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**RETURNED**  
**SEP 30 2011**

WHEN RECORDED RETURN TO:

Eaglewood Village, Inc.  
c/o Steven F Lowe  
13525 South Venicia Way  
Draper, UT 84020

E 2618747 B 5369 P 181-186  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/30/2011 10:16 AM  
FEE \$0.00 Pgs: 6  
DEP RT REC'D FOR NORTH SALT LAKE C  
ITY

*pt 01-106-1033*

**ROADWAY EASEMENT**

EAGLEWOOD VILLAGE, INC., a Utah corporation ("Grantor") for and in consideration of the payment of Ten Dollars and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to THE CITY OF NORTH SALT LAKE, UTAH, a Utah municipal corporation ("Grantee"), a perpetual, non-exclusive right-of-way and easement upon, over, through, under, and across certain real property, which property is more particularly described in Exhibit A attached hereto and incorporated herein (the "Road Expansion Easement Parcel"), for the location, construction, installation, inspection, maintenance, operation, use, repair, alteration, protection, removal, and replacement of a roadway, for access over and across the Road Expansion Easement Parcel by the general public (the "Easement"). The location of the Road Expansion Easement Parcel is depicted in Exhibit B attached hereto and incorporated herein.

Grantor and Grantee acknowledge and agree that the Easement granted herein is for the purpose of a potential future construction project by the Grantee, for the expansion of the existing Village Center Drive into a roadway that will be no wider than a "minor collector road" (the "Future Expansion Road"), with a maximum pavement width of 37 feet, as illustrated on Exhibit B to this Roadway Easement. The Grantee hereby agrees that it shall not pursue construction of such Future Expansion Road unless and until such construction becomes necessary (as reasonably determined by a certified traffic engineer) to accommodate the development of imminent and substantial development activities (expressly excluding mining, gravel, construction, or other similar uses and projects for a period of 15 years from the date of this Roadway Easement as set forth below) planned upon property located within the City of North Salt Lake, and to the south of the Road Expansion Easement Parcel.

Without limiting the generality of the foregoing, Grantor and Grantee hereby agree that upon construction of the Future Expansion Road, a further public utilities easement shall be and hereby is provided to Grantee under the park strip and sidewalk areas of the Road Expansion Easement Parcel, as illustrated on Exhibit B hereto, for the construction, installation, maintenance, operation, use, repair, alteration, and replacement of utilities lines and other facilities.

In connection with the planning and construction of the Future Expansion Road, if any, Grantee expressly acknowledges that Grantor shall not be responsible for any costs whatsoever of widening the existing Village Center Drive into the Future Expansion Road, including but not limited to the costs of the design, engineering, construction of all improvements (including sidewalks and park strips, which Grantee shall be obligated to provide consistent with Exhibit B, in connection with the construction of the Future Expansion Road), ongoing maintenance, repair, and other costs set forth herein. Grantee further represents and warrants to Grantor that it will cooperate in good faith with owners of property adjacent to the Future Expansion Road to implement a design and construction plan that balances impact on the adjacent properties with the Grantee's need for the Future Expansion Road. Furthermore, in the event that the Future Expansion Road is constructed, Grantee shall be responsible for reconfiguring and repairing (at its expense) any curbing, parking, landscaping or other similar improvements damaged as a result of Grantee's expansion of the existing roadway, which Grantor may have previously installed upon and/or adjacent to the Road Expansion Easement Parcel. All design, construction, repair, maintenance and other activities described in this paragraph to be conducted by Grantee shall be performed by Grantee in a manner which is consistent with the quality, design and maintenance

standards for the Eaglewood Village development project, the project in which the Road Expansion Easement Parcel is located ("Eaglewood Village").

As further provided in that certain Third Amendment to Development Agreement for Eaglewood Village between Grantor and Grantee, dated \_\_\_\_\_, 2011, and without limiting the generality of the foregoing, the Grantee agrees that the existing truck and height restrictions applicable to Village Center Drive and other roadways within Eaglewood Village shall be maintained for a minimum of 15 years from the time that the main roads within the Eaglewood Village are dedicated to the City, unless otherwise agreed in writing by Grantor, or unless a final, non-appealable order is issued by a Court prohibiting such restrictions.

Notwithstanding anything herein to the contrary, Grantor reserves the right to grant additional easements to third parties within or across the Road Expansion Easement Parcel not inconsistent with the Easement granted herein.

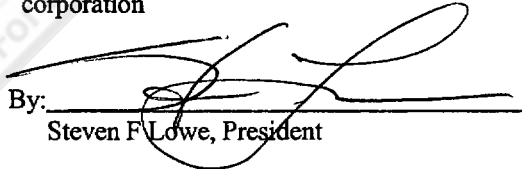
Grantee shall indemnify Grantor for all damage caused to, or claims made against, Grantor as a result of Grantee's exercise of the rights and privileges herein granted.

