

E 3406696 B 7817 P 652-658
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/06/2021 10:09 AM
FEE \$40.00 Pgs: 7
DEF RTT REC'D FOR CW URBAN

WHEN RECORDED, RETURN TO
CW South Davis Rose, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Affecting Parcel No(s): 08-052-0274, 0275

SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below) by and between **CW South Davis Rose, LLC**, a Delaware limited liability company ("Grantee") and **G.M.W. Development, Inc.**, a Utah corporation ("Grantor"). Grantee and Grantor may be referred to individually each as a "Party" or collectively as the "Parties".

RECITALS

A. Grantor is the owner of that certain real property located in Farmington City (the "City"), Davis County, State of Utah, which is graphically depicted on Exhibit "A" attached hereto (the "Grantor Property").

B. Grantee is the owner of that certain real property located adjacent to the Grantor Property, which is graphically depicted on Exhibit "B" attached hereto (the "Grantee Property").

C. The Grantee Property will be developed for residential use and as part of Grantee's development it desires to construct a slope over and across a portion of the Easement Area (defined below) to provide for the lateral and adjacent support of the Grantee Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant and Purpose of Easement. Grantor hereby conveys a perpetual, non-exclusive slope easement to Grantee over and across that certain portion of the Grantor Property, which is further described and graphically depicted on Exhibit "C" attached hereto (the "Easement Area"), for the purpose of constructing, maintaining, and repairing a slope at a 2:1 ratio (the "Slope"). The Slope will be engineered by a licensed engineer in good standing with the State of Utah and constructed by a licensed contractor in good standing with the State of Utah.

2. Maintenance and Repairs. At all times, Grantee shall maintain and repair the Slope and Easement Area in a safe condition and in compliance with all City regulations.

Without limiting the foregoing, the Slope constructed by Grantee shall meet or exceed all applicable requirements and specifications of the City relating to the Slope. Except for damage to the Slope caused by Grantor, its successors, assigns, contractors, or similar parties (which costs shall be borne solely by Grantor), all costs of maintenance and similar activities required herein shall be borne solely by Grantee.

3. Restoration of Easement Area. Upon completion, maintenance, or repair of the Slope, Grantee shall restore the Easement Area, and any adjacent portion of the Grantor Property disturbed by Grantee, in a commercially reasonable timeframe and to the same condition as existed prior to such disturbance.

4. Ingress and Egress. Grantee shall have the right of access over and across the Grantor Property for itself and its agents and to the extent reasonably necessary in order to exercise Grantee's rights under this Agreement.

5. Indemnification. Grantee shall indemnify and hold harmless Grantor and Grantor's owns, affiliates, officers, employees, managers, and agents (collectively, the "Grantor Parties") from any claims, costs, damages, expenses, injuries, liabilities, or other losses incurred by, or asserted against, the Grantor Parties as a direct result of Grantee's grading activities in the Easement Area. Notwithstanding the foregoing, Grantee shall not be liable for any loss, damage, or liability if a such loss, damage, or liability resulted primarily from the gross negligence, recklessness, or willful misconduct of the Grantor Parties.

6. Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the interpretation or enforcement of any right or obligation herein contained, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. Amendment. This Agreement may only be modified, amended, or terminated by a written instrument executed by the Parties, or their respective successors and heirs.

8. Covenants Run with the Land. It is intended that the rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the parcels of real property benefitted and burdened thereby, shall bind every person having any fee, leasehold, or other interest in said properties, and shall inure to the benefit of the Parties and their respective successors and heirs.

9. Mutual General Release of Claims. The Parties hereby mutually waive and release each other, and the respective managers, employees, agents, contractors and representatives of each Party, from and against any and all claims, causes of action, losses and liabilities, known or unknown, arising prior to the date of this Agreement, including, without limitation, any and all claims arising out of or relating to their respective properties, encroachments, boundary disputes, attorneys' fees, and costs of improvements.

10. Entire Agreement. This Agreement, including the recitals, which are incorporated herein by this reference, contains the complete understanding and agreement of the Parties hereto

with respect to all matters referred to herein, and all prior representations, negotiations, and understanding are superseded hereby.

