


Return to:
Residences at Monte Vista, LLC
Attn: James Seaberg
978 Woodoak Lane
Salt Lake City, UT 84117



ENT 84221:2014 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Nov 21 10:48 am FEE 16.00 BY SS
RECORDED FOR RESIDENCES AT MONTE VIST

Project Name: Residences at Monte Vista

AMENDED AND RESTATED EASEMENT AGREEMENT

By way of the dedication reflected in the recording of the Final Plat of the Residences at Monte Vista subdivision, RESIDENCES AT MONTE VISTA, LLC, a Utah limited liability company, its successors and assigns ("Grantor"), granted to the NORTH UNION CANAL COMPANY, a Utah corporation its successors and assigns ("Grantee"), a ten foot (10') wide easement along the southern boundary of Grantor's Residences at Monte Vista subdivision as reflected on the recorded Final Plat. Grantor and Grantee now desire to amend and restate that grant of easement with this amendment and restatement ("Amended and Restated Easement") as follows:

For value received, Grantor hereby restates its dedication to Grantee of a ten foot (10') wide irrigation easement along the southern boundary of Grantor's Residences at Monte Vista subdivision as reflected in the recorded Final Plat of that subdivision ("Irrigation Easement"). Grantor's real property contained within the Residences at Monte Vista subdivision, and subject to the recorded Final Plat is described as:

(See Exhibit "A")

Grantee's Irrigation Easement is subject to Grantor's reserved right to construct, install, maintain and use a concrete deck on and over the surface of Grantor's real property encumbered by Grantee's Irrigation Easement, including a right of way for the construction, use, operation, maintenance, repair, replacement, and removal of a concrete deck surrounding Grantor's swimming pool, which concrete deck may extend over Grantee's Irrigation Easement to Grantor's southern property line as described and shown on the Final Plat, together with the right to occupy, use and access Grantee's Irrigation Easement for all activities in connection with the purposes comprehended in this Amended and Restated Easement; and together with the present and (without payment therefor) the future right to keep the concrete deck in good repair and free from any hazardous condition which might endanger or impair Grantee's easement.

Grantor shall bear all costs arising as a result of its activities pursuant to this Amended and Restated Easement and the right of occupation, use and access reserved hereunder, and shall at its sole cost and expense, return Grantee's Irrigation Easement adjacent to the concrete deck to the condition it was in before Grantor accessed and performed the activities conducted pursuant to this reservation and right.

At no time during the use and maintenance of its easement, shall Grantee place, use or permit any work, equipment or material of any kind which may block, destroy or remove Grantor's concrete deck without the prior authorization of Grantor, which authorization shall not be unreasonably withheld. In such event, Grantee shall pay all costs necessary to restore Grantor's concrete deck on the Irrigation Easement to the condition it was in before Grantee performed the activities conducted pursuant to Grantor's consent.

This Amended and Restated Easement shall be interpreted and construed under the laws of the State of Utah. The successful party in an action required to interpret or to enforce the terms of this Amended and Restated Easement shall be entitled to an award of its reasonable attorney's fees and costs, whether incurred in informal negotiation, mediation, arbitration or litigation.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 20 day of November, 2014.

GRANTOR:

RESIDENCES AT MONTE VISTA, LLC

James G. Seaberg
By: James G. Seaberg
Its: Manager

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

On this 20 day of November, 2014, before me, the undersigned Notary Public, personally appeared James G. Seaberg, who being by me duly sworn, did say that he is the Manager of Residences of Monte Vista, LLC, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Donna Perkins

Notary Public



GRANTEE:

NORTH UNION CANAL COMPANY

Alex D. Lott

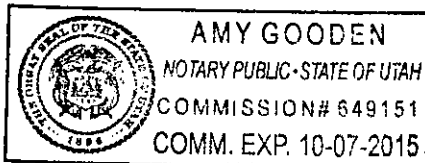
By: Alex D. Lott

Its: President North Union Canal Co.

STATE OF UTAH)
: ss.
County of Utah)

On this 19 day of November, 2014, before me, the undersigned Notary Public, personally appeared Alex D. Lott, who being by me duly sworn, did say that he is the President of North Union Canal Co. and that said instrument was signed in behalf of said corporation by authority of its bylaws, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



A. Gooden
Notary Public

Exhibit A

Beginning at the Northeast Corner of Pinehurst Plaza Plat "B", said point also being on the south line of Mollner Plat "A" Subdivision, both subdivisions recorded in the Utah County Recorder's Office, and being described as North 0°39'38" West 674.22 feet along the section line and North 89°35'44" East 2488.37 feet to, along, and beyond the north line of Pinehurst Plaza Plat "A" to and along north line of Pinehurst Plaza Plat "B" to the said Northeast Corner of Pinehurst Plaza Plat "B" from the from the West Quarter Corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running;

Thence North 89°35'42" East 54.53 feet along the south line to an angle point in the south line of Mollner Plat "A" Subdivision;

Thence North 89°39'23" East 54.05 feet along the south line to the Southeast Corner of Mollner Plat "A" Subdivision;

Thence North 0°10'50" East 208.68 feet along the east line to the Northeast Corner of Mollner Plat "A" Subdivision, (being on the south line of 920 North Street);

Thence South 89°49'10" East 770.04 feet along the south line of 920 North Street;

Thence easterly 48.76 feet along the arc of a 150.00 foot radius curve to the left, (center bears North 0°10'50" East and long chord bears North 80°52'07" East 48.54 feet, with a central angle of 18°37'26") to the west line of State Street;

Thence South 18°26'36" East 236.06 feet along the west line of State Street to the Northeast Corner of AFFCU Orem Subdivision;

Thence North 89°21'36" West 847.69 feet along and beyond the north line of AFFCU Orem Subdivision;

Thence southerly 65.19 feet along the arc of a 137.00 foot radius curve to the left, (center bears South 89°49'56" East and long chord bears South 13°27'47" East 64.57 feet, with a central angle of 27°15'44");

Thence southerly 78.25 feet along the arc of a 165.48 foot radius curve to the right, (center bears South 62°54'21" West and long chord bears South 13°32'50" East 77.52 feet, with a central angle of 27°05'39")'

Thence South 57.72 feet to a point on the northeasterly line of Pinehurst Plaza Plat "A" at a point being North 43°45'59" West 2.82 feet along the northeasterly line from the Northeast Corner of Pinehurst Plaza Plat "A" Subdivision;

Thence North 43°45'59" West 270.98 feet along the northeastly line of Pinehurst Plaza Plat "A" Subdivision to the point of beginning.

Contains 198,087 square feet, 4.547 acres, 1 Lot and 1 Parcel.