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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

When recorded, return to:

Paxton R. Guymon, Esq.
York Howell & Guymon
10610 South Jordan Gateway, Suite 200
South Jordan, Utah 84095

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22-18-177-005

LANDSCAPING MAINTENANCE AGREEMENT AND EASEMENTS

This Landscaping Maintenance Agreement and Easements ("**Agreement**") is made and entered into as of this 30 day of July, 2021, by and between the undersigned property owners (collectively "**Owners**"), Monterey Properties, LLC, a Utah limited liability company ("**Developer**"), and the Bamburgh Place Owners Association, Inc., a Utah nonprofit corporation (the "**HOA**"), on the other hand. The Owners and the HOA are collectively referred to as the "**Parties**."

RECITALS

A. Developer has obtained zoning and subdivision approvals from Murray City to develop and subdivide the Bamburgh Place Subdivision (the "**Subdivision**"), which is comprised of seven (7) residential lots located at approximately 344 East 5600 South, Murray City, Utah. A map depicting the general layout of the Subdivision is attached hereto as Exhibit "A" and a legal description of the Subdivision is attached hereto as Exhibit "C".

B. The HOA is the home owners association of the Subdivision. Each owner of a residential lot in the Subdivision is a member of the HOA.

C. The Owners hold title to the parcel designated on the attached map as the "Storm Drain Parcel" (the "**Storm Drain Parcel**"), which is located on the east side of the public road running through the middle of the Subdivision. The legal description of the Storm Drain Parcel is set forth in Exhibit "B" hereto, and is incorporated herein by this reference.

D. Murray City requires Developer to construct and install certain underground stormwater facilities (the "**Stormwater Facilities**") within the Storm Drain Parcel as part of the development of the Subdivision.

E. The Owners have agreed to grant a perpetual easement over the Storm Drain Parcel to allow for the construction and installation of the Stormwater Facilities, and in favor of the HOA, in accordance with the terms and provisions of this Agreement. The Owners have also agreed to grant and dedicate a 10-foot public utility easement over the western area of the Storm Drain Parcel as described in Section 7 below. The legal description of the 10-foot public utility easement is set forth in Exhibit "D" hereto.

F. The HOA has agreed to reimburse the Owners for the HOA's pro-rata share of watering, landscaping and maintaining the Storm Drain Parcel, in accordance with the terms and provisions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above-stated Recitals and other good and valuable consideration, including the mutual covenants and conditions of this Agreement, the undersigned Parties covenant and agree as follows:

1. Recitals. The above Recitals are incorporated into and made a part of this Agreement.
2. Easements. The Owners hereby grant and convey to Developer a permanent easement over, through, and under the Storm Drain Parcel (described in Exhibit B hereto) for the construction and installation of the underground Stormwater Facilities required by Murray City for the Subdivision. The Owners also hereby grant and convey to the HOA a perpetual easement over, through, and under the Storm Drain Parcel for the use and enjoyment of the HOA and its members as open space and to access, inspect, maintain, clean-out, and service the underground Stormwater Facilities. The Owners reserve for themselves and their contractor(s) and property manager(s) the right to enter upon the Storm Drain Parcel to perform the lawn-mowing and landscaping maintenance services described below. Developer, at its sole cost and expense, is responsible to design, construct, and install the Stormwater Facilities within the Storm Drain Parcel, and to install the lawn and landscaping features on the surface of the Storm Drain Parcel in connection with Developer's development and improvement of the Subdivision.
3. Landscaping Maintenance. The Owners shall maintain the surface lawn and landscaping of the Storm Drain Parcel in reasonably good condition and repair. The Owners own the land adjacent to the east side of the Subdivision, which land has its own lawn, landscaping features and related improvements. The Owners shall arrange for the contractor(s) or landscaping maintenance personnel who provide regular lawnmowing and landscaping maintenance services for the rest of the Owners' land to provide the same level of lawnmowing and landscaping maintenance services for the Storm Drain Parcel. This covenant shall run with the land of the Owners' property.
4. Payments. The HOA shall make regular monthly payments to the Owners or their designated property manager for the HOA's proportionate share of the costs of (i) watering the Storm Drain Parcel, and (ii) the lawnmowing and maintenance services provided for the Storm Drain Parcel. The HOA's proportionate share shall be determined by dividing the square footage of the Storm Drain Parcel by the square footage of all areas of the Owners' land that receives the lawnmowing or landscaping services. The resulting percentage is the HOA's proportionate share. The annual amount of the HOA's proportionate share of such lawnmowing/landscaping costs and expenses shall be divided into twelve (12) equal monthly payments to be made each month by the HOA on or before the 10th day of each month. If the HOA fails to timely pay any such monthly installments by the 10th day of each month, the HOA shall pay a \$50.00 late fee and interest shall accrue at the rate of 15% per annum until the delinquent amount is paid in full. In the event of collection efforts to collect or recover the amounts due from the HOA, the prevailing party shall be entitled to an award of reasonable attorney fees.
5. Indemnification from Developer. Developer shall indemnify and hold the Owners harmless from and against all claims, costs, expenses, liens, liabilities, injuries and damages arising out of or relating to (i) the design, construction, and installation of the underground Stormwater Facilities on the Storm Drain Parcel, (ii) the design and installation of the lawn and landscaping features on the surface of the Storm Drain Parcel, and (iii) the development and construction of all improvements of the Subdivision.

