

## AGREEMENT FOR ROADWAY EASEMENT

This Agreement for Roadway Easement (this "Agreement") is made and entered as of Dec. 21<sup>st</sup>, 2017, by and among Monterey-Ellis LLC, a Utah limited liability company (hereinafter "Developer"), and each of the property owners identified in the signature blocks below (collectively "Owners").

### RECITALS

WHEREAS, Developer is under contract to purchase and develop into a residential subdivision certain parcels of property located in Provo City, Utah County, Utah (the "New Subdivision"). The New Subdivision is known as "The Falls on Kelshaw Lane." A Site Plan depicting the layout of the New Subdivision is attached hereto as Exhibit "A" (the "Site Plan").

WHEREAS, in order to provide the necessary connectivity for vehicular and pedestrian access between the lots in the northeastern portion of the New Subdivision and the lots in the southwestern portion, a Roadway Easement is needed so that Developer can construct a public roadway and related improvements (the "Roadway Easement"). The form of the Roadway Easement is attached hereto as Exhibit "B."

WHEREAS, the Roadway Easement will be located along the proposed 890 South Street where depicted in the map attached hereto as Exhibit "C" (the "Easement Map"). Each of the undersigned Owners hold title to (or will acquire title to) portions of the land located within the Roadway Easement. Accordingly, each of the Owners needs to sign the Roadway Easement, granting to Developer and Provo City, jointly, an easement over and through that portion of each Owner's property included within the Roadway Easement. After construction, the roadway will become a public improvement, and all road and utility improvements will be owned and maintained by Provo City, accessible to the undersigned Owners to use, benefit from, and resolve the otherwise land-locked nature of some of their parcels.

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the undersigned Owners have agreed to execute and deliver the Roadway Easement, granting an easement for the construction, operation and maintenance of a new public roadway and related improvements over and through the affected portions of their land (the "New Road").

### AGREEMENT


NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties covenant and agree as follows:

1. Recitals. The above Recitals are incorporated herein as part of this Agreement.
2. Roadway Easement. In accordance with, and subject to, the terms and conditions of this Agreement, the Owners shall execute and deliver the Roadway Easement to Developer, and hereby authorize the Roadway Easement to be recorded in the Utah County Recorder's Office. The Owners shall also timely execute and approve the subdivision plats and applications

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reasonably required by the City regarding the Roadway Easement for the New Subdivision.

3. Consideration. In exchange for the Roadway Easement and the assurances provided by Owners in Section 2 above, Developer agrees perform, pay for, and satisfy the following obligations (without any payments or reimbursements from the Owners):
- a. Developer shall install all roadway improvements and utility lines required by the City within the Roadway Easement, including, without limitation, curb and gutter, road base, asphalt, and other such improvements, all in accordance with the City's required standards;
  - b. The Owners shall have no obligation to construct, install, pay for, maintain, or repair any of the public roadway improvements, utility lines or other public improvements to be constructed and installed by Developer in relation to this Agreement or the Roadway Easement.
  - c. Developer shall install a sewer lateral connecting Leland Collard's home to the new sanitary sewer main in the 890 South Roadway. Developer shall also pay the necessary sewer "hook-up" or connection fees so that Mr. Collard's home is connected to the new sewer main, if such fees are required for service to be provided to Mr. Collard's home;
  - d. Developer shall install a new sight-obscuring 6-foot vinyl fence along the frontage of Leland Collard's property adjacent to the New Road (from his western fence line to the opening of his driveway), and a new wire (livestock) fence along both sides of the New Road from the east edge of the Phase 2 lots (west of the Durrant and Collard properties) to the west edge of the Collard residential parcel, and on the north edge of the new sidewalk to be constructed on the north side of the 890 South road (as set forth in sub-paragraph (e) below). Developer shall install such wire fencing in a manner designed to protect agricultural uses and adequately corral (fence in) the livestock on the properties affected by the New Road and related improvements;
  - e. Developer shall arrange for boundary line agreements with Mr. Collard for the northeastern corner of Mr. Collard's property, to resolve the boundary line/gap of the legal descriptions of the property in that area. The boundary line agreements are with Steve Kelshaw and Pat Eggertsen, and drafts of the same are provided with this Agreement;
  - f. Developer shall construct and install a sidewalk adjacent to both the north side and the south side of the New Road corridor where shown in the attached Easement Map. Developer shall also provide a wire fence along the north edge of that sidewalk protecting the parcel of Collard property to the north of the Roadway;

  
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- g. When the Owners' properties are developed (i.e., the land encumbered by the Roadway Easement), the then-owners of such land shall be allowed to connect to and make use of all public improvements constructed by Developer for the New Subdivision, including, without limitation, the Roadway and the utility lines, without any requirement to pay reimbursement payments of any kind to Developer or Developer's successors in interest;
- h. In connection with the development of the New Subdivision, Developer shall construct and improve the roadway located to the south of the New Roadway (which southern roadway is located at approximately 1000 South and connects to 1600 West) so that such improved roadway includes all utilities required for development (sewer, water, storm drain, etc.) and abuts and is adjacent to the property line of the former Durrant parcel (Tax Serial No. 21:043:0003) without any "nuisance strip" or "protection strip" in between. Developer shall be responsible to obtain an easement over the affected portion of the Allred parcel and in favor of the former Durrant parcel in order to satisfy this requirement;
- i. Developer shall pay any and all "rollback taxes" assessed against that portion of the Owners' parcels encumbered by the New Roadway (but not for any rollback taxes assessed against any other portion(s) of the Owners' parcels;
- j. The Owners shall have no obligation or responsibility to maintain the park strip landscaping or park strip improvements along the New Roadway;
- k. As the New Roadway is constructed, the topsoil removed from each parcel encumbered by the Roadway Easement, if any, shall be kept and placed within each such parcel (i.e., not moved offsite or to a different owner's parcel). The purpose of this provision is to make sure that topsoil that may be disturbed or excavated for the New Roadway remains within the boundaries of the same parcel (but moved outside of the dimensions of the Roadway Easement); and
- l. In placing curb and gutter along the south side of the New Roadway, Developer shall not only provide a drive-approach for driveway access into Mr. Collard's home and farm buildings, but also to provide a drive-approach into the adjacent Durrant property to the immediate east of Mr. Collard's home (i.e., to permit ease of access/egress to this parcel), so long as Provo City does not object to the drive-approach into the Durrant property.

4. Limited License. In addition to the Roadway Easement, the Owners hereby grant to Developer (and its contractors and assigns) a limited license to enter upon their land, but only to the extent reasonably necessary to perform the obligations set forth above. Developer shall, and hereby does, indemnify the Owners from and against all claims, actions, liens, and liabilities arising out of or relating to the work to be performed, and the actions to be taken, pursuant to this Agreement. If Developer disturbs or damages any of the Owners' property or existing improvements (e.g., existing fencing) in the course of performing the obligations under this

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Agreement, Developer shall promptly fix and restore the same at Developer's own cost and expense to the same condition it existed before such disturbance or damage.

5. Collard Property. One of the undersigned Owners, Leland Collard, shall promptly remove the old trailers, equipment, and other items that are in the area of the Roadway Easement so there is a clear pathway along the corridor of the new roadway and related improvements to be constructed. Developer will give Mr. Collard as much advance notice as possible (at least one (1) week) regarding the items to be moved. Mr. Collard also agrees to execute and deliver a "Sidewalk Easement" in the form provided with this Agreement.