The Easement granted herein is subject to all existing easements, encumbrances, covenants, conditions and interests of record. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns. This Roadway Easement shall be construed under and governed by the laws of the State of Utah.

DATED this 29<sup>th</sup> day of September, 2011.

**GRANTOR:**

EAGLEWOOD VILLAGE, INC., a Utah corporation

By:   
Steven F. Lowe, President

**GRANTEE:**

CITY OF NORTH SALT LAKE, a Utah municipal corporation

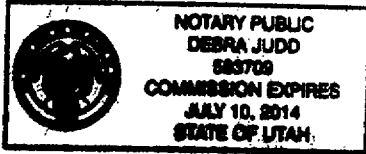
By:   
Len Arave, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF SALT LAKE )

On the 29 day of September, 2011, personally appeared before me Steven F Lowe, who acknowledged to me that he executed the foregoing instrument as President of Eaglewood Village, Inc., a Utah corporation, for its stated purpose.



Debra Judd  
\_\_\_\_\_  
Notary Public

Residing at: 322 E 12300 S  
Draper, UT 84020

My Commission Expires:

July 10, 2014

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF DAVIS )

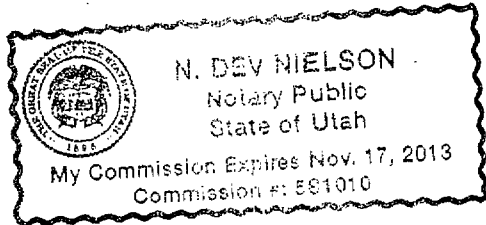
On the 30th day of SEPT, 2011, personally appeared before me Len Arave, who acknowledged to me that he executed the foregoing instrument as Mayor of the City of North Salt Lake, a Utah municipal corporation, for its stated purpose.

Len Arave  
\_\_\_\_\_  
Notary Public

Residing at: BEAUTIFUL, UTAH

My Commission Expires:

11.17.13



**EXHIBIT "A"**

**Road Expansion Easement Parcel**

**Legal Description**

The Road Expansion Easement Parcel is located in Davis County, Utah, and is more particularly described as follows:

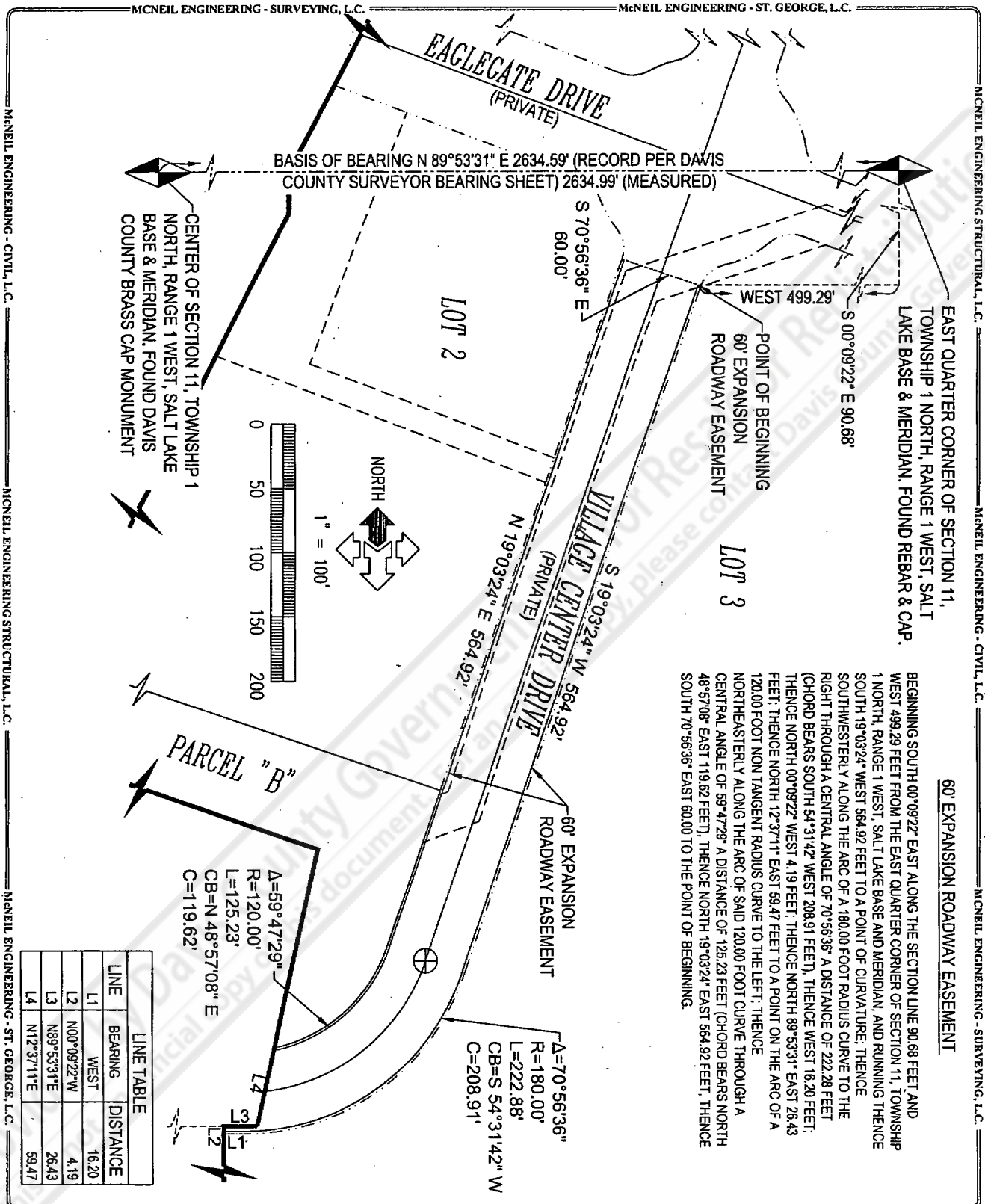
BEGINNING SOUTH 00°09'22" EAST ALONG THE SECTION LINE 90.68 FEET AND WEST 499.29 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 19°03'24" WEST 564.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 70°56'36" A DISTANCE OF 222.28 FEET (CHORD BEARS SOUTH 54°31'42" WEST 208.91 FEET), THENCE WEST 16.20 FEET; THENCE NORTH 00°09'22" WEST 4.19 FEET; THENCE NORTH 89°53'31" EAST 26.43 FEET; THENCE NORTH 12°37'11" EAST 59.47 FEET TO A POINT ON THE ARC OF A 120.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 120.00 FOOT CURVE THROUGH A CENTRAL ANGLE OF 59°47'29" A DISTANCE OF 125.23 FEET (CHORD BEARS NORTH 48°57'08" EAST 119.62 FEET), THENCE NORTH 19°03'24" EAST 564.92 FEET, THENCE SOUTH 70°56'36" EAST 60.00 TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**Road Expansion Easement Parcel**