6. Indemnification from the HOA. The HOA shall indemnify and hold the Owners harmless from and against all claims, costs, expenses, liens, liabilities, injuries and damages arising out of or relating to (i) the use of the Storm Drain Parcel by the HOA and its members, guests and invitees, and (ii) the access, use, inspection, maintenance and service of the Storm Drain Parcel and the Stormwater Facilities by the HOA and its contractors.

7. Public Utility Easement. The Owners also hereby grant and dedicate to the public and all utility service providers a perpetual ten (10) foot public utility easement (PUE) along the western boundary of the Storm Drain Parcel running adjacent to and parallel with the eastern side of the public road in the Subdivision (Bamburgh View Circle) (the "PUE"). The legal description of the PUE is set forth in Exhibit "D" hereto.

8. Obligations Run With The Land; Recording. The rights and obligations of this Agreement are binding upon and inure to the benefit of the Subdivision and the Storm Drain Parcel. This Agreement shall be recorded against the Storm Drain Parcel and the Subdivision.

9. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. Each such counterpart shall be deemed an original, and all such counterparts shall constitute one agreement.

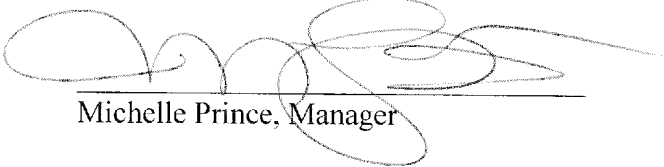
10. Authority. Each person signing this Agreement represents and warrants that he/she has been duly authorized to execute this Agreement on behalf of the entity indicated below, and to bind said entity to the provisions of this Agreement.

11. Further Acts. In addition to the acts recited herein and contemplated to be performed, executed, and delivered by the parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, documents, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby and to fulfill the objectives and obligations set forth in this Agreement.

DATED this 30 day of July, 2021.

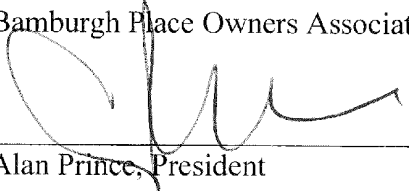
DEVELOPER:

Monterey Properties, LLC


Michelle Prince, Manager

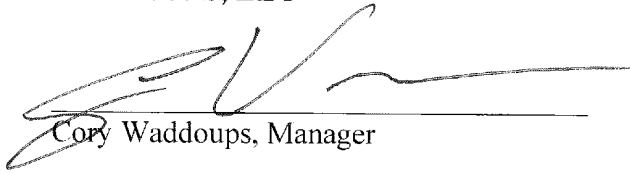
HOA:

Bamburgh Place Owners Association, Inc.



