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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: DOROTHY SINFIELD, DEPUTY

5109307

RECORDING REQUESTED BY )  
DUCHESNE RIDGE TOWNHOUSES, L.P. )  
AND WHEN RECORDED MAIL TO: )  
 )  
 )  
c/o Dennis K. Poole )  
Poole & Voros, P.C. )  
Prowswood Plaza, Suite 210 )  
4885 South 900 East )  
Salt Lake City, Utah 84117 )

DECLARATION OF COVENANTS AND  
MUTUAL EASEMENTS

THIS DECLARATION OF COVENANTS AND MUTUAL EASEMENTS (hereafter "Declaration") is made on the \_\_\_\_\_ day of July, 1991 by DUCHESNE RIDGE TOWNHOUSES, L.P., a Georgia Limited Partnership (hereinafter referred to as "Duchesne") and COTTONWOOD HILLS CONDOMINIUMS, a condominium project (herein referred to as the "Cottonwood").

RECITALS:

- A. Duchesne is the owner of certain real property located in Sandy City, Salt Lake County, State of Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as "Property A").
- B. Cottonwood is located upon that certain real property located in Sandy City, Salt Lake County, State of Utah, as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (herein referred to as "Property B").
- C. Property A is adjacent to Property B.
- D. Duchesne desires to construct an apartment community upon Property A and the parties desire that access to and from both properties from 1300 East Street occur at a common entrance.
- E. Cottonwood also has existing sewer lines which traverse Property A.

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F. The parties also wish to provide for mutual easements for storm sewer and emergency access, all in accordance with the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the parties hereby consent and agree as follows:

## ARTICLE 1

### DEFINITIONS

In addition to the terms defined in the Recitals to this Declaration, the following terms, when capitalized herein, shall have the meanings set forth below, unless the context otherwise requires:

1.01. Complex: The term "Complex" shall mean the two parcels of real property described in the Recitals to this Declaration, together with all buildings, improvements and other facilities now or hereafter located or constructed thereon.

1.02. Complex Entrance: The term "Complex Entrance" shall mean the parcel of real property described on Exhibit "C" attached hereto and incorporated herein by reference, together with any improvements constructed or located thereon, which parcel is owned in part by Duchesne and in part by Cottonwood.

1.03. Owner: The term "Owner" shall mean collectively those persons or entities who from time to time are: (i) the Cottonwood Hills Condominium Owners Association, by and through its management committee; or (ii) who are the owners of Property A, or portions thereof; provided, however, in the event that Property A, or portions thereof, are converted to condominiums, the Owners Association, and not separate owners, shall be considered an Owner as specified herein. An individual condominium owner is not an Owner, but all condominium owners, acting through their management committee are considered one Owner.

1.04. Real Property: The term "Real Property" shall mean real property owned by an Owner and as of the date hereof consist of Property A and Property B.

1.05. Tenant: The term "Tenant" shall mean any person or entity from time to time entitled by lease, sublease, rental agreement or other contractual relationship to occupy a condominium or apartment unit in the Complex.

1.06. Permitted Users: The term "Permitted Users" shall mean (1) Owners and their respective employees, agents, guests and

invitees of the Owners, (2) owners of condominium units within the Complex and their respective guests and invitees, (3) Tenants, and (4) guests and invitees of Tenants, but only to the extent the Tenants are permitted under the terms hereof and of their leases or rental agreements to make the benefits of any of their rights and privileges hereunder available to such guests and invitees.

1.07. Mortgage: The term "Mortgage" shall mean and include a Mortgage or deed of trust that encumbers a Real Property or a portion thereof or interest therein, excluding, however a condominium unit.

1.08. Mortgagee: The term "Mortgagee" shall mean the holder of a Mortgage.

1.09. Utility Lines: The term "Utility Lines" shall mean sanitary sewers, storm drains, catch basins, etc. for which easements are granted in accordance with the provisions of Section 3.02 hereinbelow.

## ARTICLE 2

### STATEMENT OF INTENT

2.01. Intent. It is the intent of this Declaration to provide for the operation and use of the Complex Entrance, to provide for and define the Owners' responsibilities with respect to certain Utility Lines and to grant mutual easements for access for emergency vehicles and for Utility Lines.

## ARTICLE 3

### EASEMENTS, RIGHTS & PRIVILEGES

3.01. Complex Entrance Easements. Duchesne hereby grants, conveys and transfers to Cottonwood, for the benefit of Property B, and Cottonwood hereby grants, conveys and transfers to Duchesne for the benefit of Property A, a non-exclusive right, privilege and easement to use, and to permit their respective Owners, Tenants and Permitted Users to use, in common with all other Owners and Tenants and their Permitted Users, the Complex Entrance, including but not limited to all entrance and access roads and driveways located thereon for the purpose of pedestrian and vehicular passage, on, over and across such Complex Entrance for ingress to and egress from the Complex, subject, however, to the following:

(a) The Owners may jointly establish such reasonable nondiscriminatory rules and regulations as may from time to time

be deemed necessary or desirable for the proper and efficient operation of the Complex Entrance, provided such rules and regulations are applicable to all Owners, Tenants and Permitted Users of the Complex, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations;

(b) No Owner may levy any charge for the use of the Complex Entrance;

(c) Each Owner will separately maintain, at its sole cost and expense, the improvements constructed upon the real property owned by it and comprising the Complex Entrance, with the exception that Duchesne shall be solely responsible for the construction of a roadway island separating lanes of traffic for ingress and egress to the Complex and Cottonwood shall thereafter maintain such island at its sole expense. Each Owner covenants and agrees that it shall not have the right, without obtaining the prior written consent or approval of the other Owners, which shall not be unreasonably withheld, to make changes, modifications or alterations to any improvements upon its property which is part of the Complex Entrance.