**Depiction**

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**60' EXPANSION ROADWAY EASEMENT**

BEGINNING SOUTH 00°09'22" EAST ALONG THE SECTION LINE 90.68 FEET AND WEST 499.29 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 19°03'24" WEST 564.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 70°56'36" A DISTANCE OF 222.28 FEET (CHORD BEARS SOUTH 54°31'42" WEST 208.91 FEET); THENCE WEST 16.20 FEET; THENCE NORTH 00°09'22" WEST 4.19 FEET; THENCE NORTH 89°53'31" EAST 26.43 FEET; THENCE NORTH 12°37'11" EAST 59.47 FEET TO A POINT ON THE ARC OF A 120.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 120.00 FOOT CURVE THROUGH A CENTRAL ANGLE OF 59°47'29" A DISTANCE OF 125.23 FEET (CHORD BEARS NORTH 48°57'08" EAST 119.62 FEET); THENCE NORTH 19°03'24" EAST 564.92 FEET; THENCE SOUTH 70°56'36" EAST 60.00 TO THE POINT OF BEGINNING.

**PARCEL "B"**

$\Delta = 59^{\circ}47'29''$   
 $R = 120.00'$   
 $L = 125.23'$   
 $CB = N 48^{\circ}57'08'' E$   
 $C = 119.62'$

$\Delta = 70^{\circ}56'36''$   
 $R = 180.00'$   
 $L = 222.88'$   
 $CB = S 54^{\circ}31'42'' W$   
 $C = 208.91'$

LINE	BEARING	DISTANCE
L1	WEST	16.20
L2	N00°09'22"W	4.19
L3	N89°53'31"E	26.43
L4	N12°37'11"E	59.47

McNEIL ENGINEERING - SURVEYING, L.C. McNEIL ENGINEERING - ST. GEORGE, L.C. McNEIL ENGINEERING - CIVIL, L.C. McNEIL ENGINEERING - STRUCTURAL, L.C.

**EAGLEWOOD VILLAGE SUBDIVISION**  
 EAST EAGLERIDGE DRIVE & US HIGHWAY 89  
 EAST 1/2 OF SEC 11 & THE WEST 1/2 OF SEC 12, T1N, R1W, SLB&M

**McNEIL GROUP**

*Designing for the Future Since 1983*

6895 SOUTH 900 EAST MIDVALE, UTAH 84047  
 TEL. (801) 255-7700 FAX (801) 255-8071  
 E-MAIL info@mcneileng.com WEB SITE AT www.mcneil-group.com

PROJECT NO. 2618747
CHECKED BY: DBD
DRAWN BY: KJL/KES
DATE: 9-20-11
1 OF 1