6. Timing of Improvements; Termination. Developer will commence construction of the above-referenced improvements affecting the Owners' parcels within forty-five (45) days after (i) receipt of final approval for the New Subdivision, (ii) posting an improvement bond with the City, and (iii) receipt of the necessary permits and authorization from the City to commence construction; provided, however, that if Developer has not commenced construction of the above-referenced improvements within six (6) months following the signing of this Agreement, then the Owners shall have the right to terminate this Agreement by providing written notice of termination to Developer. If the Owners exercise this termination right, then upon termination of this Agreement, the parties shall have no remaining claims, duties, or liabilities to or against each other. In addition, Developer agrees to complete said improvements within six (6) months of the date of commencement of construction, weather permitting.

7. Conditions of Plat Approval. As additional security to the Owners that Developer will satisfy each of the obligations set forth in this Agreement, Developer hereby consents that the requirements of this Agreement may be added as formal "conditions of approval" imposed by the City as part of the final plat approval for the New Subdivision, and that the above-referenced improvement shall be included in the improvement bond posted by Developer with the City guaranteeing completion of the project improvements. All parties acknowledge that Developer shall have the right to dedicate the Roadway and all related improvements to the City as public improvements to be maintained by the City after they have been construed by Developer and accepted by the City.

8. Further Acts; Agreement to Formalize and Record. Each party shall prepare, execute, and deliver to the other party(ies) such documents, including plats, applications, and dedications, as are required to properly implement, validate, and satisfy the terms and conditions of this Agreement.

9. Governing Law. If any claim, action, or other legal proceeding is brought hereunder by either party, it shall be brought in and evaluated according to the laws of the State of Utah. This Agreement shall be enforceable at law and in equity.

10. Consent of Option Holder; No New Terms. The parties acknowledge that the Owners' properties identified in this Agreement are subject to an option agreement granting Steele Hollow LLC the right and option to purchase such parcels. By signing the "Consent" language beneath the parties' signature blocks of this Agreement, Steele Hollow LLC accepts and approves the terms and conditions of this Agreement. Steele Hollow LLC and Developer

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(and their successors and assigns) will not remove any requirements, or seek to impose any new or additional terms, conditions, or requirements beyond the terms and provisions of this Agreement.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns. The rights of the Developer under this Agreement shall inure to the benefit of, and be enforceable by, Developer and any successor owners of the New Subdivision. If Developer sells the land of the New Subdivision prior to completing Developer's obligations under this Agreement, Developer shall arrange for the buyer to assume in writing and agree to fulfill all remaining obligations of the "Developer" under this Agreement as part of the buyer's purchase of such land.

12. Termination Option. Notwithstanding any provision of this Agreement to the contrary, Developer shall have the right to terminate this Agreement if, for any reason, Developer (or its assignee) does not close on its purchase of the land comprising the New Subdivision by December 31, 2018. The purpose of this provision is to allow Developer to proceed with the design and approvals of the New Subdivision, but to terminate Developer's obligations under this Agreement if Developer fails to obtain final plat approval and close on its purchase of the subject property. If Developer sells the land of the New Subdivision and assigns its rights and obligations under this Agreement to the buyer (as allowed under Section 11 above), the buyer/assignee shall NOT have the right to terminate this Agreement or otherwise avoid the obligations of this Agreement.

13. Notice and Cure. Notwithstanding any other provision to the contrary in this Agreement, Owners shall not exercise any rights of termination or declare any default hereunder by Developer unless Owners have first provided Developer with written notice of the alleged default or basis of termination, and then Developer fails to cure or remedy the alleged default or basis for termination within thirty (30) days after receiving such notice.

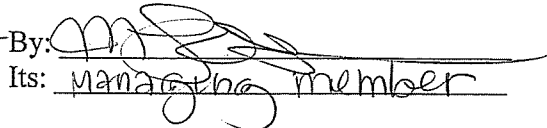
14. Integrated Agreement. This Agreement contains all of the terms and provisions of the parties' agreement and understanding regarding the subject matter hereof. This Agreement supersedes and replaces any and all prior understandings, communications, commitments, and negotiations regarding the subject matter of this Agreement.

WHEREFORE, the parties have executed the foregoing to be effective the date first appearing above.

OWNERS:

DEVELOPER: Monterey-Ellis, LLC

By: 

By: 

Leland Gordon Collard  
For Tax Parcel 21-040-0077  
And 21-043-0168

Its: managing member

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By: SA  
Steven Allred, for Tax Parcel 21-043-0002

By: DA  
Diane Allred, for Tax Parcel 21-043-0002

**S and C Meine Revocable Living Trust**

By (signature): SM  
Name (printed): Skylar meine  
Title: \_\_\_\_\_

(\* Note – the S and C Meine Revocable Living Trust is the “Owner” or will become the “Owner” of the parcels of land referred to in this Agreement as the “Durrant” parcels).

The foregoing Agreement for Roadway Easement is hereby consented to, and approved by, Steele Hollow, LLC, as the holder of contract rights to purchase the Owners’ properties.

Steele Hollow, LLC

By: ES  
Name: ERWIN Q. STEELE  
Its: \_\_\_\_\_

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Steele Hollow, LLC

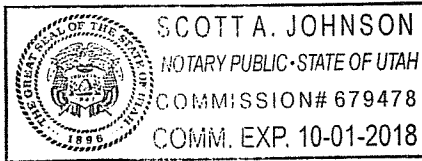
By: Erwin Q. Steele  
Name: ERWIN Q. STEELE  
Its: AUTHORIZED MEMBER

STATE OF UTAH

SS.

COUNTY OF UTAH

On the 16<sup>th</sup> day of JANUARY, 2018, Erwin Q Steele personally appeared before me Scott A. Johnson who being duly sworn did say that he/she is the Authorized Member of STEELE HOLLOW, LLC and that said instrument was signed in behalf of said limited liability company by authority and said Authorized Member acknowledged to me that he/she, as such Authorized Member, executed the same in the name of the limited liability company.



Scott A. Johnson  
Notary Public

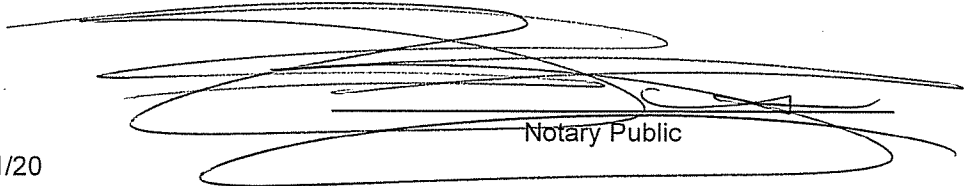
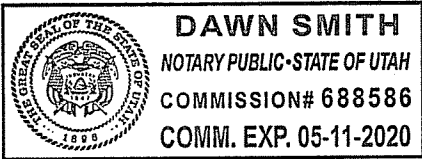
My Commission Expires: 10/1/2018  
Residing at: Vineyard, Utah

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On the 21 day of December, 2017, personally appeared before me Michelle Prince who being duly sworn did say that he/she is the Managing Member of Monterey-Ellis, LLC and that said instrument was signed in behalf of said limited liability company by authority and said Michelle Prince acknowledged to me that he/she, as such Managing Member, executed the same in the name of the limited liability company.



