

Return To:  
Rosecrest Communities, LLC  
10421 S Jordan Gateway Blvd #200  
South Jordan, UT 84095

**SIGN AND SLOPE EASEMENT**

APN: 33-08-301-007

**SIGN AND SLOPE EASEMENT** made this 29th day of January 2019, by ROSECREST COMMUNITIES, LLC, a Utah limited liability company, 6900 S. 900 W., Suite 230, Midvale, Utah 84047 (hereinafter "Grantor") and ELIZABETH ACADEMY, a Utah non-profit corporation, 2870 South Connor Street, Salt Lake City, Utah 84109 (hereinafter "Grantee"):

WHEREAS, Grantor is the owner of certain real property located in the Herriman, Utah area, including the parcel described hereafter on Exhibit "A", attached hereto and incorporated herein (the "Easement Property"):

WHEREAS, Grantor wishes to grant to Grantee an exclusive, perpetual easement on the Easement Property for the purpose of the construction, installation, maintenance and repair of a sign (which may be used for commercial, office, educational or other purposes) and the associated maintenance and preparation of slope area of the Easement Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties and consideration, the receipt and sufficiency of which is acknowledged by Grantor,

**IT IS AGREED AS FOLLOWS:**

1. Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns, an exclusive perpetual easement on the Easement Property for the express purpose of the location, construction, installation, maintenance and repair of an outdoor sign or advertising structure or structures and all necessary or desirable appurtenances on, over and upon the following described Easement Property.

2. The easement granted herein shall consist of an exclusive perpetual servitude of use that runs with the land and shall include the right, subject to federal, state or local law, to construct, service, maintain, improve, repair and modify the sign (which may be as large as applicable state and local rules and regulations allow) to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, replace, or rebuild any outdoor advertising structure on the Easement Property. This right shall include but not be limited to a right of ingress and egress, a right to install, repair, replace and maintain underground and/or above ground electrical service to the sign, a right to maintain telecommunication devices as it pertains to the advertising structure only and a right of view, prohibiting vegetation or other improvements on the Easement Property described herein that would obstruct the view of the advertising structure from the adjoining Mountain View Corridor / Highway. Grantor agrees that Grantee may trim any or all trees and vegetation in or on the Easement Property as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the structure. Grantee, its successors and assigns, hereby hold Grantor, its successors and assigns, free and harmless from any damages or

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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROSECREST COMMUNITIES  
10421 S JORDAN GATEWAY BLVD  
#200  
SOUTH JORDAN UT 84095  
BY: NPA, DEPUTY - WI 4 P.

injuries to any person or property caused by Grantee's construction, installation, maintenance or repair activities on the Easement Property.

3. Grantor warrants, subject to any existing federal, state or local law, that it is the sole record owner of the Easement Property, that the Easement Property is not subject to any mortgages or liens, that such Easement Property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this easement and to grant, sell and convey the rights set forth herein to Grantee.

4. Grantee is subject to Herriman City's, or any other governmental entity with authority over the rules and regulations for the approval of a sign under any applicable Commercial Sign Ordinances. The Grantee must comply with all applicable building requirements according to Herriman City, or any other applicable governmental entity.

5. Grantee agrees to keep its sign maintained and in good repair, clean and free from any graffiti or other damage which may occur. Grantee further agrees to make any necessary repairs within thirty (30) days of the time Grantee is informed of any such damage.

6. This easement shall be deemed to run with the land and shall bind the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Sign and Slope Easement on the day and year first above provided.

"Grantor"

ROSECREST COMMUNITIES, LLC,  
a Utah limited liability company

By: RE Management, LLC  
Its: Manager

By: [Signature]  
Its: Manager

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF SALT LAKE )

On the 29 day of January, 2019, personally appeared before me GIVEN TAYLOR, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same by and on behalf of Rosecrest Communities, LLC, a Utah limited liability company.