11. Counterparts. This Agreement may be exercised in one or more counterparts which may be exchanged by traditional or electronic means, each of which shall constitute an original and all of which shall be deemed a single agreement.

[SIGNATURES FOLLOW]

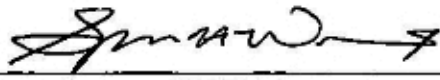
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ___ day of July, 2021 (the "Effective Date").

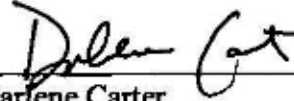
GRANTOR

GRANTEE

TETON INVESTMENT HOLDING, LLC
a Utah corporation

CW SOUTH DAVIS ROSE, LLC,
a Delaware limited liability company

By: 
Name: Spencer H. Wright
Title: General Manager

By: 
Name: Darlene Carter
Title: Authorized Person

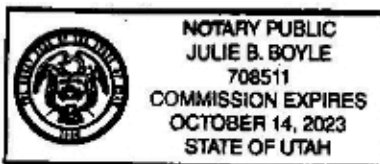
STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the 29 day of July, 2021, personally appeared before me Spencer H. Wright, who duly acknowledged to me that he executed the foregoing Agreement as General Manager of G.M.W. Development, Inc., a Utah corporation.

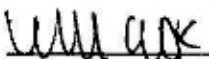

(Notary Public)

(Seal)

STATE OF UTAH)
 §
COUNTY OF DAVIS)



On the 2 day of ~~July~~ ^{AUGUST}, 2021, personally appeared before me Darlene Carter, who duly acknowledged to me that she executed the foregoing Agreement as Authorized Person of CW South Davis Rose, LLC, a Delaware limited liability company.


(Notary Public)

(Seal)

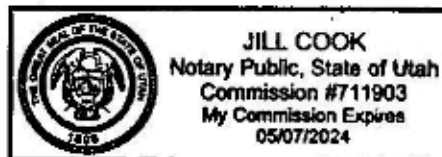


Exhibit "A"
(Grantor Property)

BEG AT A PT ON THE E LINE OF THE PPTY CONV TO JKC LLC IN A WARRANTY DEED RECORDED AS E# 1120111, SD PT BEING S 00°07'44" E 190.13 FT ALG THE 1/4 SEC LINE & S 89°29'27" E 673.41 FT TO AN EXIST FENCE ON THE N LINE OF THE PPTY CONV TO G.M.W. DEVELOPMENT INC IN A WARRANTY DEED RECORDED AS E# 3008056 & ALG SD FENCE & N LINE THE FOLLOWING THREE COURSES (3) COURSES: 1) S 89°29'27" E 138.51 FT, 2) S 88°29'27" E 30.25 FT, 3) S 89°29'44" E 225.78 FT FR THE CENTER 1/4 COR OF SEC 13-T3N-R1W, SLB&M; & RUN TH N'LY & W'LY ALG SD PROPOSED S R/W THE FOLLOWING TWO (2) COURSES: N 32°34'47" W 95.37 FT & NW'LY 126.27 FT ALG THE ARC OF A 367.00 FT RADIUS CURVE TO THE RIGHT (LC BEARS N 22°43'23" W 125.65 FT) & N 12°51'59" W 176.26 FT & 220.35 FT ALG THE ARC OF A 233.00 FT RADIUS CURVE TO THE LEFT (LC BEARS N 39°57'33" W 212.23 FT) TO A 233.00 FT RADIUS CURVE TO THE LEFT; TH NW'LY 89.75 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 76°15'16", CHORD BEARS N 78°05'03" W 75.48 FT TO A PT OF TANGENCY; TH N 89°07'15" W 216.90 FT; TH N 00°52'45" E 296.06 FT TO A PT ON THE S LINE OF NORTH MAIN STREET CHURCH SUBDIVISION; TH N 88°47'01" E 216.56 FT ALG THE S'LY LINE OF SD SUB TO A COR; TH ALG AN OLD FENCE THE FOLLOWING COURSE: N 89°18'04" E 133.99 FT, M/L, TO THE W LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 02/19/2021 AS E# 3350295 BK 7700 PG 1639; TH ALG SD PPTY THE FOLLOWING SEVEN COURSES: S'LY ALG THE ARC OF A 50.00 FT RADIUS CURVE TO THE LEFT 136.56 FT (LC BEARS S 11°03'33" W 97.90 FT) TO A PT ON A REVERSE 28.00 FT RADIUS CURVE TO THE RIGHT; TH S'LY ALG THE ARC OF SD CURVE 23.55 FT (LC BEARS S 43°05'18" E 22.86 FT) & S 18°59'36" E 79.49 FT TO A PT ON A 176.00 FT RADIUS CURVE TO THE RIGHT; TH S'LY ALG THE ARC OF SD CURVE 66.05 FT (LC BEARS S 08°14'33" E 65.66 FT) & N 87°29'20" W 36.28 FT & S 46°51'41" W 36.36 FT & S 22°56'53" W 51.90 FT TO THE POB. THE STATE PLANE BEARING ALONG THE 1/4 SEC LINE IS S 00°27'40" W, (DAVIS COUNTY SURVEYOR) CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE. CONT. 2.39 ACRES