Notary Public

My Commission Expires:5/11/20  
Residing at: SLC, UT




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**EXHIBIT "A"**

**Site Plan - "*The Falls on Kelshaw Lane*" Subdivision**

See attachment

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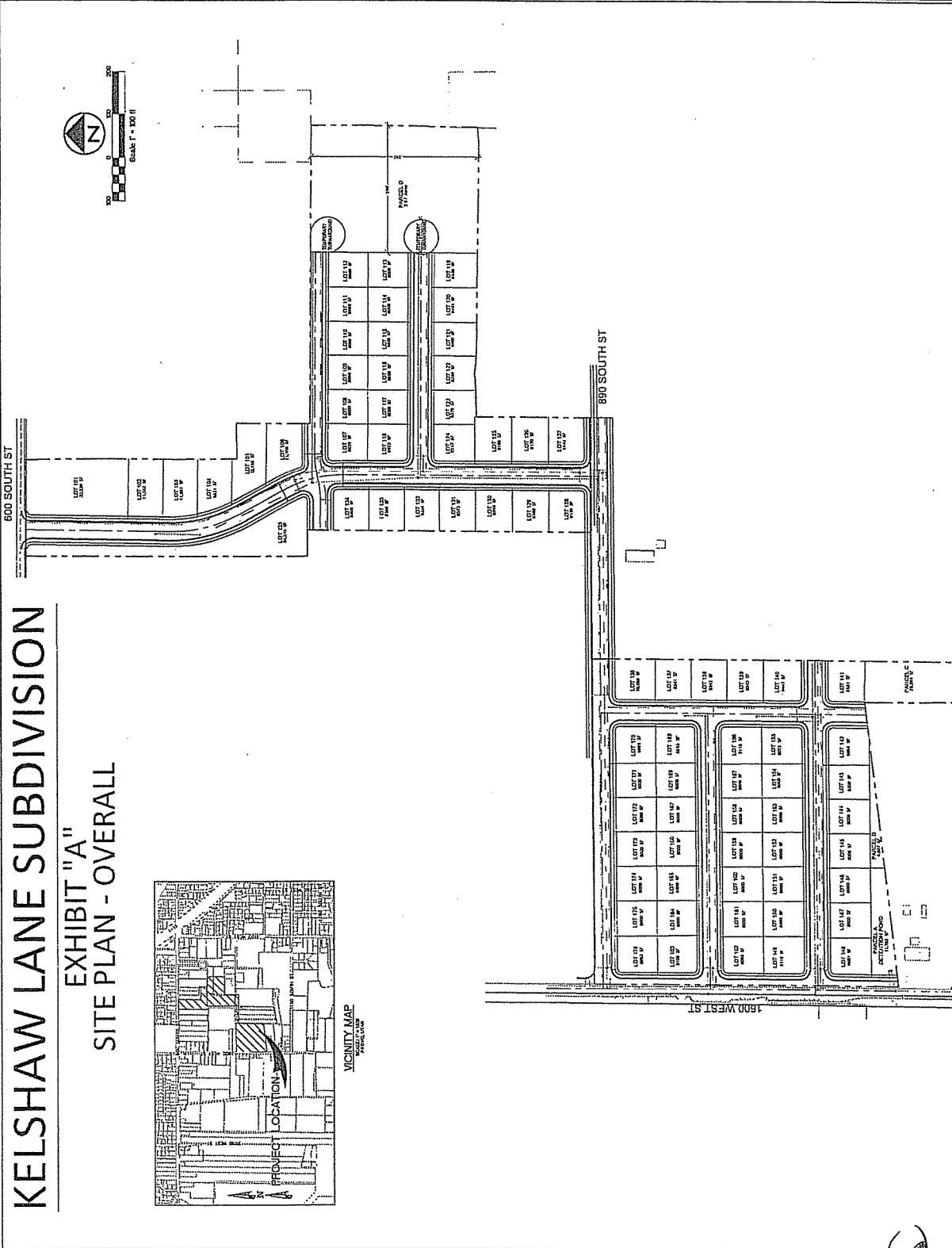
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PROJECT INFORMATION  
 SHEET NO. 10 OF 10  
 SHEET TITLE: KELSHAW LANE SUBDIVISION EXHIBIT "A" SITE PLAN - OVERALL  
 PROJECT NO. 15287  
 DATE: 05/03/17  
 SCALE: 1" = 100'  
 DRAWN BY: JRP  
 CHECKED BY: GDW  
 PROJECT: PROVO, UTAH

NO.	DESCRIPTION	DATE
1	CHANGED LOT AREA	7/20/17



# KELSHAW LANE SUBDIVISION

## EXHIBIT "A"

### SITE PLAN - OVERALL

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**EXHIBIT "B"**  
**Roadway Easement**

See attachment

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12-21-17WHEN RECORDED, MAIL TO:

Monterey-Ellis, LLC  
c/o Higgs CPAs  
6915 South 900 East  
Midvale, Utah 84047

**ROADWAY EASEMENT**

(Affects Utah County Parcels 21-040-0077; 21-043-0168; 21-043-0003;  
21-043-0014; 21-043-0016; 21-043-0002)

For good and valuable consideration, the undersigned parties identified as the "Grantors" hereby convey and grant unto MONTEREY-ELLIS, LLC, a Utah limited liability company ("Developer"), and PROVO CITY, a municipal corporation (the "City") (the City and Developer are collectively referred to herein as "Grantees"), for both Grantor and Grantees' use and benefit, as described below, a permanent easement (the "Easement") over and through certain portions of Grantors' real property located in Provo City (the "City"), Utah County, State of Utah, described as follows (the "Easement Property"):

*The Easement is for construction, operation, and maintenance of a public roadway and related improvements, with underground utilities, in the location generally depicted on Exhibit "1" hereto and having the legal description set forth in Exhibit "2" hereto.*

The Easement granted hereby shall include the following rights, terms, and conditions:

1. Grantees may use the Easement Property for the design, construction, operation, maintenance, inspection, repair, alteration, and replacement of a public road and related improvements and underground utility lines (collectively, the "Road Improvements") to provide vehicular and pedestrian access to and from the real estate development(s) and residences in the nearby areas, including, without limitation, a subdivision to be developed by Developer known as *The Falls on Kelshaw Lane*. To the extent reasonably possible, the Road Improvements will be designed and constructed to minimize the impact on Grantors' properties while still complying with City requirements for the public roadway and Road Improvements.
2. All design and construction costs of the Road Improvements shall be paid by Grantees, and Grantees shall keep Grantor's property free and clear of any mechanic's liens related to such work and improvements.
3. Grantees, and their contractors, may enter upon Grantors' property to construct and install the Road Improvements. Following completion of construction of the Road Improvements, Grantees may enter upon Grantors' property to inspect, maintain, repair and service the Road Improvements. In the event Grantee or any other party acting under this provision causes damage to Grantors' property, the responsible party shall promptly repair and restore the property to the same condition that previously existed at no cost or expense to Grantors.