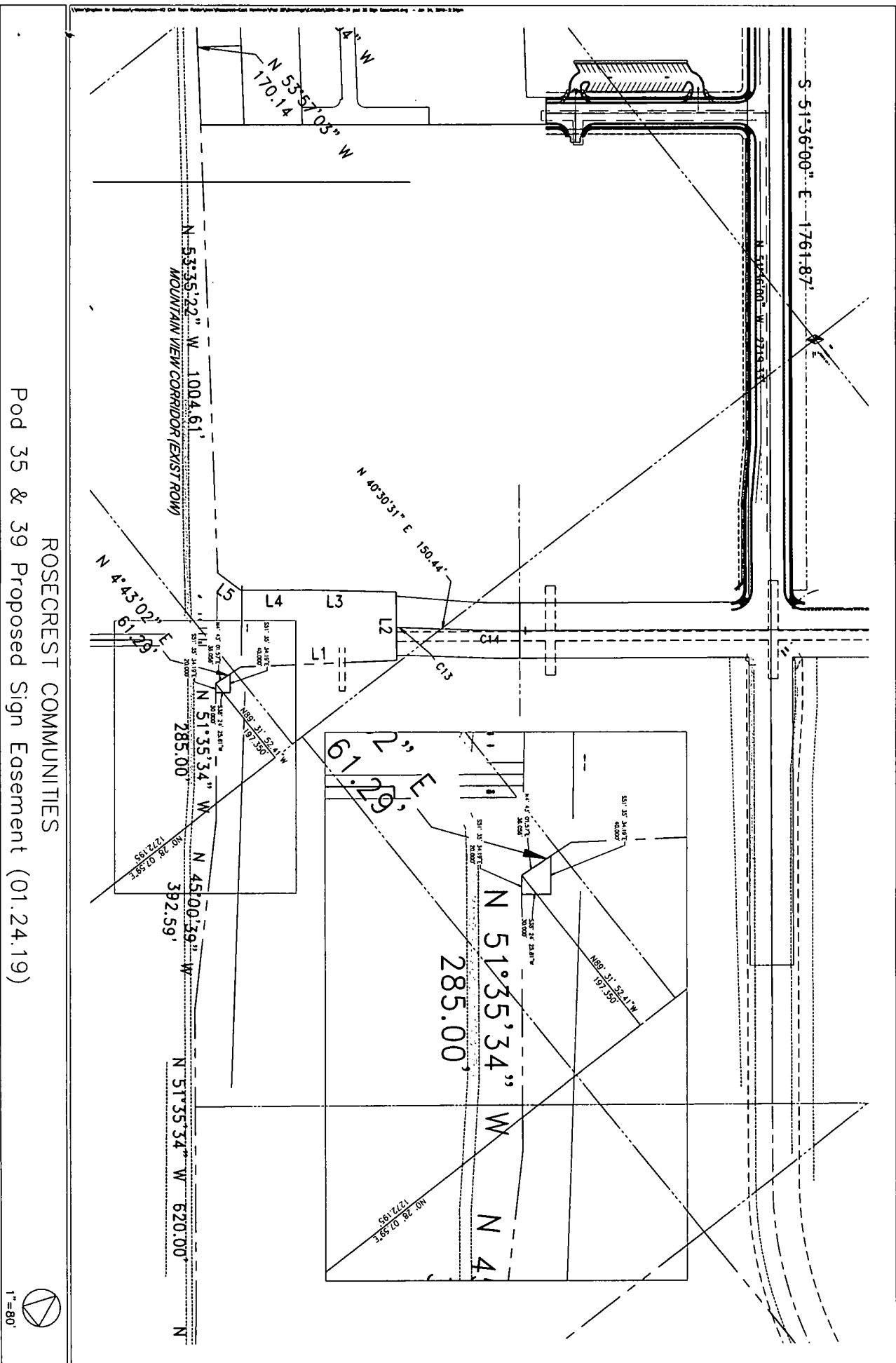
[Signature]  
NOTARY PUBLIC

## **EXHIBIT "A"**

### **Signage Easement (1/24/19)**

An easement located in the Southeast Quarter of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west property line of Lot G in the South Herriman plat, a subdivision recorded May 7, 2013 as Entry No. 11635733 in Book 2013P Page 77 of the Salt Lake County records, said point being North 0°28'07.59" East 1,272.195 feet from the Southwest Corner of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, along the west line of said Section 8 and North 89° 31' 52.41" West 197.35 feet, thence North 4°43'01.57" East 36.056 feet, thence South 51°35'34.19" East 40.00 feet, thence South 38° 24' 25.81" West 30.00 feet, thence North 51°35'34.19" West 20.00 feet. Said parcel contains 900 square feet or 0.0206 acres, more or less.



ROSECREST COMMUNITIES  
 Pod 35 & 39 Proposed Sign Easement (01.24.19)