(d) The easements, rights and privileges created in this Section 3.01 are not intended, and shall not be construed, as a dedication of any portion of the Complex Entrance for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication.

3.02. Utility Easements. Duchesne hereby grants to Cottonwood the following, non-exclusive easements for the benefit of Property A:

(i) a permanent non-exclusive easement for the purpose of installing, maintaining, repairing and replacing an underground sanitary sewer line under the surface of that certain real property described on Exhibit "D" attached hereto and incorporated herein.

(ii) a temporary non-exclusive easement for the purpose of maintaining, repairing and replacing an underground sanitary sewer line under the surface of the ground, as such sewer line is presently installed. Such temporary non-exclusive easement shall be deemed abandoned upon removal of the sanitary sewer line and relocation of the same within the boundaries of the easement designated in Section 3.02 (a) above, by Duchesne. Duchesne and Cottonwood shall execute an acknowledgement (in recordable form) of the termination of this easement at such time as the relocation has occurred.

(iii) a permanent non-exclusive easement for the purpose of discharging storm waters from Property B to a storm water detention basin to be constructed by Duchesne, at its sole cost and expense, for the benefit of Property A and Property B, which basin will be located upon real property described on Exhibit "E" attached hereto and incorporated herein; provided that Cottonwood shall be responsible for the cost of installation of two catch basins and the storm line within the boundaries of the real property described in Exhibit "E" above. Duchesne shall be solely responsible for the maintenance and repair of the detention basins and after initial installation the storm drain lines and catch basins located in the detention basins as designated herein.

The easements granted in (i), (ii), and (iii) herein are subject however to the following:

(a) Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

(b) The Owner through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish, any utility services to the property which such Utility Lines serve.

(c) Except as otherwise specified herein, the cost of installing, maintaining and repairing any such Utility Lines shall be paid by the Owner or Owners of the property served by such Utility Lines, and, if there be more than one property so served, such costs shall be shared among the Owners of the respective properties so served as such Owners shall agree or if no agreement can be reached, in the ratio of the total number of condominium and/or apartment units located upon and part of each property as to the total of all properties.

(d) Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Owners, Tenants and condominium owners, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately cause the improvements, including landscaping to be restored to its former condition.

(e) Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and

implement the provisions of this Section 3.02.

3.03. Emergency Access Easements. Duchesne hereby grants, conveys and transfers to Cottonwood, for the benefit of Property B, and Cottonwood hereby grants, conveys and transfers to Duchesne for the benefit of Property A, a non-exclusive right, privilege and easement for ingress and egress to and from each Real Property for such Owners and emergency vehicle operators, for emergency purposes only, and at specially constructed and designated locations within the Complex as required by Sandy City and as approved by the parties hereto. All such designated access areas shall be constructed by Duchesne, at its sole cost, in accordance with the requirements of Sandy City and the agreement of the parties hereto.

#### ARTICLE 4

##### MAINTENANCE OF COMMON FACILITIES

4.01. Maintenance Responsibilities. Throughout the term of this Declaration, each Owner of Real Property shall be responsible for maintaining the Utility Lines owned by such Owner, regardless of location, and that portion of the Complex Entrance located on such Owner's Real Property, except that Cottonwood shall be solely responsible for maintaining the island separating traffic lanes in the Complex Entrance. The Utility Lines and Complex Entrance shall be maintained in good repair and in a safe and sound condition, clean and free of rubbish, debris, snow and other hazards. The obligation to so maintain the Utility Lines and Complex Entrance or portions thereof shall include, but not be limited to, the following:

(a) Maintenance of the surface of all roadways, driveways, sidewalks, walkways and other improvements in a clean and safe condition, including the paving, repairing or surfacing and resurfacing, painting or repainting of such areas when necessary with materials in quality, appearance and durability equal to the original materials; the removal of snow, debris and waste materials and the washing or sweeping of paved areas as required;

(b) Cleaning, maintenance and relamping of any lighting standards except such fixtures as may be the property of any utility or governmental body;

(c) Performance of necessary maintenance of all landscaping associated with the Complex Entrance, including the trimming, watering and fertilization of all grass, ground cover, shrubs and trees, removal of dead or waste material and replacement of any dead or diseased grass, ground cover, shrubs or trees; and

(d) Maintenance and repair of all pipelines, catch basins and other Utility Lines and when necessary the replacement of the same with materials of equal or better quality and function.

4.02. Right to Perform. In the event any Owner fails to discharge any of its maintenance obligations under Section 5.01 hereof within a reasonable time after receiving written notice thereof from any other Owner, any Owner or Owners shall have the right to perform such maintenance obligations and charge the cost thereof to the persons responsible for the payment thereof. The responsible Owner shall then remit the amount advanced by the other Owner or Owners within ten days of demand.

## ARTICLE 5

### DAMAGE OR DESTRUCTION

5.01. Obligations to Rebuild. In the event of damage to or destruction of the Complex Entrance or the utility improvements identified in this Declaration from any cause whatsoever, the Owner thereof, unless otherwise agreed to by the other Owners in writing, shall repair, rebuild and restore the same, in accordance with Section 6.01 hereof, to substantially the same condition and quality existing prior to such damage and destruction. Such repair, rebuilding and restoration shall be performed promptly and diligently in a workmanlike manner and, once commenced, shall be carried through continuously to conclusion, subject only to unavoidable delays.