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4. If and when Grantors develop their respective properties, they shall be allowed to connect to and make use of the Road Improvements, and Developer shall make no effort to cause Grantors to reimburse any costs incurred to design and construct the Road Improvements.
5. Grantees shall indemnify and hold harmless Grantors from and against any and all loss, damage, liability, claims, demands, causes of action, injury, cost, or expense (including by not limited to reasonable attorney's fees) arising from or related to Grantees' operation, maintenance, construction, and access to the Road Improvements.
6. Grantors will not interfere with Grantees' use of the Easement for the purposes stated herein.
7. Developer will construct and pay for all of the Road Improvements. Once they have been accepted by the City, the City will be responsible for the maintenance and repair of all such public improvements (subject to Developer's warranty obligations). The Grantors shall have no obligation to construct, install, pay for, maintain, or repair any of the public roadway improvements, utility lines or other public improvements to be constructed and installed pursuant to this Roadway Easement.
8. Any claim, action, or other legal proceeding brought hereunder by Grantors or Grantees shall be governed by the laws of the State of Utah. The prevailing party in any litigation arising out of granting or use of this Easement shall be awarded reasonable attorneys' fees, costs, and expenses.
9. The rights, duties, obligations, and privileges granted herein shall inure to the benefit of and be binding upon Grantors, Grantees, and their respective successors-in-interest.
10. Developer shall have the right to transfer and dedicate this Easement and its associated Road Improvements to the City as "public improvements" that are to be maintained, managed, and repaired by the City in connection with Developer's receipt of plat approval(s) for Developer's residential subdivision. By signing below, the Grantors agree that such dedication may be made by Developer, and that no further consent or approval is required from the Grantors in order for Developer to make such dedication to the City or record the subdivision plats for Developer's residential project(s). When such transfer and dedication occurs, the City shall take over and assume all of the maintenance obligations pertaining to the Road Improvements, and Developer shall be relieved of such obligations and all other obligations relating to the Road Improvements or the Easement set forth in this instrument (so long as Developer satisfies all of its warranty obligations and other duties or obligations owed to the City with respect to the subdivision).

This instrument and the Easement granted herein may not be terminated, extended, modified or amended without the written consent of Grantors and Grantees, or their successor-in-interest or assigns, and any such termination, extension, modification or amendment shall be effective only when signed by all of the affected parties and recorded in the official records of the Utah County Recorder, State of Utah.

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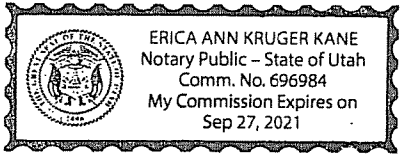
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STATE OF UTAH )  
 : SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2017, by **Steven Allred**.

[Signature]  
Notary Public

SEAL:

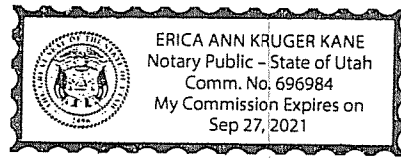


STATE OF UTAH )  
 : SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2017, by **Diane Allred**.

[Signature]  
Notary Public

SEAL:



STATE OF UTAH )  
 : SS.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 18 day of December, 2017, by Skyle Maine as the Trustee of the **S and C Meine Revocable Living Trust**

[Signature]  
Notary Public

SEAL:



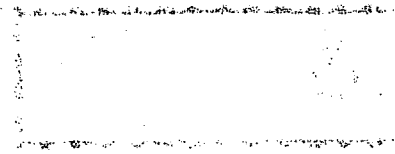
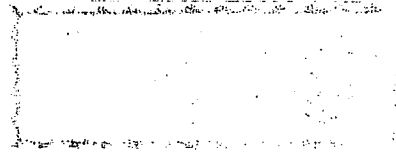
12-18-2017 [Signature]

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**Exhibit 1**  
**Roadway Easement Exhibit**  
(Map of Roadway Easement)

See attachment



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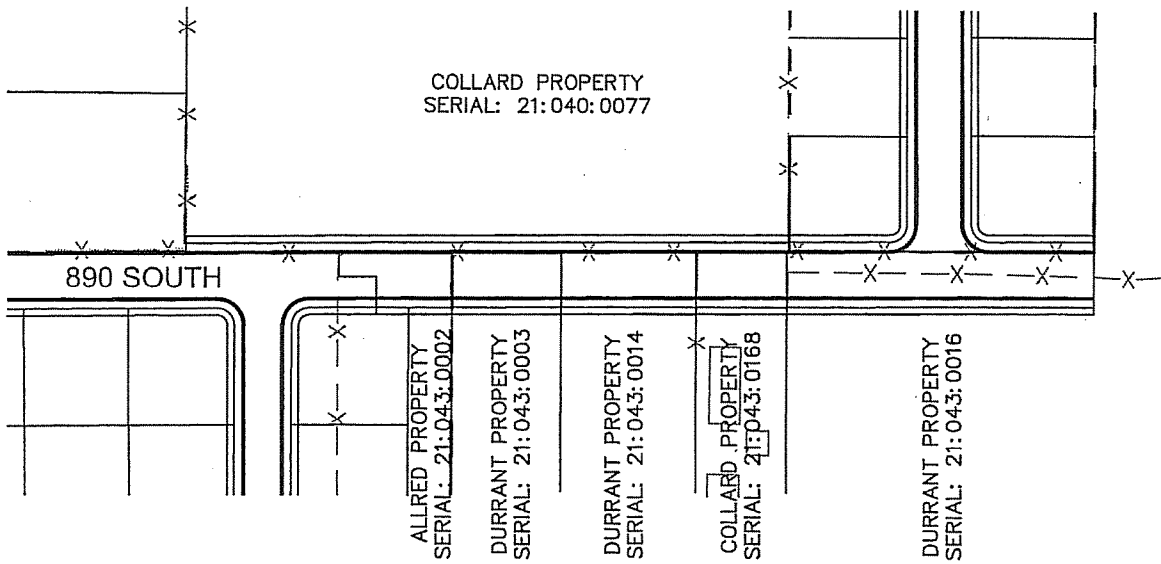


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# EASEMENT MAP DEPICTION OF ROADWAY EASEMENT EXHIBIT 1



SCALE 1" = 150'



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PLOT DATE: Dec 06, 2017

**WILDING  
ENGINEERING**

14751 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84068  
801.882.8113  
WWW.WILDINGENGINEERING.COM

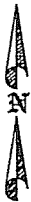
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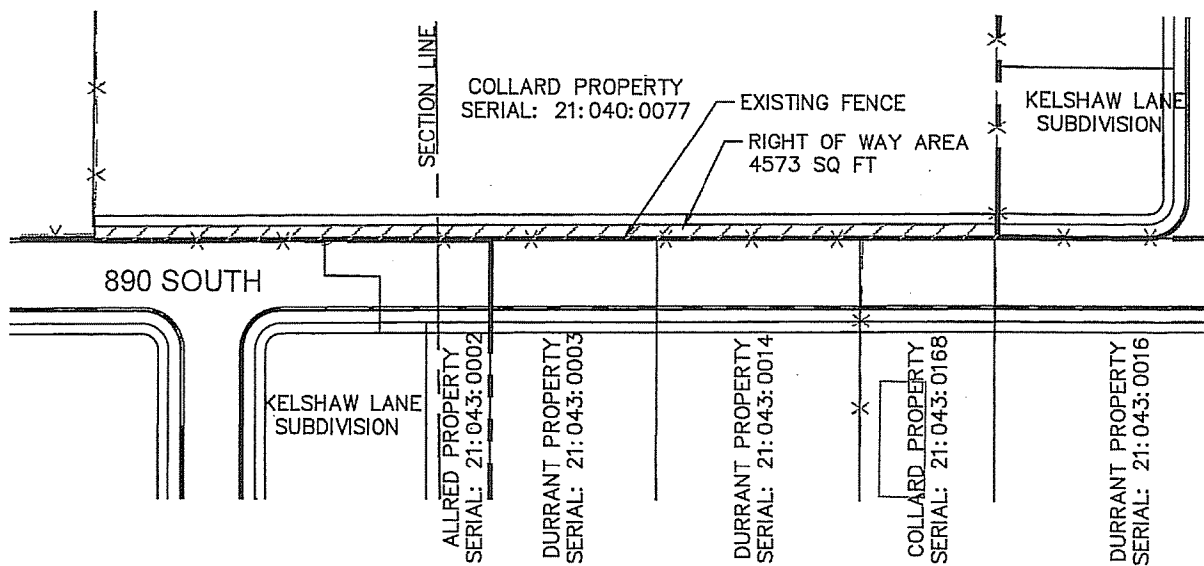
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# ROW DEDICATION EXHIBIT

