

WHEN RECORDED, MAIL TO:

Boyer CCID, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

Ent 1239000 Bk 2123 Pg 1716
Date: 14-Feb-2020 09:13 AM Fee \$0.00
Cache County, UT
Michael Glead, Rec. - Filed By SA
For PROVIDENCE CITY

SLOPE EASEMENT

THIS SLOPE EASEMENT, made and entered into this 23rd day of January, 2020, by and between **BOYER CCID, L.C.**, a Utah limited liability company ("Grantor") and **PROVIDENCE CITY**, a Utah municipal corporation ("Grantee").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Grantor hereby quit-claims, without representation or warranty, to Grantee, its successors and assigns, a non-exclusive slope easement over and across a portion of the following described real property situated in Cache County, Utah (the "Grantor's Property"):

See Exhibit A attached hereto and by this reference made a part hereof

Said slope easement is more particularly described on Exhibit B hereto and by this reference made a part hereof (the "Easement Area").

Grantor and Grantee agree to be bound by and accept the foregoing easement subject to the following terms and conditions:

1. *Limited Purpose.* The easement granted hereby is solely for the purpose of providing and maintain lateral support with a maximum grade of a 2:1 slope along the boundary of the roadway commonly known as of the date hereof as Spring Creek Parkway (the "Roadway") an installing a culvert and fill material necessary for the installation and maintenance of the Roadway. Any such work shall be done in a good and workmanlike manner and in compliance with all applicable law. The foregoing easement does not include the right to enter on any other portion of Grantor's Property without the written permission of Grantor in each instance, add or remove any additional soil or other materials to, or to discharge storm waters on, or install any landscaping, irrigation systems, buildings, utilities, structures or other improvements on, under, across or over, the Grantor's Property.
2. *Non-Exclusive Grant.* The rights granted hereunder are nonexclusive. The Easement Area may be used for utility or other purposes by such person or entity as Grantor, its successors or assigns, may designate at any time, so long as such uses do not unreasonably interfere with the slope easement granted herein.
3. *Use by Grantor.* Grantee acknowledges that, subject to applicable law, Grantor, its successors or assigns, may make improvements in the Easement Area including, but not limited to, creating landscaping, irrigation systems, fencing retaining walls and other improvements; provided that such uses shall not include improvements that unreasonably interfere with the lateral support of Grantor's Lot as required by law.
4. *No Liens.* Grantee shall not permit any claim of mechanics, laborers or materialmen to be filed against Grantor's Property, 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 Grantee. Within ten (10) business days after the date of the filing or recording of any such lien, Grantee shall cause

the same to be paid and discharged of record.

5. *Grantee's Maintenance Obligations.* Grantee shall be responsible to maintain the Easement Area and all improvements installed thereon by Grantee to be maintained in good condition and repair.

6. *Disclaimer of Liability.* In the event any injury, loss or damage occurs as a result of an act or omission of Grantee, Grantor shall not be liable or responsible for any such injuries, losses or damages. Grantee agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, from and against any claim, injury, loss or damage arising out of or related to the use of the Easement Area except to the extent caused by the negligence of Grantor.

7. *Entire Agreement.* The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

IN WITNESS WHEREOF, the Grantor has executed this Slope Easement as of the day and year first above written.

GRANTOR:

BOYER CCID, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By: 

Name:

Title: Manager

GRANTEE:

PROVIDENCE CITY, a Utah municipal corporation

By: 

Name: Ryan Seaw
Title: Manager

Approved as to Form:

Em 1239000 Bk 2123 Pg 1717

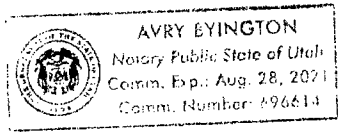
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 23rd day of ~~December, 2019~~ January, 2020, by Nathan Boyer, a manager of The Boyer Company, L.C., a Utah limited liability company, the manager of BOYER CCID, L.C., a Utah limited liability company, on behalf of said limited liability company

My commission expires:

8/28/2021

Avry Byington
Notary Public



STATE OF UTAH)
 :SS
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this _____ day of December, 2019, by _____, who is the _____ of TLC Construction, Inc., a Utah corporation.