## ARTICLE 6

### ENFORCEMENT

6.01. Enforcement. Any Owner shall have the right to enforce each and every provision of this Declaration and to proceed, at law or in equity, against any person or persons who have violated or are attempting to violate any provision hereof, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

6.02. Attorneys' Fees. In any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration, or any provision thereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as is fixed by the court in such proceedings.

6.03. Cumulative Remedies - Waiver. All remedies provided herein or at law or in equity shall be cumulative and non-ex-

clusive. The failure of any party entitled under the provisions hereof to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver of the right to enforce any other provision hereof.

## ARTICLE 7

### TERM - MODIFICATION

7.01. Term. This Declaration and all easements, rights, restrictions, covenants and obligations contained herein shall run in perpetuity, unless terminated pursuant to the provisions of Section 7.02 hereof.

7.02. Termination or Modification. This Declaration may be amended, modified or terminated by the recordation, in the Office of the Recorder of Salt Lake County, Utah, of a written instrument signed by the Owners and the Mortgagees of all properties, provided however, that nothing herein shall require the consent or signature of a Mortgagee of individual condominium units.

7.03. Effect of Termination. Upon termination of this Declaration, all rights and privileges derived from, and all duties and obligations created and imposed by the terms of, this Declaration shall terminate and thereafter cease to exist except that:

(a) Any utility easement created and fixed pursuant to Section 3.02 hereof shall not terminate;

(b) The easements and rights for ingress, egress and passage created in Section 3.01 hereof shall not terminate.

(c) Such termination shall not limit or affect any remedy at law, or in equity, or under this Declaration, of any party against any other party with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

## ARTICLE 8

### MISCELLANEOUS

8.01. Mortgagees. Any Mortgage affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Declaration, and upon foreclosure of or sale under the power of sale contained in any such Mortgage, the purchaser shall acquire title to the property subject to all of the terms of this Declaration. Upon the request of any Owner, all other Owners and their Mortgagees (excluding Mortgagees of individual condominium



units) shall agree to reasonable modifications to this Declaration to meet the requirements of an institutional lender who demands such modifications as a condition precedent to the granting of a loan and the placing of the Mortgage upon the requesting Owner's property, provided such modification does not materially adversely affect the rights of any other Owner or Mortgagee under this Declaration.

8.02. Covenants Running with the Land. The easements, rights, restrictions, covenants and obligations contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of each successive Owner of a property within the Complex, and the same shall constitute a general plan for the use, development and protection of the Complex.

8.03. Taxes. Each Owner shall be responsible for all real estate taxes, assessments and other charges that may be levied, assessed or charged against its Phase and any improvements, including any Common Facilities, located thereon.

8.04. No Joint Venture. Nothing contained in this Declaration shall be construed to make the Owners of the Complex partners or joint venturers or to render any Owner liable for the debts or obligations of any other Owner.

8.05. Third Parties. This Declaration is for the exclusive benefit of the Owners of the Complex and the Permitted Users and not for any other persons. Nothing contained in this Declaration, express or implied, is intended to confer upon any person, other than Owners, any rights or remedies under or by this Agreement.

8.06. Severability. If any provision, or a portion thereof, of this Declaration, or the application thereof to any person, entity or circumstances shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration or the application of such provision or portion thereof to any other persons, entities or circumstances shall not be affected thereby; the remainder of this Declaration shall be given effect as if such invalid or such inoperative portion had not been included; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.07. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8.08. Notices. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to each Owner at the address given by such Owner to the other Owners

from time to time. Any Owner may, at any time, change his address for the above purposes by mailing a notice to the other Owners in the manner provided above.

8.09. Headings. The Article and Section headings contained herein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement, and such headings shall not be considered in any construction or interpretation of this Declaration or any part thereof.

8.10. Estoppel Certificates. Within fifteen (15) days after written request by any Owner, the other Owners shall deliver to any proposed Mortgagee or purchaser of the requesting Owner's property, a certificate stating that this Declaration is in full force and effect, and identifying any defaults or violations of this Declaration that exist with respect to such property. Any such certificate shall, as to such proposed purchaser or mortgagee, be conclusive evidence of the truth of the statements contained therein and binding upon all Owners, and may be relied upon by any proposed purchaser or Mortgagee of the property.

8.11. Transfers of Title. Upon any sale or transfer of a Real Property, the selling or transferring Owner shall, concurrently with the filing for record of the instrument of conveyance or transfer, give the other Owner(s) written notice of the transfer and of the identity of the transferee. Upon any such sale or transfer, and upon payment of any and all amounts which shall then be due and payable by the selling Owner pursuant to the terms of this Declaration, the selling or transferring Owner shall be relieved of any liability or obligations thereafter arising under this Declaration with respect to the Real Property so conveyed or transferred.

IN WITNESS WHEREOF, Duchesne and Cottonwood have executed this Declaration as of the day and year first above written.

DUCHESNE RIDGE TOWNHOUSES, L.P.  
a Georgia limited Partnership

By: AMERICAN CAPITAL DEVELOPMENT,  
INC., Its Sole General Partner

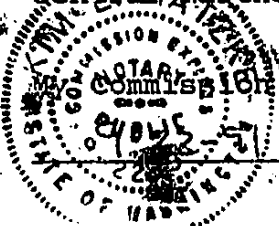
By: 

COTTONWOOD HILLS CONDOMINIUMS

By:  
Its: 

STATE OF ~~UTAH~~ <sup>Washington</sup> )  
COUNTY OF ~~Utah~~ <sup>King</sup> ) : SS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 1991, by American Capital Development, Inc., the Sole General Partner of DUCHESNE RIDGE TOWNHOUSES, L.P.