COLLARD PROPERTY SERIAL NUMBER 21:040:0077



SCALE 1" = 100'



**WILDING**  
ENGINEERING

14751 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84068  
801.883.8118  
WWW.WILDINGENGINEERING.COM

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PLOT DATE: May 03, 2017

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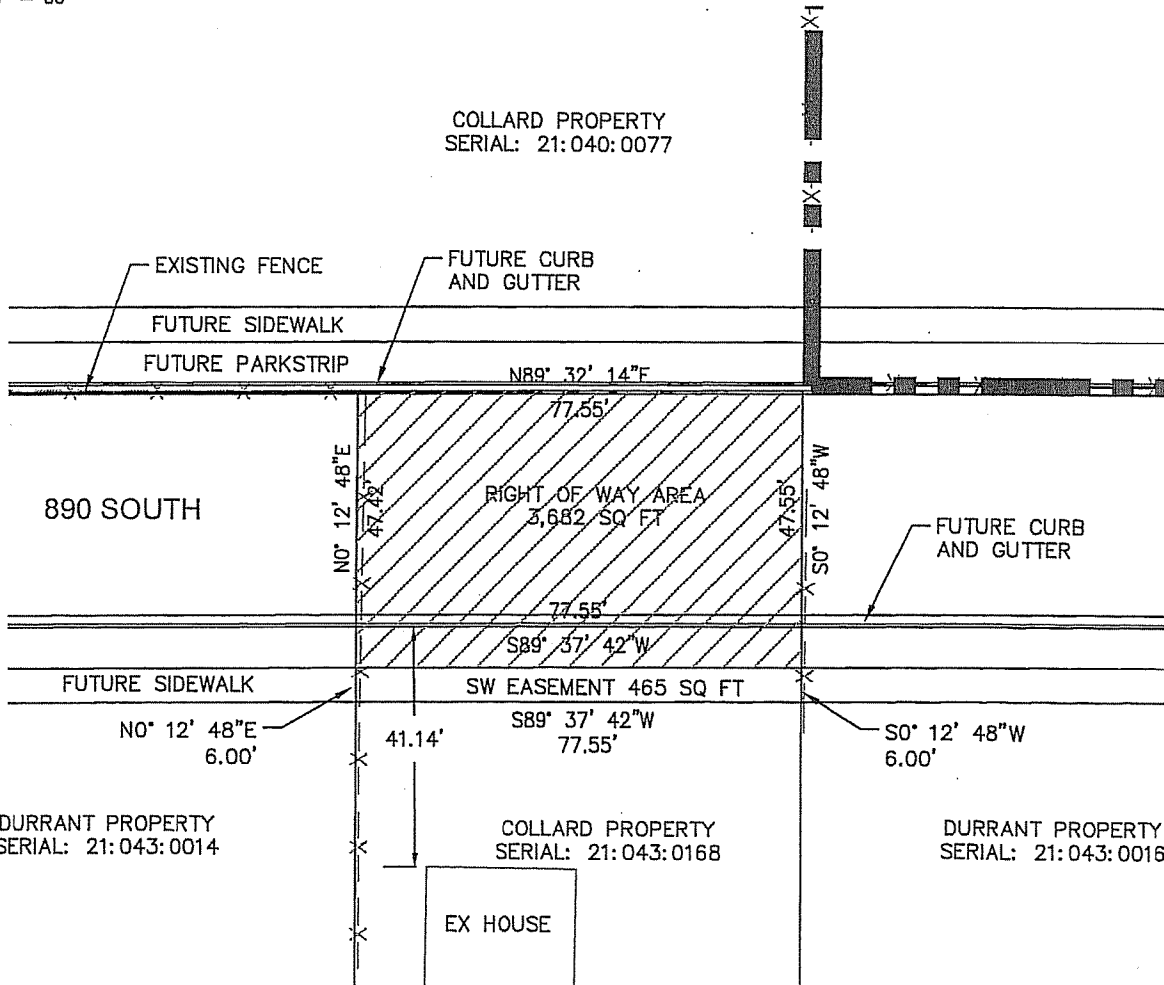
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# ROW DEDICATION - SIDEWALK EASEMENT EXHIBIT

COLLARD PROPERTY SERIAL NUMBER 21:043:0168



SCALE 1" = 30'



**WILDING**  
ENGINEERING

14751 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84068  
801.822.8113  
WWW.WILDINGENGINEERING.COM

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PLOT DATE: May 03, 2017

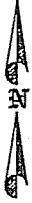
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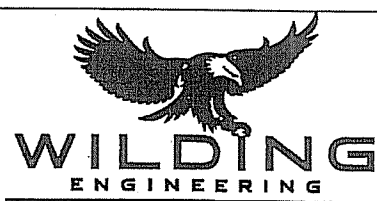
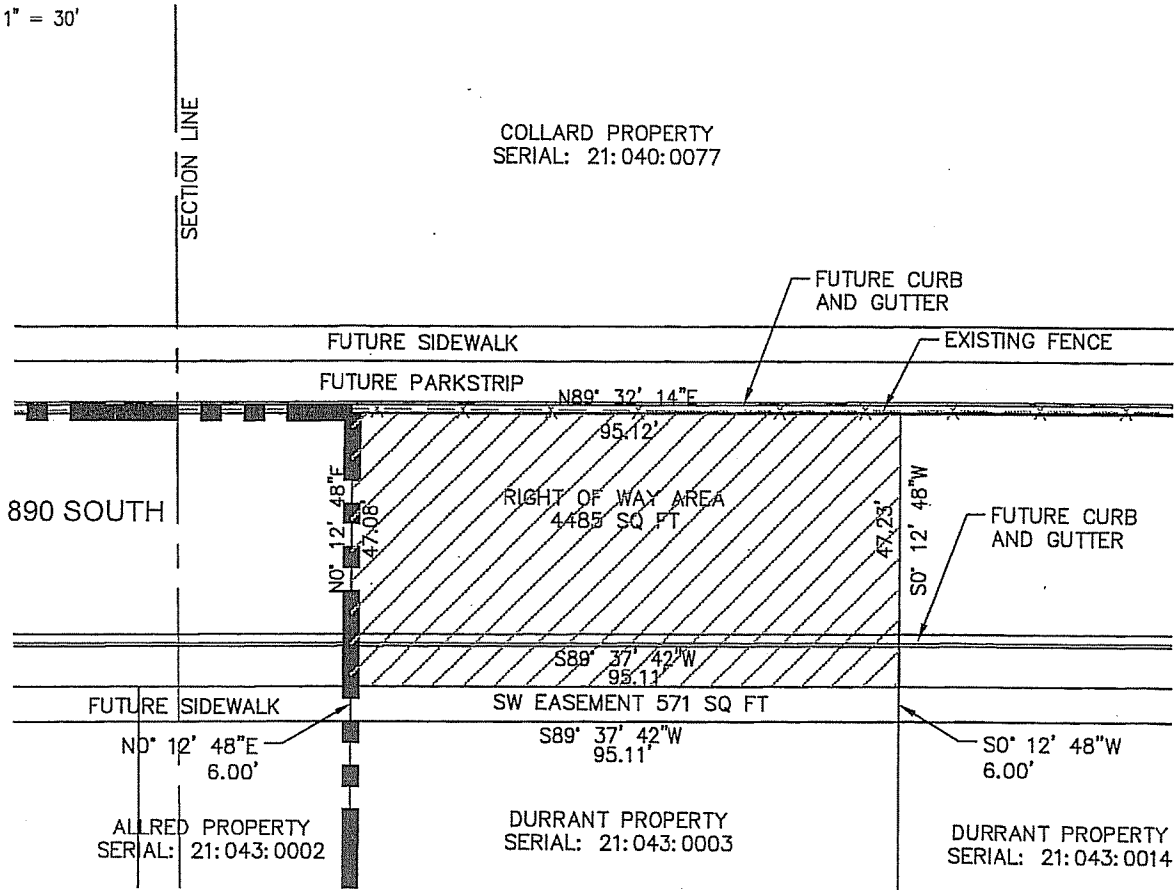
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# ROW DEDICATION - SIDEWALK EASEMENT EXHIBIT

