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4/28/2008 3:44:00 PM \$23.00  
Book - 9599 Pg - 9825-9831  
Gary W. Ott  
Recorder, Salt Lake County, UT  
LANDMARK TITLE  
BY: eCASH, DEPUTY - EF 7 P.

When Recorded Return To:  
Jordan Heights Homeowners Association, Inc.  
c/o The Boyer Company  
90 South 400 West #200  
Salt Lake City, Utah 84101

## EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made this 27<sup>th</sup> day of April, 2008, by and between **BOYER JORDAN HEIGHTS, L.C.**, a Utah limited liability company ("**Boyer**") and **JORDAN HEIGHTS HOMEOWNERS ASSOCIATION, INC.**, a Utah corporation ("**Jordan Heights**")

### RECITALS

- A. Boyer is the record owner of certain real property located in Salt Lake County, State of Utah, which is more particularly described on Exhibit "A" attached hereto (the "**Boyer Property**"), and
- B. Jordan Heights is interested in obtaining an easement over the Boyer Property for the installation, maintenance and repair of a monument sign to be located on that portion of the Boyer Property described on Exhibit "B" attached hereto (the "**Easement Area**")

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Boyer and Jordan Heights hereby covenant and agree as follows:

1. Boyer grants to Jordan Heights the following perpetual, nonexclusive easements (the "**Easements**"): (i) an easement for ingress and egress for pedestrian and vehicular access over those portions of the Boyer Property designated and improved by the owner of the Boyer Property for such uses from time to time, for the purpose of gaining access to the Easement Area, and (ii) an easement on, over, along and across the Easement Area for the installation, maintenance and repair of a monument sign.
2. Jordan Heights shall, at its expense, promptly restore and thereafter maintain the surface of the Easement Area, in accordance with commercially reasonable standards, following the completion of work which may occur on or around the monument from time to time.

3. Jordan Heights shall protect, hold harmless and indemnify Boyer from and against any and all claims, suits or damages arising from or in any way related to the use of the Easement Property by Jordan Heights or any party acting directly or indirectly for or on behalf of Jordan Heights.
4. Except as herein provided, Boyer shall retain the full use and enjoyment of the Easement Property.
5. The terms, covenants and conditions set forth herein shall run with the title to the Boyer Property and the Easement Area and shall bind future owners and others claiming an interest in the Boyer Property or the Easement Area.
6. In the event of a default in the terms of this Agreement, the party alleging a default shall be entitled to bring an action against the other party for an injunction, damages, or other relief and the party prevailing in such action shall be entitled to recover from the other party all costs and expenses of such suit, including reasonable attorneys' fees, whether such costs, expenses and attorneys' fees are incurred before or after judgment.
7. Any notice or demand to be given pursuant to the terms of this Agreement shall be in writing and personally served or sent by certified mail to the respective party at the following address:

**BOYER:**

Boyer Jordan Heights, L.C.  
c/o The Boyer Company  
90 South 400 West #200  
Salt Lake City, Utah 84101

**JORDAN HEIGHTS:**

Jordan Heights Homeowners Association, Inc.  
c/o The Boyer Company  
90 South 400 West #200  
Salt Lake City, Utah 84101

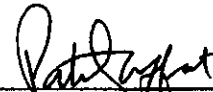
8. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the Easement and the Easement Area and supersedes in all respects any and all prior discussions as well as all prior understandings or agreements involving said Easements and Easement Area, whether verbal or written.
9. The parties who have executed this Agreement represent that (i) they have authority to act for and bind the respective entities named as parties hereto and (ii) the entities are valid and in good standing at the date hereof.

**BOYER JORDAN HEIGHTS, L.C.,**  
a Utah limited liability company

By: 

Its: Manager

**JORDAN HEIGHTS HOMEOWNERS ASSOCIATION, INC.,**  
a Utah corporation

By: 

Its: SECRETARY

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 1 day of April, 2008, personally appeared before me Steven B. Ostler, the Manager of Boyer Jordan Heights, L.C., a Utah limited liability company, who duly acknowledged to me that he executed the foregoing instrument in accordance with the terms of the Articles of Organization and Operating Agreement of said limited liability company.

Misty Lundward  
Notary Public  
Commission Expires: May 12, 2010  
Residing: Salt Lake



STATE OF UTAH  
COUNTY OF SALT LAKE

On the 7 day of April, 2008, personally appeared before me Patrick Moffat,  
the Secretary of Jordan Heights Homeowners Association, Inc., a Utah  
corporation, who duly acknowledged to me that he executed the foregoing instrument in  
accordance with a resolution of its Board of Directors.

Misty Landward  
Notary Public  
Commission Expires: Salt Lake May 12, 2010  
Residing:



**EXHIBIT "A"**

Beginning at a point on the Westerly line of 4000 West Street, said point being South 0°08'05" East 2518.77 feet along the Section line, and South 89°51'55" West 42.50 feet from the Northwest corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along a 3467.00 foot radius curve to the right 392.19 feet (center bears North 00°15'08" East, chord bears North 86°30'26" West 391.98 feet); thence North 82°40'41" West 23.33 feet to a point on the Easterly line of the Welby Jacob Water Users Company property as described in that certain Quit-Claim Deed recorded July 17, 2006 as Entry No. 9784421, in Book 9322, at Page 8533 in the office of the Salt Lake County Recorder; thence along said Welby Jacob Water Users Company property the following 3 courses: (1) North 36°47'01" East 54.28 feet; (2) North 47°08'49" East 142.99 feet; (3) North 51°50'04" East 289.97 feet to a point on the Westerly line of said 4000 West Street; thence along said street the following 3 courses: (1) South 14°59'39" East 115.57 feet to a point on a 557.50 foot curve to the right (center bears South 75°00'21" West); (2) 144.58 feet Southerly along said curve (chord bears South 7°33'52" East 144.18 feet); (3) South 0°08'05" East 92.26 feet to the point of beginning.

[NOTE: The above described land is also described in the official records of the Salt Lake County Recorder as: **"PARCEL B" (FUTURE PHASE), JORDAN HEIGHTS PLANNED UNIT DEVELOPMENT PHASE 1**, pursuant to that certain plat filed in Book "2006P" of Plats, at Page 237 of the Official Records of the Salt Lake County Recorder.]

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For Reference Purposes Only: Tax Parcel ID No. 27-19-200-011

EXHIBIT "B"  
(PAGE OF 1 OF 2)

BEING A PORTION OF PARCEL B OF THE JORDAN HEIGHTS PHASE 1 PUD,  
FILED IN BOOK 2006 AT PAGE 237, OFFICE OF THE SALT LAKE COUNTY  
RECORDER, LOCATED IN THE CITY OF SOUTH JORDAN, COUNTY OF SALT  
LAKE, STATE OF UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 3  
SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG  
THE WEST LINE OF SAID SECTION, SOUTH 00°08'05" EAST 2479.35 FEET AND  
SOUTH 89°51'55" WEST 42.50 FEET TO THE WESTERLY RIGHT OF WAY OF  
4000 WEST, THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF  
WAY, SOUTH 00°08'05" EAST 10.00 FEET; THENCE SOUTH 89°51'55" WEST  
10.15 FEET; THENCE NORTH 00°08'05" WEST 10.00 FEET; THENCE NORTH  
89°51'55" EAST 10.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 101 SQUARE FEET OR 0.002 ACRES.