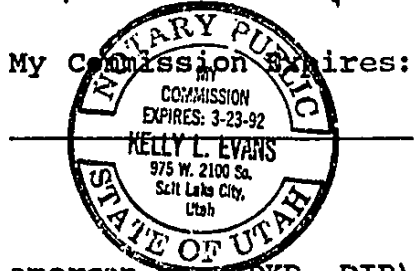


My Commission Expires:

Kim E. Mathe  
NOTARY PUBLIC, Residing at:  
Bellevue, Washington

STATE OF UTAH )  
COUNTY OF ) : SS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 1991, by Thomas C. Sturay the President of COTTONWOOD HILLS CONDOMINIUMS.



My Commission Expires:

Kelly L. Evans  
NOTARY PUBLIC, Residing at:  
Salt Lake

amercap.eas (DKP DIR)

# EXHIBIT A

## SCHEDULE A

ORDER NO.: 91003439E

COMMITMENT NO.: C-9912-3439

1. Effective date: JUNE 07, 1991 at 7:45 a.m.
2. Policy or policies to be issued: Amount of insurance Rate Type REGULAR  
A. ALTA Owners Policy (6-1-87)  
Proposed insured:  
B. ALTA Loan Policy (6-1-87) \$ 1,000.00 \$ 200.00  
Proposed insured:

TO BE DETERMINED

Other coverages and/or charges:

ENDORSEMENT 103.7

FOR LOAN POLICY

3. The estate or interest in the land described or referred to in the Commitment and covered herein is:

FEE SIMPLE

4. Title is at the effective date vested in:

DUCHESNE RIDGE TOWNHOMES, L.P., a Georgia limited partnership

5. The land referred to in this commitment is in the STATE OF UTAH, County of SALT LAKE, and is described as follows:

Beginning at a point on the West right of way line of 1300 East at a point that is North 00 deg. 08'55" East 449.004 feet and North 89 deg. 51'05" West 53.00 feet from the East quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning is the same point of beginning as COTTONWOOD HILLS CONDOMINIUMS, Entry No. 3371140, recorded November 30, 1979, Book 79-11, Page 351, said point in also on a 16.00 foot radius curve to the left (bearing to the center of curve bears South 89 deg. 51'05" West); thence Northwesterly 25.133 feet along the arc of said curve; thence North 89 deg. 51'05" West 41.00 feet to a point of a 145.00 foot radius curve to the left (bearing to center of curve bears South 00 deg. 08'55" West); thence Southwesterly 67.056 feet

STEWART TITLE  
GUARANTY COMPANY

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CONTINUATION SHEET,

SCHEDULE A

ORDER NO.: 91003439 COMMITMENT NO.: C-9912-3439

along the arc of said curve to a point of a 374.500 foot radius reverse curve to the right (bearing to center of curve bears North 26 deg. 20'53" West); thence Southwesterly 87.046 feet along to arc of said curve to a point of a 10.00 foot radius curve to the left (bearing to center of curve bears South 13 deg. 01'50" East); thence Southwesterly 13.437 feet along the arc of said curve; thence North 79 deg. 55'40" West 25.390 feet; thence West 34.95 feet; thence South 181.64 feet; thence West 210.00 feet; thence South 50.00 feet; thence West 370.00 feet; thence North 20.00 feet; thence West 267.500 feet; thence North 447.324 feet; thence North 89 deg. 58'00" West 17.013 feet; thence South 89 deg. 09'05" West 155.977 feet; thence South 04 deg. 44'50" East 384.272 feet; thence West 13.660 feet; thence South 266.475 feet to the North line of WARE SUBDIVISION NO. 6, Entry No. 2661775, recorded October 31, 1974, Book 74-10, page 159; thence North 89 deg. 59'00" East 1098.33 feet along said subdivision and along WARE SUBDIVISION NO. 5, Entry No. 2592497, recorded January 7, 1974, Book 74-1, Page 6; thence North 00 deg. 08'55" East 206.00 feet; thence North 89 deg. 59'00" East 94.00 feet; thence North 00 deg. 08'55" East 60.00 feet; thence North 89 deg. 59'00" East 80.00 feet; thence North 00 deg. 08'55" East 183.157 feet to the point of beginning.

# EXHIBIT B

Real Property located in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point which is North 449.14 feet and West 51.24 feet from the east quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian (the basis of bearing for this survey and description being the section line, northerly, from said quarter section corner, which is assumed to have a bearing of  $N0^{\circ}08'55''E$ ):

thence,  $N44^{\circ}51'05''W$ , 22.63 feet which is the long chord of the curve, concave to the southwest, (the curve being the boundary--not the long chord--with an arc length of 25.13 feet, more or less) through a central angle of  $90^{\circ}00'00''$  with radius of 16.00;

thence  $N89^{\circ}51'05''W$ , 41.00 feet;

thence  $S76^{\circ}54'02''W$ , 66.46 feet which is the long chord of a curve, concave southerly, (the curve being the boundary--not the long chord--with an arc length of 67.05 feet, more or less) through a central angle of  $25^{\circ}29'45''$ , with radius of 145.00;

thence  $S70^{\circ}18'42''W$ , 86.85 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord with an arc length of 87.05 feet, more or less) through a central angle of  $13^{\circ}19'04''$ , with a radius of 376.50;

thence  $S38^{\circ}29'07''W$ , 12.45 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 13.43 feet, more or less) through a central angle of  $76^{\circ}58'14''$ , with a radius of 10.00;

thence  $N79^{\circ}55'40''W$ , 25.39 feet;

thence  $N48^{\circ}12'46''W$ , 14.91 feet which is the long chord of a curve, concave to the southwest, (the curve being the boundary--not the long chord--with an arc length of 16.83 feet, more or less) through a central angle of  $96^{\circ}25'32''$ , with a radius of 10.00;

thence  $N84^{\circ}42'00''W$ , 147.34 feet which is the long chord of a curve, concave northerly, (the curve being the boundary--not the long chord--with an arc length of 148.37 feet, more or less) through a central angle of  $23^{\circ}27'04''$ , with a radius of 362.50;

thence  $S53^{\circ}31'06''W$ , 188.92 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 219.66 feet, more or less) through a central angle of  $107^{\circ}00'54''$ , with a radius of 117.50;