DURRANT PROPERTY SERIAL NUMBER 21:043:0003



SCALE 1" = 30'



14721 SOUTH HERITAGE DRESS WAY  
BLUFFDALE, UTAH 84066  
801.583.9113  
WWW.WILDINGENGINEERING.COM

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PLOT DATE: May 03, 2017

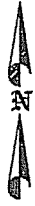
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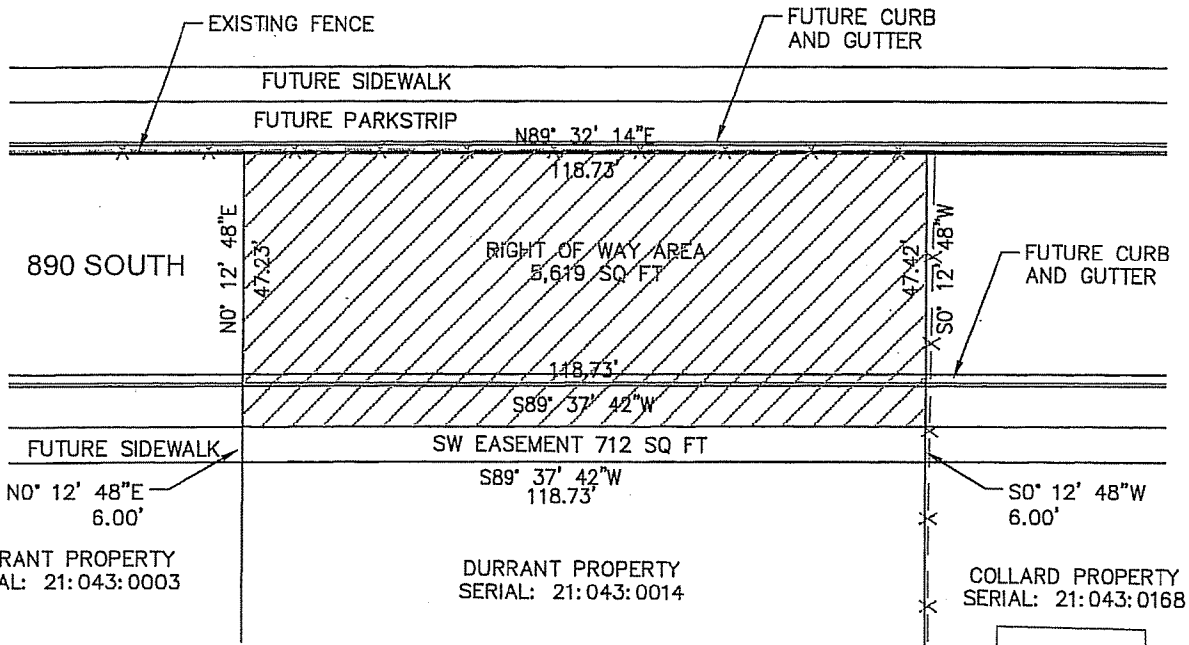
# ROW DEDICATION - SIDEWALK EASEMENT EXHIBIT

DURRANT PROPERTY SERIAL NUMBER 21:043:0014



SCALE 1" = 30'

COLLARD PROPERTY  
SERIAL: 21:040:0077



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PLOT DATE: May 03, 2017

**WILDING**  
ENGINEERING

14781 SOUTH HERITAGE CREEK WAY  
BLUFFDALE, UTAH 84086  
801.885.8112  
WWW.WILDINGENGINEERING.COM

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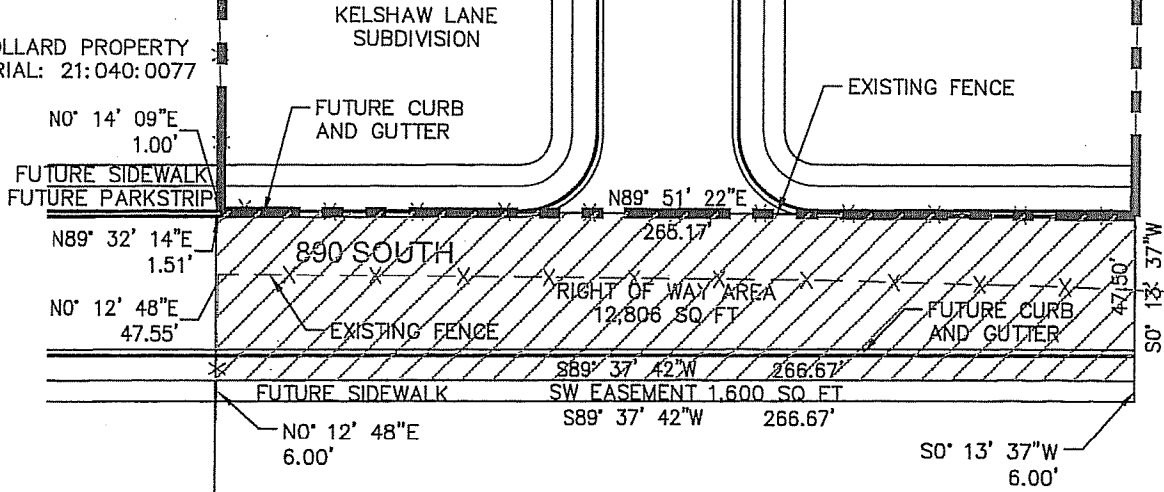
# ROW DEDICATION - SIDEWALK EASEMENT EXHIBIT

DURRANT PROPERTY SERIAL NUMBER 21:043:0016



SCALE 1" = 50'

