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Book - 9926 Pg - 3152-3156
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HARVEST VLGGE CORP
C/O PETERSON DEV
225 S 200 E STE 300
SLC UT 84111
BY: JCR, DEPUTY - WI 5 P.

When recorded, return to:

Harvest Village corp.
c/o Peterson Development
225 South 200 East
Suite 300
Salt Lake City, Utah
84117

Parcel ID No. 27-17-251-001

CORRECTED EASEMENT AGREEMENT

THIS CORRECTED EASEMENT AGREEMENT is being recorded to correct the Easement Agreement between South Jordan Real Estate, L.C. and Harvest Village Corp. recorded on October 2, 2007 as Entry No. 10238106 in Book 9521, Pages 7585-7592 of the Official Records of Salt Lake County, Utah, which inadvertently recorded pages from prior drafts of the Easement Agreement.

THIS CORRECTED EASEMENT AGREEMENT ("**Corrected Agreement**") is made to be effective as of the 5 day of April, 2011 by and between PAYNE PROPERTY ENTERPRISES LLC, a Utah Limited Liability Company, the successor in interest to SOUTH JORDAN REAL ESTATE, L.C., a Utah limited liability company ("**Payne Property**") and HARVEST VILLAGE CORP., a Utah corporation ("**Harvest Village**").

WHEREAS, Payne Property Enterprises LLC is the fee owner of Lot 3, Harvest Village at South Jordan Subdivision Phase I, according to the official plat thereof, situated in the City of South Jordan, County of Salt Lake, State of Utah (the "**Payne Parcel**");and

WHEREAS, Harvest Village is the fee owner of certain real property described as:

Lot 4, Harvest Village at South Jordan Subdivision Phase I, according to the official plat thereof, as recorded in the office of Salt Lake County Recorder.

situated in the City of South Jordan, County of Salt Lake, State of Utah (the "**Harvest Village Parcel**") which is adjacent to the Payne Parcel, and

WHEREAS, Harvest Village has agreed, subject to the covenants, conditions and restrictions set forth herein, to grant Payne Property a non-exclusive right of ingress and egress for vehicular and pedestrian traffic over the Harvest Village Parcel for purposes of accessing River Heights Drive and 10400 South Jordan Parkway from the Payne Parcel,

NOW, THEREFORE, the parties agree as follows:

1. Creation of Easement. Harvest Village hereby grants and establishes for the

benefit of Payne Property its assigns and successors, members, customers and employees, a non-exclusive right of ingress and egress for pedestrian and vehicular traffic over and across a portion of the Harvest Village Parcel, as more particularly shown on attached Exhibit "A" (the "Easement Area").

2. Use of Easement Area.

(a) Use. Subject to existing easements of record, Payne Property and its customers, invitees and employees may use the Easement Area for ingress, egress and walkways.

(b) No Barriers. Neither party shall construct or maintain any wall, fence or barrier of any kind on the Easement Area which prevents or impairs the use, free access or movement over or across the Easement Area, including without limitation, pedestrian and vehicular traffic.

3. Maintenance. Harvest Village shall be responsible for all repairs and maintenance relating to the Easement Area, provided however, that Payne Property shall pay its pro-rata share of the costs of such repairs and maintenance. Payne Property's pro-rata share shall be 20.89% as determined by the size of the Payne Parcel (Lot 3) in relation to the total size of Lots 3 and 4 (as shown on Exhibit "A").

4. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public or for any public purpose whatsoever. The right of the public or any person to make any use whatsoever of the Easement Area is by permission and subject to Harvest Village's control. Notwithstanding any other provisions herein to the contrary, Harvest Village may periodically restrict ingress and egress from the Easement Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be agreed to by the parties in writing prior to such restriction, shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimal effect on the parties.

5. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(c) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or

unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(d) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(e) Successors. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(g) Recording. This document shall be recorded in the Official Records of Salt Lake County, Utah.

(h) Amendment. This Agreement may only be amended in a writing executed by both parties.

IN WITNESS WHEREOF the parties have executed this Easement Agreement as of the date set forth above.

PAYNE PROPERTY ENTERPRISES LLC
a Utah Limited Liability Company

HARVEST VILLAGE CORP.
a Utah corporation

Rodney Payne
By: Rodney G. Payne

Ryan B. Peterson
By: Ryan B. Peterson, President

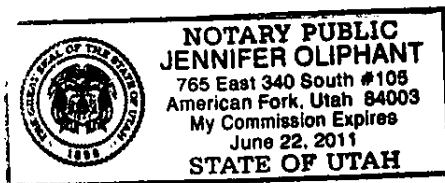
Its: Managing Member

Its: MANAGING MEMBER

STATE OF UTAH
COUNTY OF ~~SALT LAKE~~ Utah

The foregoing instrument was acknowledged before me this 5 day of April, 2011 by Rodney G. Payne the Managing Member of PAYNE PROPERTY ENTERPRISES LLC.

Jennifer Oliphant
Notary Public



STATE OF UTAH
COUNTY OF ~~SALT LAKE~~ Utah

The foregoing instrument was acknowledged before me this 12th day of May, 2011 by Ryan B. Peterson President of HARVEST VILLAGE CORP.

Victor Barnes
Notary Public

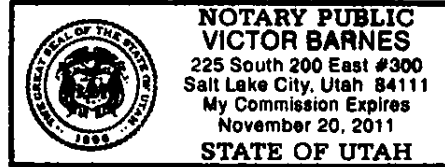


EXHIBIT "A"
Easement Area and Lots 3 and 4