PROPERTY  
CO. RECORDER

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chance S23°37'17"W, 94.12 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 96.84 feet, more or less) through a central angle of 47°13'17", with a radius of 117.50;

chance S74°33'09"W, 162.93 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 169.27 feet, more or less) through a central angle of 54°28'26" with radius of 177.50;

chance N19°45'25"W, 225.64 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 269.97 feet, more or less) through a central angle of 116°44'25", with radius of 132.50;

chance N1°50'41"W, 12.98 feet which is the long chord of a curve, concave westerly, (the curve being the boundary--not the long chord--with an arc length of 14.12 feet, more or less) through a central angle of 50°54'55", with radius of 10.00;

chance N42°18'03"W, 11.58 feet;

chance S68°50'56"W, 13.06 feet which is the long chord of a curve concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 16.82 feet, more or less), through a central angle 137°41'52", with radius of 7.00;

chance SOUTH 17.83 feet;

chance WEST 158.63 feet;

chance NORTH 241.59 feet;

chance N89°59'58"E, 746.13 feet;

chance SOUTH 73.00 feet;

chance S45°00'00"E, 9.90 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 11.00 feet, more or less) through a central angle of 90°00'00", with radius of 7.00;

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thence EAST 17.00 feet;

thence SOUTH 96.41 feet;

thence N66°40'46"E, 58.24 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 58.32 feet, more or less) through a central angle of 10°12'12", with radius of 327.50;

thence N75°51'44"E, 99.94 feet which is the long chord of a curve, concave southerly, (the curve being the boundary--not the long chord--with an arc length of 100.98 feet, more or less) through a central angle of 28°34'21", with radius of 202.50;

thence S89°51'05"E, 21.00 feet;

thence N45°08'55"E, 22.63 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 25.13 feet, more or less) through a central angle of 90°00'00", with radius of 15.00;

thence S0°03'59"W, 89.50 feet, to the point of beginning.

The area contained within the foregoing is 5.8359 acres.

-FROM COPY-  
CO. RECORDER

SEE FILE 773

BK 6344 PG 1719



DESCRIPTION FOR  
COTTONWOOD HILLS PHASE II

Real Property located in Salt Lake County, State of Utah, and more particularly described as follows:

SECTION 20: A point which is 413.06 feet North and 280.05 feet West from the east quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North  $48^{\circ}12'46''$  West, 14.91 feet which is the long chord of a curve, concave to the Southwest, (the curve being the boundary--not the long chord--with an arc length of 16.83 feet, more or less) through a central angle of  $96^{\circ}25'32''$ , with a radius of 10.00; thence North  $85^{\circ}42'00''$  West, 147.34 feet which is the long chord of a curve, concave Northerly, (the curve being the boundary--not the long chord--with an arc length of 148.37 feet, more or less) through a central angle of  $23^{\circ}27'04''$ , with a radius of 362.50; thence South  $53^{\circ}31'06''$  West, 188.92 feet which is the long chord of a curve, concave to the Southeast, (the curve being the boundary--not the long chord--with an arc length of 219.46 feet, more or less) through a central angle of  $107^{\circ}00'54''$ , with a radius of 117.50; thence South  $23^{\circ}37'17''$  West, 96.12 feet which is the long chord of a curve, concave to the Northwest, (the curve being the boundary--not the long chord--with an arc length of 96.84 feet, more or less) through a central angle of  $47^{\circ}13'17''$ , with a radius of 117.50; thence South  $74^{\circ}23'09''$  West, 162.93 feet which is the long chord of a curve, concave to the Northwest, (the curve being the boundary--not the long chord--with an arc length of 169.27 feet, more or less) through a central angle of  $54^{\circ}38'36''$  with radius of 177.00; thence North  $19^{\circ}45'25''$  West, 225.64 feet which is the long chord of a curve, concave to the Northeast, (the curve being the boundary--not the long chord--with an arc length of 209.97 feet, more or less) through a central angle of  $116^{\circ}44'25''$ , with radius of 132.50; thence North  $1^{\circ}50'41''$  West, 12.98 feet which is the long chord of a curve, concave Westerly, (the curve being the boundary--not the long chord--with an arc length of 14.17 feet, more or less) through a central angle of  $80^{\circ}54'55''$ , with radius of 10.00; thence North  $42^{\circ}18'08''$  West, 11.58 feet; thence South  $68^{\circ}50'50''$  West, 13.06 feet which is the long chord of a curve concave to the Southeast, (the curve being the boundary--not the long chord--with an arc length of 16.92 feet, more or less), through a central angle  $137^{\circ}41'52''$  with radius of 7.00; thence South 17.83 feet; thence West 158.63 feet; thence North 241.28 feet; thence West 121.17 feet; thence South 447.34 feet; thence East 167.50 feet; thence South 29.0 feet; thence East 179.0 feet; thence North 50.0 feet; thence East 210.0 feet; thence North 181.64 feet; thence East 31.93 feet to the place of BEGINNING.