My commission expires:

Notary Public

EXHIBIT A

TO

SLOPE EASEMENT

Legal Description of Grantor's Property

The "Grantor's Property" referred to in the foregoing Slope Easement is located in Cache County, Utah and is more particularly described as follows:

Beginning at a point of record 934 feet South and 13 rods West of the Northeast corner of Lot 12, Block 34, Plat "A" PROVIDENCE FARM SURVEY, and running thence South 386 feet, more or less to the South line of said Lot 12; thence West 27 rods to the Southwest corner of said Lot; thence North 386 feet, more or less to a point West of beginning; thence East 27 rods to beginning, and being situate in the East half of Sections 3 and 10, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

Together with a right of way described as follows:

Beginning at a point 934 feet South of the Northeast corner of said Lot 12 and running thence South 1 rod; thence West 13 rods; thence North 1 rod; thence East 13 rods to beginning.

Tax Parcel No. 02-092-0001

Part of Lot 12, Block 34, Plat "A" PROVIDENCE FARM SURVEY, Cache County, State of Utah, also located in the Southeast Quarter of Section 3, Township 11, North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Commencing at the locally accepted Northeast corner of Lot 12, Block 34, Plat "A", PROVIDENCE FARM SURVEY (also known as the Hansen Fence corner) thence South 00°39'01" East 10.00 feet; thence South 00°00'34" East 538.50 feet along the West right of way of 600 East Street to the point of beginning and running thence South 00°00'34" East 302.02 feet continuing along the West right of way of 600 East Street; thence North 88°59'58" West 122.62 feet; thence South 89°58'54" West 92.93 feet along and existing fence line; thence North 00°09'17" West 15.92 feet (North 1 rod/16.5' by record); thence North 89°35'30" West 446.50 feet; thence North 00°11'00" West 283.76 feet along the East line of Plat "A" COTTAGE CREEK recorded October 23, 2000 under Entry No. 747469; records of Cache County, Utah; thence South 50°34'28" East 74.4 feet; thence South 56°49'03" East 53.51 feet; thence South 77°02'45" East 67.31 feet; thence North 87°07'29" East 337.98 feet; thence North 65°30'42" East 173.05 feet to the point of beginning.

Subject to a right-of-way described as follows:

Beginning at a point 934 feet South of the Northeast corner of said Lot 12 and running thence South 1 rod; thence West 13 rods; thence North 1 rod; thence East 13 rods to beginning.

Subject to: Boundary Line Agreement shown as Entry No. 1018615 with the Heights at Spring Creek Subdivision.

Tax Parcel No. 02-092-0051 & part of 02-092-0043

Est 1239000 Bk 2123 Pg 1719

EXHIBIT B

TO

SLOPE EASEMENT

Legal Description of Easement Area

SLOPE EASEMENT 1 A PERPETUAL SLOPE EASEMENT TO BE USED BY PROVIDENCE CITY TO ALLOW THE PLACEMENT AND MAINTENANCE OF A CULVERT AND FILL MATERIAL NECESSARY FOR THE INSTALLATION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, BEING PART OF LOT 12, BLOCK 34, PLAT "A", PROVIDENCE FARM SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 100 WEST (600 EAST) WHICH LIES S 01°18'32" W ALONG THE WEST RIGHT OF WAY LINE OF 100 WEST (600 EAST), 19.03 FEET FROM A POINT WHICH LIES BY RECORD S 00°39'01" E, 10.00 FEET THENCE S 00°00'34" E 638.50 FEET ALONG THE WEST RIGHT OF WAY OF 600 EAST (100 WEST) FROM THE LOCALLY ACCEPTED NORTHEAST CORNER OF LOT 12, BLOCK 34, PLAT "A", PROVIDENCE FARM SURVEY.