Alan Prince, President

OWNERS:

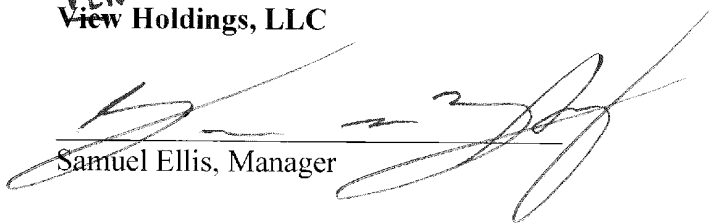
1134 E 500 S, LLC


Cory Waddoups, Manager

Porter Real Property, LLC


Dawn Porter, Manager

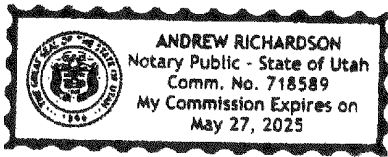
**VIEW
View Holdings, LLC**


Samuel Ellis, Manager

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21 day of July, 2021, by Michelle Prince, as Manager of Monterey Properties, LLC (“Developer”).

SEAL:

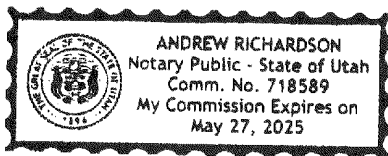



Notary Public

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21 day of July, 2021, by Alan Prince, as President of the Bamburgh Place Owners Association, Inc. (the “HOA”).


SEAL:

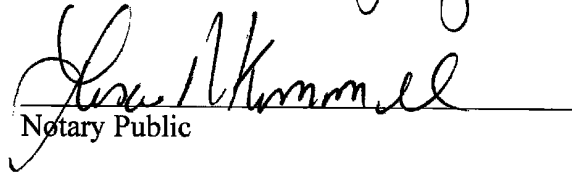



Notary Public

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

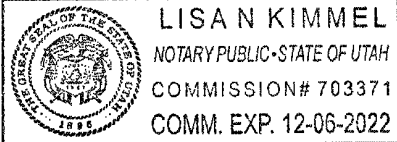
The foregoing instrument was acknowledged before me this 30 day of July, 2021,
by Cory Waddoups, as Manager of 1134 E 500 S, LLC.

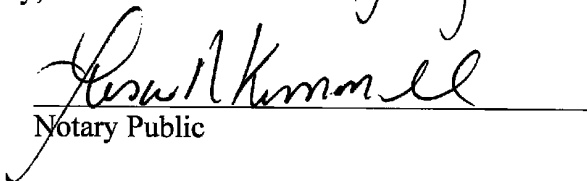
SEAL:  LISA N KIMMEL
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 703371
COMM. EXP. 12-06-2022


Notary Public

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

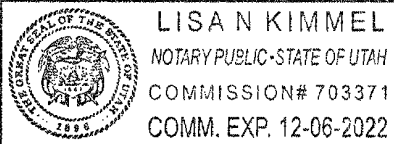
The foregoing instrument was acknowledged before me this 30 day of July, 2021,
by Dawn Porter, as Manager of Porter Real Property, LLC.

SEAL:  LISA N KIMMEL
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 703371
COMM. EXP. 12-06-2022


Notary Public

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3 day of August, 2021,
by Samuel Ellis, as Manager of ~~View~~ **VIEW** Holdings, LLC.

