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BK 4290 PG 754

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
5/24/2007 11:28:00 AM
FEE \$17.00 Pgs: 3
DEP eCASH REC'D FOR FOUNDERS TITLE CO - LAYTON

WHEN RECORDED RETURN TO:
R. Scott Priest
P.O. Box 2000
Layton, Utah 84041

FD-38460

NOTICE OF EASEMENTS

10-063-0020

The undersigned Gordon Avenue Properties, LLC, a Utah limited liability company, is the owner ("Owner") of that parcel of land consisting of Parcel 1 and Parcel 2 (both of which are defined below) combined, ("Parcel "A"). The Owner intends to subdivide Parcel A into two parcels, Parcel 1, more particularly described on Exhibit 1, attached hereto and made a part hereof, ("Parcel 1"), and Parcel 2, more particularly described on Exhibit 2, attached hereto and made a part hereof, ("Parcel 2").

EASEMENT IN FAVOR OF PARCEL 2

The Owner hereby grants an easement across the following portions of Parcel 1 to the owner of Parcel 2, and its respective successors, and assigns, with Parcel 1 being the burdened parcel and Parcel 2 being the benefited parcel (Easement in Favor of Parcel 2). Such easement shall run with the land and shall be appurtenant to Parcel 2. The Easement in Favor of Parcel 2 is more particularly described as follows:

A non-exclusive easement for access, ingress and egress to Gordon Avenue, but not for parking, over and across a strip of land which is 12 feet in uniform width, abutting and adjoining the North 302.71 feet of the East line of Parcel 2, and extending southerly from Gordon Avenue.

Also, a non-exclusive easement for access, ingress and egress to 1200 West Street, but not for parking, over and across the following strip of land:

Beginning at a point which is South 89°50'40" West 493.00 feet along the section line and centerline of Gordon Avenue and South 00°11'20" West 344.72 feet from the Northeast Corner of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running;

thence North 89°48'20" East 460 feet to the west line of 1200 West Street;
thence South 00°11'20" West 26.00 feet along the west line of 1200 West Street;
thence South 89°48'20" West 460 feet;
thence North 00°11'20" East 26.00 feet, to the point of beginning.

EASEMENTS IN FAVOR OF PARCEL 1

The Owner grants the following easements across the following portions of Parcel 2 to the owner of Parcel 1, and its respective successors, and assigns, with Parcel 1 being the benefited parcel and Parcel 2 being the burdened parcel ("Easements in Favor of Parcel 1"). Such easements shall run with the land and shall be appurtenant to Parcel 1. The Easements in Favor of Parcel 1 are more particularly described as follows:

ACCESS EASEMENT

A non-exclusive easement for access, ingress and egress, to Gordon Avenue, but not for parking, over and across a strip of land which is 18 feet in uniform width, abutting and adjoining the North 328.73 feet of the West line of Parcel 1, and extending southerly from Gordon Avenue.

WATER EASEMENT

Also, a non-exclusive easement over and across Parcel 2 for the flow, drainage and collection of storm and surface water originating on or flowing across Parcel 1 for collection in the detention pond located on the southeastern portion of Parcel 2 (the "Detention Pond").

DRAINAGE EASEMENT

Also, a non-exclusive easement over, upon, across, through, and under the southernmost 204 feet of Parcel 2 for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, facilities, connectors, and appurtenance, which are for drainage into the Detention Pond, and including the right of access, ingress and egress for such maintenance and other related purposes. The owner of Parcel 1 agrees to restore the easement area to the condition it was in before any disturbance from such construction, operation, maintenance, or repair of such drainage lines and facilities, etc. The owner of Parcel 2 shall not allow or do any construction that might damage, unearth or undermine the drainage lines from Parcel 1, nor unreasonably obstruct access to such drainage lines, without the written consent of the owner of Parcel 1.

The owner of each parcel shall maintain and insure the easement areas on its own parcel, subject to the provisions of the Drainage Easement. To the extent not covered by the owners' policies of Liability Insurance, each of the owners shall defend, indemnify and hold the other owner(s) and all of their employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by that owner or its employees or agents, or the negligent maintenance, construction, or dangerous condition of their easement area and improvements.

Executed and Made Effective this _____ Day of May, 2007

Gordon Avenue Properties, LLC
A Utah limited liability company

By: NSC Properties, LLC
A Utah limited liability company
Its: Managing Member

By: 
R. Scott Priest
Its: Managing Member

**NOTARIZATION FOR GORDON AVENUE PROPERTIES, LLC
NOTICE OF EASEMENTS**

STATE OF UTAH)
DAVIS COUNTY)

On the 24th day of MAY, 2007 AD personally appeared before me
R SCOTT PRIEST, the signer of the foregoing instrument, who duly acknowledged to
me that he executed the instrument, and that he executed it on behalf of Gordon Avenue Properties,
LLC

Jim C. Morris
Signature of Notary Public

Notary Public for the State of Utah

My commission expires: 10-22-07