THENCE S 01°18'32" W, 13.86 FEET ALONG SAID WEST RIGHT OF WAY OF 100 WEST (600 EAST) STREET TO THE NORTH RIGHT OF WAY LINE OF SPRING CREEK PARKWAY, THENCE ALONG THE NORTH RIGHT OF WAY OF SPRING CREEK PARKWAY FOR THE FOLLOWING THREE COURSES: 1) 14.79 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, INCLUDED ANGLE OF 84°45'45" AND A LONG CHORD THAT BEARS S 43°41'25" W, 13.48 FEET, 2) 234.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 533.00 FEET, INCLUDED ANGLE OF 25°12'12" AND A LONG CHORD THAT BEARS S 73°28'12" W, 232.57 FEET, 3) S 60°52'06" W, 91.31 FEET, THENCE N 29°07'54" W, 23.00 FEET, THENCE N 60°52'06" E 91.31 FEET, THENCE 42.69 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 556.00 FEET, INCLUDED ANGLE OF 04°23'57" AND A LONG CHORD THAT BEARS N 63°04'04" E, 42.68 FEET, THENCE N 88°26'35" E 47.06 FEET, THENCE N 66°49'48" E, 109.97 FEET, THENCE 57.91 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 556.00 FEET, INCLUDED ANGLE OF 05°58'03" AND A LONG CHORD THAT BEARS N 84°14'40" E, 57.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,314 SQUARE FEET MORE OR LESS.

SLOPE EASEMENT 3 A PERPETUAL SLOPE EASEMENT TO BE USED BY PROVIDENCE CITY TO ALLOW THE PLACEMENT AND MAINTENANCE OF A CULVERT AND FILL MATERIAL NECESSARY FOR THE INSTALLATION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

Ent. 1239000 Bk 2123 Pg 1720

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 1

EAST OF THE SALT LAKE BASE AND MERIDIAN, BEING PART OF LOT 12, BLOCK 34, PLAT "A", PROVIDENCE FARM SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 100 WEST (600 EAST) WHICH LIES S 01°18'32" W ALONG THE WEST RIGHT OF WAY LINE OF 100 WEST (600 EAST), 119.32 FEET FROM A POINT WHICH LIES BY RECORD S 00°39'01" E, 10.00 FEET THENCE S 00°00'34" E 638.50 FEET ALONG THE WEST RIGHT OF WAY OF 600 EAST (100 WEST) FROM THE LOCALLY ACCEPTED NORTHEAST CORNER OF LOT 12, BLOCK 34, PLAT "A", PROVIDENCE FARM SURVEY.

THENCE S 01°18'32" W, 22.11 FEET, THENCE 102.07 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 434.00 FEET, INCLUDED ANGLE OF 13°28'32" AND A LONG CHORD THAT BEARS S 79°20'25" W, 101.84 FEET, THENCE N 17°23'51" W, 30.00 FEET, THENCE 95.03 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 464.00 FEET, INCLUDED ANGLE OF 11°44'03" AND A LONG CHORD THAT BEARS S 66°44'08" W, 94.86 FEET, THENCE S 60°52'06" W, 91.31 FEET, THENCE N 29°07'54" W, 3.00 FEET, THENCE ALONG THE SOUTH RIGHT OF WAY OF SPRING CREEK PARKWAY FOR THE FOLLOWING THREE COURSES: 1) N 60°52'06" E, 91.31 FEET, 2) 197.36 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 467.00 FEET, INCLUDED ANGLE OF 24°12'50" AND A LONG CHORD THAT BEARS N 72°58'31" E, 195.90 FEET, 3) 16.79 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, INCLUDED ANGLE OF 96°13'36" AND A LONG CHORD THAT BEARS S 46°48'16" E, 14.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,079 SQUARE FEET MORE OR LESS.

Ent 1239000 Bk 2123 Pg 1721