SEAL:  LISA N KIMMEL
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 703371
COMM. EXP. 12-06-2022

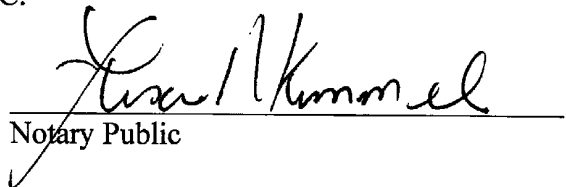
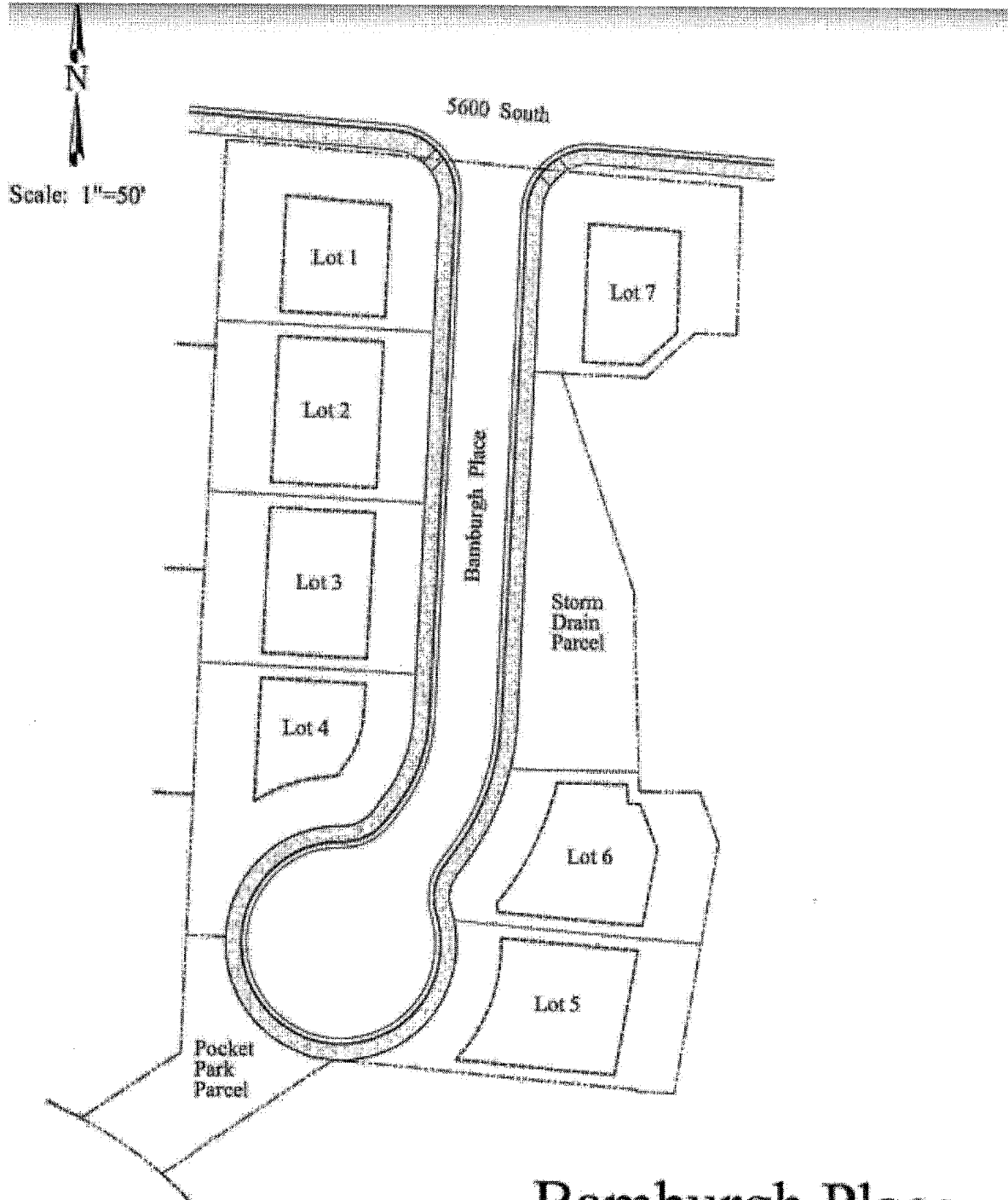

Notary Public

EXHIBIT "A"

Map Depicting Subdivision



Bamburgh Place
Murray, Utah

EXHIBIT "B"