COLLARD PROPERTY  
SERIAL: 21:040:0077



COLLARD PROPERTY  
SERIAL: 21:043:0168

DURRANT PROPERTY  
SERIAL: 21:043:0016

**WILDING**  
ENGINEERING

14781 SOUTH HERFORDS QUEST WAY  
BLUFFDALE, UTAH 84066  
801.883.8113  
WWW.WILDINGENGINEERING.COM

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PLOT DATE: May 03, 2017

12.18-2017

8A 12-21-17

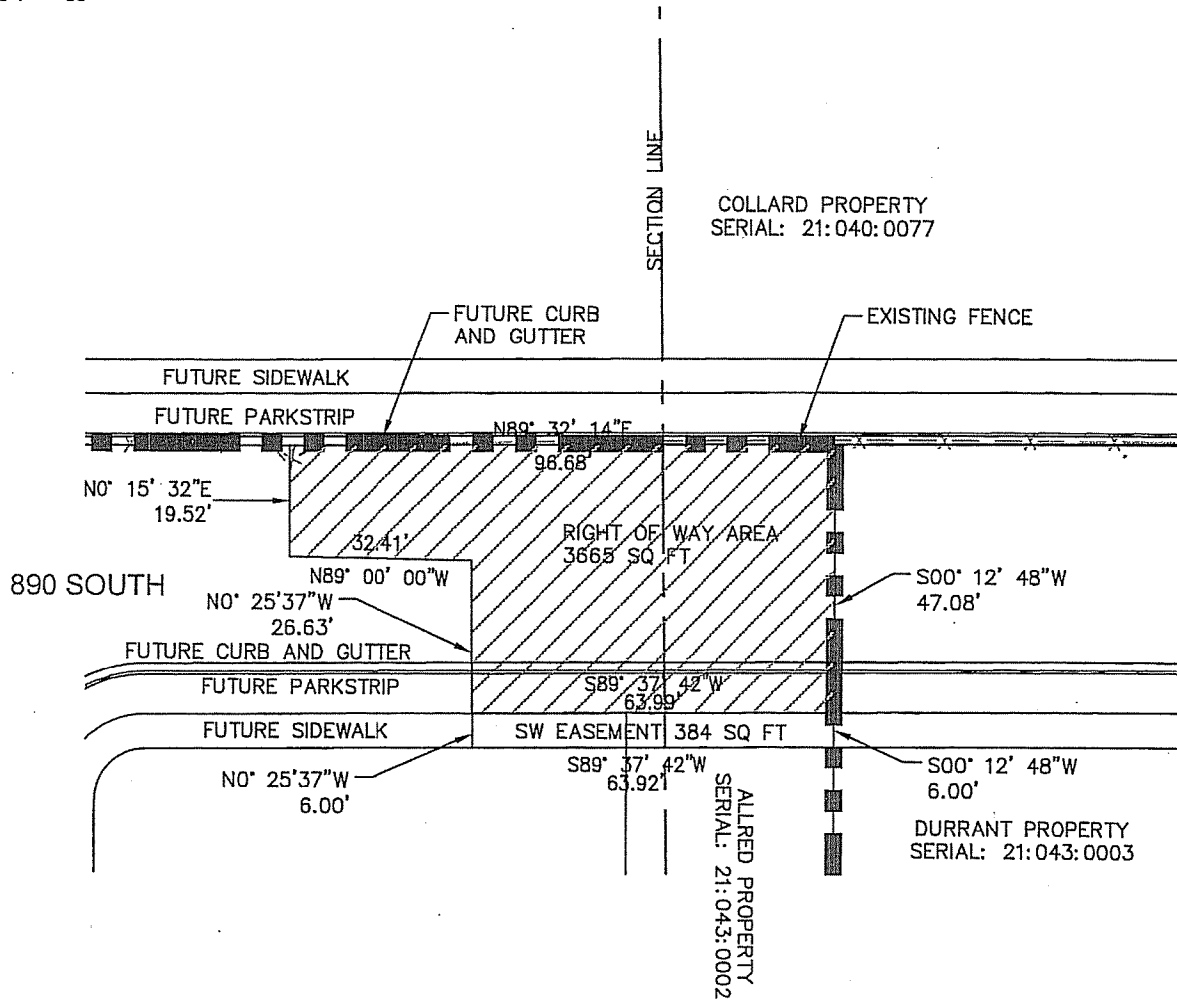
12-21-17

# ROW DEDICATION - SIDEWALK EASEMENT EXHIBIT

ALLRED PROPERTY SERIAL NUMBER 21:043:0002



SCALE 1" = 30'



**WILDING**  
ENGINEERING

14781 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84005  
801.888.8118  
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PLOT DATE: May 03, 2017

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12-18-2017

12.21.17  
970

**Exhibit 2**  
**Legal Descriptions of the Roadway Easement (by Parcel)**

The Roadway Easement shall be recorded in the Utah County Recorder's Office, State of Utah, against each of the affected parcels of real property identified by the Tax Serial Numbers listed below. The Roadway Easement traverses over and through the portions of each such parcel described in the attached legal descriptions.

Parcel 21-040-0077 (Collard Parcel)

Parcel 21-043-0168 (Collard Parcel)

Parcel 21-043-0003 (Meine Trust Parcel)

Parcel 21-043-0014 (Meine Trust Parcel)

Parcel 21-043-0016 (Meine Trust Parcel)

Parcel 21-043-0002 (Allred Parcel)

See the attached legal descriptions of the affected portions of each of the above-referenced parcels.

SA 12.21.17

12.18.2017



SMP  
12-21-17**COLLARD****PARCEL 21:040:0077****RIGHT OF WAY DEDICATION**

The basis of bearing for this description is North 00°32'12" West from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian to the North Quarter Corner of said Section 11.

Beginning at the southeast corner of Grantor's property at a point North 00°32'12" West 1830.29 Feet and North 89°27'48" East 323.68 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence South 89°32'14" West, along said south line, 389.58 feet;

thence South 89°56'55" West, continuing along said south line, 133.12 feet to the Grantor's west line;

thence North 00°00'18" West, along said west line, 8.33 feet;

thence North 89°37'42" East 522.73 feet to the east line of Grantor's property;

thence South 00°14'09" West, along said east line, 8.45 feet to the point of beginning.

Contains 4573 SF more or less.

12-18-2017  
[Signature]

SA 12-21-17

12-21-17  
JMP

**COLLARD**  
**PARCEL 21:043:0168**

**RIGHT OF WAY DEDICATION**

The basis of bearing for this description is North 00°32'12" West from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian to the North Quarter Corner of said Section 11.

Beginning on the west line of the Grantor's property at a point North 00°32'12" West 1782.97 Feet and North 89°27'48" East 244.01 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence North 00°12'48" East, along said west line, 47.42 feet to the north line of Grantor's property;  
thence North 89°32'14" East, along said north line, 77.55 feet to the east line of Grantor's property;  
thence South 00°12'48" West, along said east line, 47.55 feet;  
thence South 89°37'42" West 77.55 feet to the point of beginning  
Contains 3,682 SF more or less.

**SIDEWALK EASEMENT**

Beginning on the west line of the Grantor's property at a point North 00°32'12" West 1782.97 Feet and North 89°27'48" East 244.01 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence North 89°37'42" East 77.55 feet to the east line of Grantor's property;  
thence South 00°12'48" West, along said east line, 6.00 feet;  
thence South 89°37'42" West 77.55 feet, to the west line of Grantor's property;  
thence North 00°12'48" East, along said west line, 6.00 feet to the point of beginning.  
Contains 465 SF more or less.

12-18-2017  
JMP

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12.21.17  
APP**DURRANT****PARCEL 21:043:0003****RIGHT OF WAY DEDICATION**

The basis of bearing for this description is North 00°32'12" West from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian to the North Quarter Corner of said Section 11.

Beginning on the west line of the Grantor's property at a point North 00°32'12" West 1783.59 Feet and North 89°27'48" East 30.17 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence North 00°12'48" East, along said west line, 47.08 feet to the north line of Grantor's property;

thence North 89°32'14" East, along said north line, 95.12 feet to the east line of Grantor's property;

thence South 00°12'48" West, along said east line, 47.23 feet;

thence South 89°37'42" West 95.11 feet to the point of beginning.