POOR COPY -  
CO. RECORDER

SEE SIGNATURE 774

DESCRIPTION OF RIGHT-OF-WAY FOR ACCESS TO 1300 EAST STREET ACROSS  
COTTONWOOD RIDGE APARTMENTS TO BE GRANTED TO COTTONWOOD HILLS  
CONDOMINIUMS

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1300 EAST AT A POINT THAT IS NORTH  $00^{\circ}08'55''$  EAST 449.004 FEET AND NORTH  $89^{\circ}51'50''$  WEST 53.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING IS THE SAME POINT OF BEGINNING AS COTTONWOOD HILLS CONDOMINIUMS, ENTRY NO. 3371140, RECORDED 11/30/79, BOOK 79-11, PAGE 351; SAID POINT IS ALSO ON A 16.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO THE CENTER OF CURVE BEARS NORTH  $89^{\circ}51'05''$  WEST), THENCE NORTHWESTERLY 25.133 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH  $89^{\circ}51'05''$  WEST 41.00 FEET TO A POINT OF A 145.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER OF CURVE BEARS SOUTH  $00^{\circ}08'55''$  WEST); THENCE SOUTHWESTERLY 67.056 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 374.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (BEARING TO CENTER OF CURVE BEARS NORTH  $26^{\circ}20'53''$  WEST); THENCE SOUTHWESTERLY 87.046 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 10.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER BEARS SOUTH  $13^{\circ}01'50''$  EAST); THENCE SOUTHWESTERLY 13.437 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH  $79^{\circ}55'40''$  EAST 37.285 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 67.323 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG THE ARC OF A 108.00 FOOT RADIUS CURVE TO THE RIGHT 54.003 FEET TO A POINT OF TANGENCY; THENCE SOUTH  $89^{\circ}51'05''$  EAST 41.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 16.00 FOOT RADIUS CURVE TO THE RIGHT 25.133 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1300 EAST STREET; THENCE NORTH  $0^{\circ}08'55''$  EAST 37.00 FEET TO THE POINT OF BEGINNING.

ECONETT "C"



# McNEIL ENGINEERING, INC.

4685 SOUTH HIGHLAND DRIVE, SUITE 201  
SALT LAKE CITY, UTAH 84117  
(801) 278-4469

June 6, 1991

(Revised July 12, 1991)

Cottonwood Ridge Apartments

## RIGHT-OF-WAY DESCRIPTION FOR ACCESS TO 1300 EAST STREET

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1300 EAST AT A POINT THAT IS NORTH  $00^{\circ}08'55''$  EAST 449.004 FEET AND NORTH  $89^{\circ}51'50''$  WEST 53.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING IS THE SAME POINT OF BEGINNING AS COTTONWOOD HILLS CONDOMINIUMS, ENTRY NO. 3371140, RECORDED 11/30/79, BOOK 79-11, PAGE 351; SAID POINT IS ALSO ON A 16.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO THE CENTER OF CURVE BEARS NORTH  $89^{\circ}51'05''$  WEST), THENCE NORTHWESTERLY 25.133 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH  $89^{\circ}51'05''$  WEST 41.00 FEET TO A POINT OF A 145.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER OF CURVE BEARS SOUTH  $00^{\circ}08'55''$  WEST); THENCE SOUTHWESTERLY 67.056 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 374.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (BEARING TO CENTER OF CURVE BEARS NORTH  $26^{\circ}20'55''$  WEST); THENCE SOUTHWESTERLY 87.046 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 10.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER BEARS SOUTH  $13^{\circ}01'50''$  EAST); THENCE SOUTHWESTERLY 13.437 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH  $79^{\circ}55'40''$  WEST 25.39 FEET TO A POINT ON A 10.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO THE CENTER OF CURVE BEARS WEST); THENCE NORTHWESTERLY 16.83 FEET, MORE OR LESS, ALONG THE ARC OF SAID CURVE FOLLOWING THE BACK OF AN EXISTING CURB TO A POINT OF A 362.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (BEARING TO CENTER OF CURVE BEARS NORTH  $6^{\circ}24'53''$  WEST); THENCE WESTERLY 23.92 FEET, MORE OR LESS, ALONG THE ARC OF SAID CURVE FOLLOWING THE BACK OF AN EXISTING CURB; THENCE NORTH 35.65 FEET, MORE OR LESS, TO A POINT ON A 327.50 FOOT RADIUS CURVE TO THE LEFT (BEARING TO THE CENTER OF CURVE BEARS NORTH  $3^{\circ}12'04''$  WEST); THENCE NORTHEASTERLY 144.17 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 202.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (BEARING TO CENTER OF CURVE BEARS NORTH  $28^{\circ}25'26''$  WEST); THENCE NORTHEASTERLY 100.98 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH  $89^{\circ}51'05''$  EAST 21.00 FEET TO A POINT OF A 16.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER BEARS NORTH  $0^{\circ}08'55''$  EAST); THENCE NORTHEASTERLY 25.133 FEET TO A POINT ON THE WEST BOUNDARY LINE OF 1300 EAST STREET; THENCE SOUTH  $0^{\circ}08'55''$  WEST 89.50 FEET TO THE POINT OF BEGINNING.