Legal Description of Storm Drain Parcel

The Storm Drain Parcel is located in Salt Lake County (Murray City), State of Utah, and is described as follows:

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 85°24'50" WEST BETWEEN THE PI MONUMENTS ALONG 5600 SOUTH AT APPROXIMATELY 420 EAST AND STATE STREET, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 65°10'19" WEST 2794.48 FEET TO THE MONUMENT AT THE CENTERLINE OF 5600 SOUTH STREET AT APPROXIMATELY 420 EAST NORTH 85°24'50" WEST ALONG THE CENTERLINE OF 5600 SOUTH STREET A DISTANCE OF 277.91 FEET AND SOUTH 04°35'10" WEST 113.74 FEET FROM THE WITNESS CORNER FOR THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 19°09'50" EAST 92.73 FEET; THENCE SOUTH 01°47'16" EAST 72.24 FEET; THENCE NORTH 89°03'18" WEST 52.93 FEET TO THE POINT OF A 101.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 19.15 FEET THROUGH A CENTRAL ANGLE OF 10°51'54" (CHORD BEARS NORTH 07°57'57" EAST 19.12 FEET); THENCE NORTH 02°32'00" EAST 140.63 FEET; THENCE SOUTH 87°28'00" EAST 11.38 FEET; TO THE POINT OF BEGINNING.

CONTAINING 5,990 SQUARE FEET OR 0.138 ACRES, MORE OR LESS.

EXHIBIT "C"

Legal Description of Subdivision

The Subdivision is located in Salt Lake County and is described as follows:

Lots 1 through 7 of the Bamburgh Place Subdivision, according to the official plat thereof on file and of record with the Salt Lake County Recorder's Office.

EXHIBIT "D"

Legal Description of 10-foot Public Utility Easement

A 10.00-FOOT-WIDE PUBLIC UTILITY EASEMENT BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 85°24'50" WEST BETWEEN THE PI MONUMENTS ALONG 5600 SOUTH AT APPROXIMATELY 420 EAST AND STATE STREET, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 65°10'19" WEST 2794.48 FEET TO THE MONUMENT AT THE CENTERLINE OF 5600 SOUTH STREET AT APPROXIMATELY 420 EAST AND NORTH 85°24'50" WEST ALONG THE CENTERLINE OF 5600 SOUTH STREET A DISTANCE OF 293.37 FEET AND SOUTH 02°32'00" WEST 114.22 FEET FROM THE WITNESS CORNER FOR THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING AT THE SOUTHWEST CORNER OF LOT 7, BAMBURGH PLACE SUBDIVISION (NOT YET RECORDED), AND RUNNING THENCE SOUTH 87°28'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 7 A DISTANCE OF 10.00 FEET; THENCE PARALLEL WITH AND PERPENDICULARLY DISTANT TO THE EAST RIGHT-OF-WAY LINE OF BAMBURGH VIEW CIRCLE AS SHOWN IN SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, 1) SOUTH 02°32'00" WEST 140.63 FEET TO THE POINT OF A 111.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, 2) ALONG SAID CURVE A DISTANCE OF 18.85 FEET THROUGH A CENTRAL ANGLE OF 09°43'39" (CHORD BEARS SOUTH 07°23'49" WEST 18.82 FEET) TO THE NORTH LINE OF LOT 6 OF SAID SUBDIVISION; THENCE NORTH 89°03'18" WEST ALONG SAID NORTH LINE A DISTANCE OF 10.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAMBURGH VIEW CIRCLE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES, ALONG A 101.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 19.15 FEET THROUGH A CENTRAL ANGLE OF 10°51'54" (CHORD BEARS NORTH 07°57'57" EAST 19.12 FEET), 2) NORTH 02°32'00" EAST 140.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,596 SQUARE FEET OR 0.037 ACRES, MORE OR LESS.

A map depicting the general location of the above-described Public Utility Easement is shown on the following page:

Map Depicting Location of 10-Foot PUE