Contains 4,485 SF more or less.

**SIDEWALK EASEMENT**

Beginning on the west line of the Grantor's property at a point North 00°32'12" West 1783.59 Feet and North 89°27'48" East 30.17 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence North 89°37'42" East 95.12 feet to the east line of Grantor's property;

thence South 00°12'48" West, along said west line, 6.00 feet;

thence South 89°37'42" West 95.11 feet, to the west line of Grantor's property;

thence North 00°12'48" East, along said west line, 6.00 feet to the point of beginning.

Contains 571 SF more or less.

12-18-2017  
APP

SA 12-21-17

JMP  
12-21-17

**DURRANT  
PARCEL 21:043:0014**

**RIGHT OF WAY DEDICATION**

The basis of bearing for this description is North 00°32'12" West from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian to the North Quarter Corner of said Section 11.

Beginning on the west line of Grantor's property at a point North 00°32'12" West 1783.31 Feet and North 89°27'48" East 125.28 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence North 00°12'48" East, along said west line, 47.23 feet to the north line of Grantor's property;

thence North 89°32'14" East, along said north line, 118.73 feet to the east line of Grantor's property;

thence South 00°12'48" West, along said east line, 47.42 feet;

thence South 89°37'42" West 118.73 feet to the point of beginning.

Contains 5,619 SF more or less.

**SIDEWALK EASEMENT**

Beginning on the west line of Grantor's property at a point North 00°32'12" West 1783.31 Feet and North 89°27'48" East 125.28 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running


thence North 89°37'42" East 118.73 feet to the east line of Grantor's property;

thence South 00°12'48" West, along said east line, 6.00 feet;

thence South 89°37'42" West 118.73 feet, to the west line of Grantor's property;

thence North 00°12'48" East, along said west line, 6.00 feet to the point of beginning.

Contains 712 SF more or less.

12-18-2017  


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JPP**DURRANT****PARCEL 21:043:0016****RIGHT OF WAY DEDICATION**

The basis of bearing for this description is North 00°32'12" West from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian to the North Quarter Corner of said Section 11.

Beginning on the west line of the Grantor's property at a point North 00°32'12" West 1782.75 Feet and North 89°27'48" East 321.56 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence North 00°12'48" East, along said west line, 47.55 feet;  
thence North 89°32'14" East 1.51 feet;  
thence North 00°14'09" East 1.00 feet to the north line of Grantor's property;  
thence North 89°51'22" East, along said north line, 265.17 feet to the east line of Grantor's property;  
thence South 00°13'37" West, along said east line, 47.50 feet;  
thence South 89°37'42" West 266.67 feet to the point of beginning.  
Contains 12,806 SF more or less.

**SIDEWALK EASEMENT**

Beginning on the west line of the Grantor's property at a point North 00°32'12" West 1782.75 Feet and North 89°27'48" East 321.56 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running

thence North 89°37'42" East 266.67 feet, to the east line of Grantor's property;  
thence South 00°13'37" West, along said east line, 6.00 feet;  
thence South 89°37'42" West 266.67 feet, to the west line of Grantor's property;  
thence North 00°12'48" East, along said west line, 6.00 feet to the point of beginning.  
Contains 1,600 SF more or less.

12/18/2017  
JPP

SA 12-21-17

DJA  
12.21.17**ALLRED****PARCEL 21:043:0002****RIGHT OF WAY DEDICATION**

The basis of bearing for this description is North 00°32'12" West from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian to the North Quarter Corner of said Section 11.

Beginning on the west line of the Grantors property at a point North 00°32'12" West 1783.77 Feet and South 89°27'48" West 33.82 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running thence along said west line the following three (3) courses:

- (1) North 00°25'37" West 26.63 feet;
  - (2) North 89°00'00" West 32.41 feet;
  - (3) North 00°15'32" East 19.52 feet to the north line of Grantor's property; thence North 89°32'14" East, along said north line, 96.68 feet to the east line of grantor's property;
- thence South 00°12'48" West, along said east line, 47.08 feet;  
thence South 89°37'42" West 63.99 feet to the point of beginning.  
Contains 3,665 SF more or less.

**SIDEWALK EASEMENT**

Beginning on the west line of the Grantors property at a point North 00°32'12" West 1783.77 Feet and South 89°27'48" West 33.82 Feet from the South Quarter Corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian and running thence;

thence North 89°37'42" East 63.99 feet to the east line of Grantors property;  
thence South 00°12'48" West, along said east line, 6.00 feet;  
thence South 89°37'42" West 63.92 feet to the west line of Grantors property;  
thence North 00°25'37" West, along said west line, 6.00 feet to the point of beginning.  
Contains 384 SF more or less.

SMA 12-21-17

12-16-2017  
DJA

APP  
12-21-17

**EXHIBIT "C"**  
**Map of Roadway Easement**

See attachment

12/18/2017  
Q

SIA 12-21-17

12-21-17

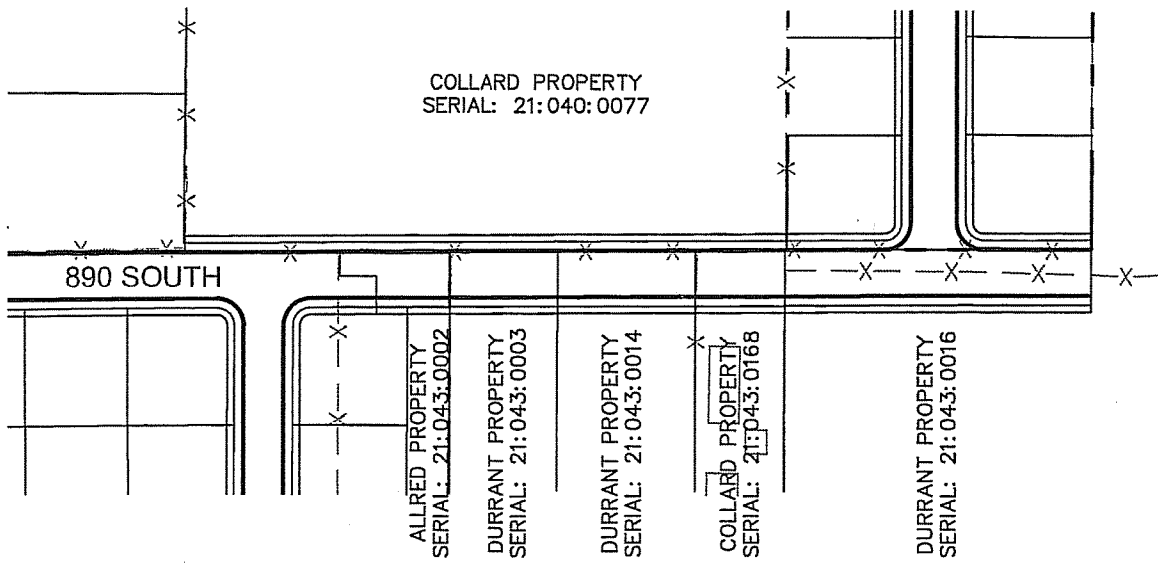


# EASEMENT MAP

## DEPICTION OF ROADWAY EASEMENT

### EXHIBIT "C"

SCALE 1" = 150'




**WILDING**  
ENGINEERING

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PLOT DATE: May 03, 2017

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12-18-2017