-P008 COPY-  
CG. RECORDED

BK 6344 PG 1722

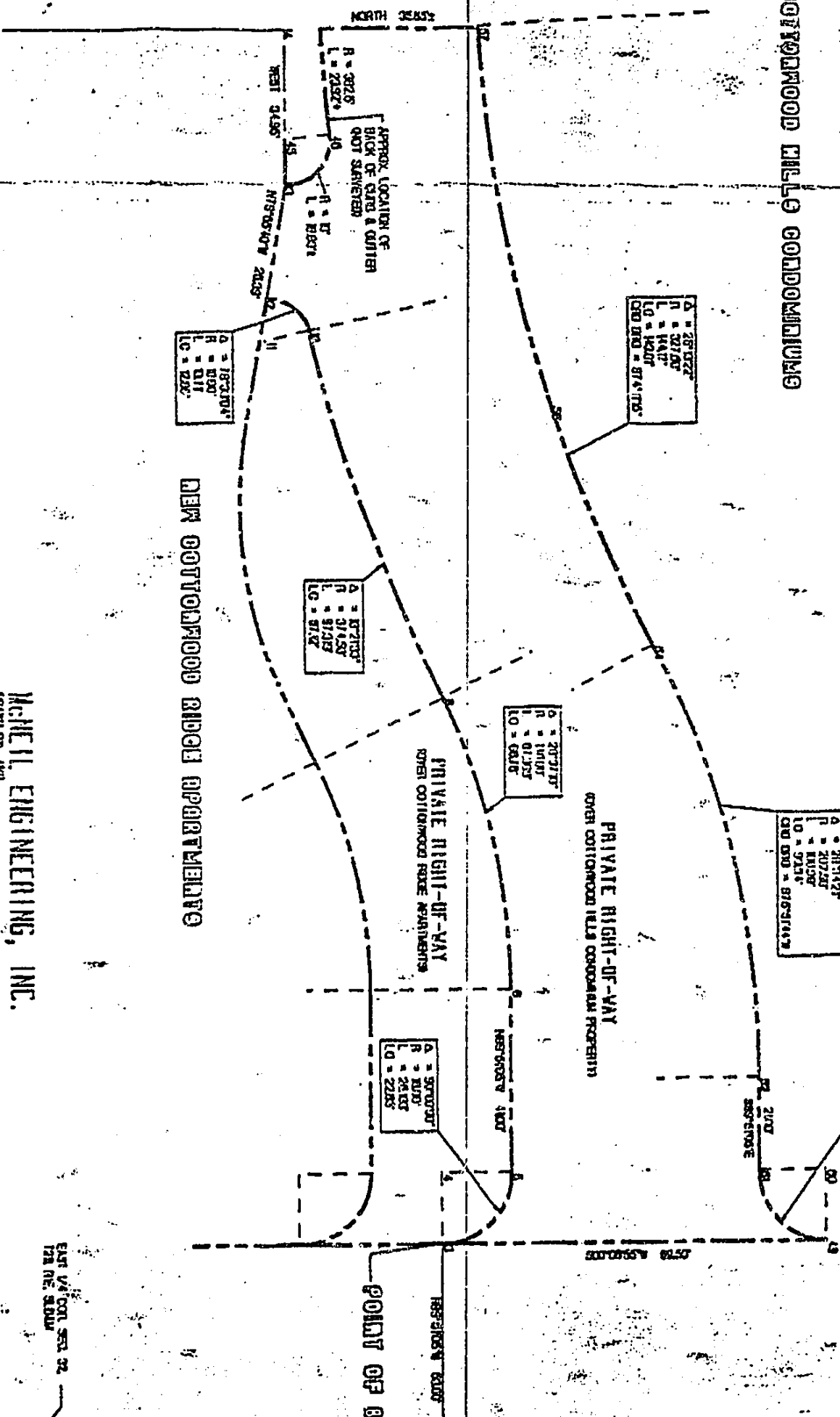
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CG RECORDER

pg 1723

BK 6344 Pg 1723

**COTTONWOOD HILLS CONDOMINIUMS**

**NEW COTTONWOOD RIDGE APARTMENTS**



**McNELL ENGINEERING, INC.**  
DRAWN ON: 040  
DATE: JUNE 5, 78  
AND 100, 5005



EAST 1/4 COR. SEC. 32  
T24 N. R. 20W.

FROM MCNEIL ENG. INC.