Exhibit "B"
(Grantee Property)

BEG AT A PT S 00°07'44" W 376.32 FT ALG THE 1/4 SEC LINE & S 89°25'00" E 1189.56 FT & N 32°34'47" W 185.53 FT FR THE CENTER 1/4 COR OF SEC 13-T3N-R1W, SLB&M; SD PT ALSO BEING ON THE E'LY R/W LINE OF THE PROPOSED LAGOON DRIVE; & RUN TH ALG SD R/W LINE THE FOLLOWING FOUR (4) COURSES: 1) N 32°34'47" W 133.30 FT TO A PT ON A TANGENT 367.00 FT RADIUS CURVE TO THE RIGHT; 2) NW'LY ALG SD CURVE 126.27 FT THROUGH A CENTRAL ANGLE OF 19°42'48", CHORD BEARING N 22°43'23" W 125.65 FT; 3) N 12°51'59" W 176.26 FT TO A PT ON A TANGENT 233.00 FT RADIUS CURVE TO THE LEFT; 4) NW'LY ALG SD CURVE 220.35 FT THROUGH A CENTRAL ANGLE OF 54°11'08", CHORD BEARING N 39°57'33" W 212.23 FT; TH N 22°56'53" E 51.90 FT; TH N 46°51'41" E 36.36 FT; TH S 87°29'30" E 36.28 FT TO A PT ON A NON-TANGENT 176.00 FT RADIUS CURVE TO THE LEFT; TH N'LY ALG SD CURVE 66.05 FT THROUGH A CENTRAL ANGLE OF 21°30'07", CHORD BEARING N 08°14'33" W 65.66 FT; TH N 18°59'36" W 79.49 FT TO A PT ON A TANGENT 28.00 FT RADIUS CURVE TO THE LEFT; TH NW'LY ALG SD CURVE 23.55 FT THROUGH A CENTRAL ANGLE OF 48°11'23", CHORD BEARING N 43°05'18" W 22.86 FT TO A PT ON A REVERSE 50.00 FT RADIUS CURVE TO THE RIGHT; TH N'LY ALG SD CURVE 136.56 FT THROUGH A CENTRAL ANGLE OF 156°29'04", CHORD BEARING N 11°03'33" E 97.90 FT TO AN OLD FENCE; TH ALG SD FENCE FOR THE FOLLOWING THREE (3) COURSES: 1) N 89°18'04" E 22.84 FT; 2) N 87°18'01" E 55.40 FT; 3) N 88°46'58" E 55.45 FT BEING ON THE S'LY LINE OF THE PPTY CONV TO RODNEY & PATRICIA HESS, AS DESC IN A QC DEED RECORDED AS E# 2309315; TH S 07°08'30" E 199.96 FT; TH S 40°20'23" E 113.30 FT; TH S 00°00'00" E 76.72 FT; TH S 88°58'40" E 336.68 FT TO THE W'LY R/W LINE OF MAIN STR (STATE ROAD NO. 106); TH S 33°47'27" E 202.89 FT ALG SD W'LY LINE TO A PT OF CURVATURE WITH A TANGENT 3404.87 FT RADIUS CURVE TO THE RIGHT; TH SE'LY 42.11 FT ALG SD CURVE & W'LY LINE THROUGH A CENTRAL ANGLE OF 00°42'31", CHORD BEARS S 33°26'12" E 42.11 FT TO THE N LINE OF THAT PPTY CONV TO MARK & MARILEE CAHOON IN A WARRANTY DEED RECORDED AS E# 2917878; TH N 88°37'15" W 138.88 FT ALG SD N LINE OF SD PARCEL TO A COR; TH S 01°22'45" W 114.90 FT ALG THE W LINE OF SD PARCEL TO A COR; TH S 89°24'00" E 212.57 FT ALG THE S LINE OF SD PARCEL TO THE W'LY R/W LINE OF MAIN STR (STATE ROAD NO. 106) & TO A PT OF CURVATURE WITH A NON-TANGENT 3404.87 FT RADIUS CURVE TO THE RIGHT; TH SE'LY 99.72 FT ALG SD CURVE & W'LY LINE THROUGH A CENTRAL ANGLE OF 01°40'41", CHORD BEARS S 29°59'13" E 99.72 FT; TH N 89°21'57" W 111.86 FT; TH S 00°36'03" W 93.95 FT TO THE N LINE OF THE WOOD PARCEL AS DESC IN EXHIBIT "E" OF A BNDRY LINE AGMT RECORDED AS E# 3008055; TH ALG THE WOOD LINE N 89°21'57" W 418.43 FT (418.38 FT BY RECORD) TO A COR OF SD WOOD PPTY; TH S 57°25'13" W 58.22 FT TO SD E'LY R/W LINE OF THE PROPOSED LAGOON DRIVE & TO THE POB. THE STATE PLANE BEARING ALG THE 1/4 SEC LINE IS S 00°27'40" W (DAVIS COUNTY SURVEYOR) CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE. CONT. 7.805 ACRES

