°17'46" West 50.93 feet to the south line of Le Jardin Place and to the Point of Beginning.