07.10.1991 17:05

P. 2

DESCRIPTION OF SANITARY SEWER EASEMENT ACROSS COTTONWOOD RIDGE APARTMENTS TO BE GRANTED TO COTTONWOOD HILLS CONDOMINIUMS

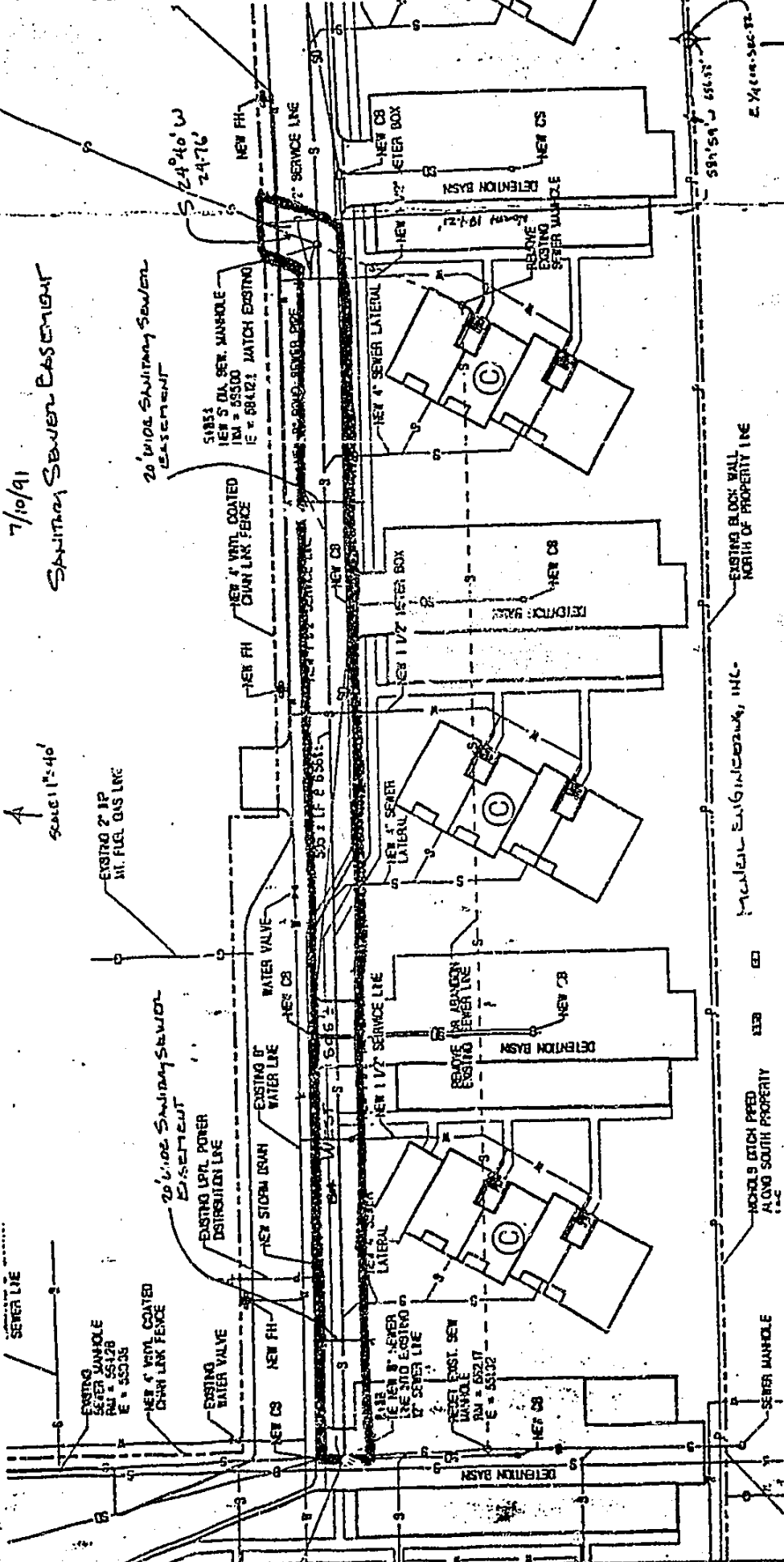
A 20 FOOT WIDE SANITARY SEWER EASEMENT, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 89°59' WEST ALONG THE NORTH LINE OF WARE SUBDIVISION NO. 5 AND LINE EXTENDED 656.58 FEET AND NORTH 184.21 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 24°40' WEST 24.76 FEET; THENCE WEST 505 FEET, MORE OR LESS, TO AN EXISTING SANITARY SEWER LINE.

BK6344PG1724

EXHIBIT A

7/10/91  
Sanitary Sewer Casement



20' WIDE SANITARY SEWER CASEMENT

EXISTING 2" IP NAT. FUEL GAS LINE

20' WIDE SANITARY SEWER CASEMENT

EXISTING SEWER MANHOLE  
RAJ = 55128  
E = 55035

NEW 4" VINYL COATED  
CHIMNEY LINK FENCE

EXISTING WATER VALVE

NEW CS NEW FH

NEW STORM DRAIN

EXISTING WATER VALVE

NEW 1 1/2" SERVICE LINE

NEW 4" SEWER LATERAL

NEW 1 1/2" SEWER BOX

NEW CS

NEW 4" SEWER LATERAL

NEW 1 1/2" SEWER BOX

NEW CS

NEW 4" SEWER LATERAL

NEW 1 1/2" SEWER BOX

NEW CS

NEW 4" SEWER LATERAL

NEW 1 1/2" SEWER BOX

NEW CS

-FOR COPY-  
CO. RECORDER

McNEEL ENGINEERING, INC.

NICHOLS EICH FRED  
ALONG SOUTH PROPERTY

EXISTING BLOCK WALL  
NORTH OF PROPERTY LINE

BK 6344 PG 1725

DESCRIPTION OF STORM DRAINAGE EASEMENT ACROSS COTTONWOOD RIDGE APARTMENTS TO BE GRANTED TO COTTONWOOD HILLS CONDOMINIUMS

BEGINNING AT A POINT ON THE WEST LINE OF COTTONWOOD HILLS CONDOMINIUMS, PHASE II, ENTRY NO. 3494562, BOOK 80-10, PAGE 179, SAID POINT BEING SOUTH 89°59' WEST ALONG THE NORTH LINE OF WARE SUBDIVISION NO. 6 AND 6 AND LINE EXTENDED 1175.50 FEET AND NORTH 259.13 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 68.00 FEET; THENCE NORTH 371.80 FEET; THENCE EAST 18.00 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 27.00 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 23.00 FEET TO THE WEST LINE OF COTTONWOOD HILLS CONDOMINIUMS, ENTRY NO. 3371140, BOOK 79-11, PAGE 351; THENCE SOUTH ALONG THE WEST LINE OF SAID COTTONWOOD HILLS CONDOMINIUMS AND COTTONWOOD HILLS CONDOMINIUMS PHASE II 371.80 FEET TO THE POINT F BEGINNING.