Exhibit "C"
(Easement Area)

SLOPE EASEMENT DESCRIPTION

A 10.0-FOOT-WIDE EASEMENT IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWEST CORNER OF THE PROPOSED ROSE PLANNED RESIDENTIAL UNIT DEVELOPMENT, SAID POINT IS NORTH 89°07'41" EAST 829.05 FEET ALONG THE QUARTER SECTION LINE AND NORTH 0°52'19" WEST 641.79 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 13, AND RUNNING THENCE ALONG THE LINES OF SAID PROPOSED RESIDENTIAL UNIT DEVELOPMENT THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 0°41'56" EAST 2.29 FEET TO A 287.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; 2) SOUTHERLY 14.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°55'38", CHORD BEARS SOUTH 2°09'45" EAST 14.66 FEET TO A 43.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; 3) SOUTHERLY 79.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 106°26'02", CHORD BEARS SOUTH 3°41'17" EAST 68.88 FEET TO A 35.00-FOOT RADIUS CURVE TO THE RIGHT; 4) SOUTHEASTERLY 24.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°42'54", CHORD BEARS SOUTH 37°02'50" EAST 23.78 FEET TO A POINT OF TANGENCY; 5) SOUTH 17°11'23" EAST 87.26 FEET TO A 347.00-FOOT RADIUS CURVE TO THE LEFT; 6) SOUTHEASTERLY 31.73 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°14'19", CHORD BEARS SOUTH 19°48'33" EAST 31.72 FEET; 7) SOUTH 46°51'41" WEST 10.67 FEET TO A 357.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 36.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°50'39", CHORD BEARS NORTH 20°06'43" WEST 36.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°11'23" WEST 87.26 FEET TO A 25.00-FOOT RADIUS CURVE TO THE LEFT; THENCE 17.33 FEET NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°42'54", CHORD BEARS NORTH 37°02'50" WEST 16.98 FEET TO A 53.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 93.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°51'54", CHORD BEARS NORTH 6°28'21" WEST 81.71 FEET TO A 297.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 10.46 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°01'01", CHORD BEARS NORTH 1°42'26" WEST 10.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 0°41'56" WEST 2.29 FEET TO THE NORTH LINE OF THE GRANTOR'S LAND; THENCE NORTH 89°18'04" EAST 10.00 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.