



ENT 112931:2013 PG 1 of 8  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Dec 11 3:09 pm FEE 27.00 BY CLS  
RECORDED FOR ERICKSON, MATT

When Recorded, Mail To:  
Ernie Willmore  
ICO MULTIFAMILY HOLDINGS LLC  
978 Woodoak Lane  
Salt Lake City, Utah 84117

Tax Parcel No. \_\_\_\_\_

(Space above for Recorder's use only)

**CROSS ACCESS AND UTILITY EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "**Agreement**") is entered into to be effective this 10<sup>th</sup> day of December, 2013, by and between ICO Multifamily Holdings, LLC, a Utah limited liability company ("**Grantee**"), and Unit Owners at Belle Monet Condominium, an association of condominium owners under Utah's Condominium Ownership Act ("**Grantor**"). Grantee and Grantor are sometimes referred to individually as a "**Party**," and collectively as the "**Parties**."

**RECITALS**

A. Grantee is the owner of certain real property ("**Grantee's Property**") known to the Parties as the Residences at Mayfield Subdivision situated in Utah County, State of Utah.

B. Grantor is the owner of certain real property ("**Grantor's Property**") known to the Parties as the Common Areas of the Belle Monet Subdivision situated in Utah County, State of Utah.

C. Grantee desires to obtain a perpetual, non-exclusive easement on, over, and across a portion of the Grantor's Property, for the benefit of Grantee, and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

D. Grantor desires to obtain a perpetual, non-exclusive easement on, over, and across a portion of the Grantee's Property, for the benefit of Grantor, and for the purposes more particularly described herein. Grantee is willing to grant the easement to Grantor for such purposes, subject to the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for consideration of \$10,000, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement on Grantor's Property. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby conveys unto Grantee a perpetual, non-

exclusive easement (“**Easement**”) on, over, and across that portion of the Grantee’s Property more particularly described on Exhibit A, labeled as Easement 2, attached hereto and incorporated herein by this reference (“**Easement Area**”). Should there be any discrepancy between the legal description and the drawing, the legal description will control. The Easement granted in this Section 1 shall be for the purposes of installing, inspecting, maintaining, repairing, and replacing an access roadway across Grantor’s Property for ingress and egress to Grantee’s Property, including all related Improvements. The Easement granted in this Section 1 shall also be for the purpose of tying into, using, maintaining, repairing, and replacing utility connection points across Grantor’s Property, provided that a professional engineer can certify available capacity. (The Easement Area and Reciprocal Easement Area are referenced below jointly as the “**Access Easement Area**”)

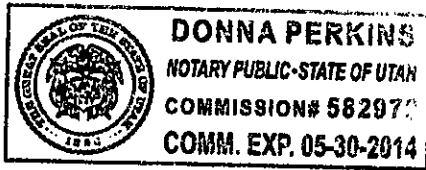
2. Reciprocal Grant of Easement and Grantee’s Property. In consideration of the covenants and agreements hereinafter set forth, Grantee hereby conveys unto Grantor a perpetual, non-exclusive easement (“**Reciprocal Easement**”) on, over, and across that portion of the Grantee’s Property more particularly described and depicted on Exhibit A, labeled as Easements 1, 3, and 4, attached hereto and incorporated herein by this reference (“**Reciprocal Easement Area**”). Should there be any discrepancy between the legal description and the drawing, the legal description will control. The Reciprocal Easement granted in this Section 2 shall be for the purposes of installing, inspecting, maintaining, repairing, and replacing an access roadway across Grantee’s Property for ingress and egress to Grantor’s Property, including grading, fill, road-base, asphalt, curb and gutter as may be necessary or useful to the use of such easement, together with such other improvements as may from time to time be required by Pleasant Grove City and its agencies, and as may be mutually agreed (“**Improvements**”)

3. Installation, Maintenance and Restoration. The Grantee shall, at its own cost and expense, install, maintain and repair the Improvements and any and all related Improvements, in good order and safe condition. The Grantee shall promptly repair any damage to the Access Easement Area and Improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by the Grantee and/or that the Grantee’s Agents while installing, maintaining and repairing the Improvements. Maintenance and repairs to be undertaken and performed under this agreement shall include the following, among other necessary repairs: the right to excavate for, replace, maintain and repair such utility lines as shall be necessary from time to time, together with access to the necessary and proper meters, valves and other appliance and fittings. Maintenance and repairs shall also include, without limitation, repairing and replacing the access easement road surface and all other necessary work required to maintain the Access Easement Area in a condition that will allow for reasonable and safe vehicular access.

4. Indemnification. Both parties shall indemnify the other party, their affiliated companies and its and their employees, officers, members, attorneys, agents, representatives and professional consultants and its and their respective successors and assigns harmless from and



WITNESS my hand and official seal.



Donna Perkins  
Notary Public for Utah

**GRANTOR:**

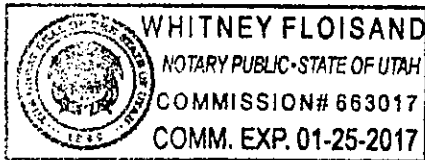
UNIT OWNERS AT BELLE MONET CONDOMINIUM  
an association of condominium owners under Utah's Condominium Ownership Act

[Signature]  
By: Kiley Powell  
Its: President

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 10 day of December, 2013, personally appeared before me Kiley Powell, personally known to me to be the President of, UNIT OWNERS AT BELLE MONET CONDOMINIUM, an association of condominium owners under Utah's Condominium Ownership Act, who acknowledged before me that he signed the foregoing instrument as the President for UNIT OWNERS AT BELLE MONET CONDOMINIUM, and that said instrument is the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company and that said company executed the same.

WITNESS my hand and official seal.



Whitney Floisand  
Notary Public for the  
State of Utah



**Residence at Mayfield Access and Public Utility Easement****Future 150 South Street**

Beginning at a point being North 89°37'36" East 455.16 feet along the section line and North 2,300.84 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running

thence North 00°47'06" East 40.00 feet;  
 thence East 582.40 feet to the Westerly Right-of-Way Line of the North County Boulevard;  
 thence Southeasterly 34.64 feet along the arc of a 6,056.00 foot radius curve to the left (center bears North 83°24'21" East and the chord bears South 06°45'29" East 34.64 feet with a central angle of 00°19'40") along the Westerly Right-of-Way Line of said North County Boulevard;  
 thence South 83°21'48" West 48.48 feet;  
 thence West 538.87 feet to the point of beginning.

Contains 23,264 square feet or 0.534 acres

**Residence at Mayfield Access and Public Utility Easement****Easement No. 1 (Monet Drive, Chateau Drive and 250 South on Mayfield property)**

Beginning at a point being North 89°37'36" East 505.91 feet along the section line and North 1,878.77 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running

thence Northeasterly 60.33 feet along the arc of a 28.00 foot radius curve to the left (center bears North 00°04'07" East and the chord bears North 28°20'47" East 49.32 feet with a central angle of 123°26'39");  
 thence Northwesterly 28.69 feet along the arc of a 76.63 foot radius curve to the left (center bears South 56°37'28" West and the chord bears North 44°06'01" West 28.52 feet with a central angle of 21°26'58");  
 thence Northwesterly 99.59 feet along the arc of a 102.63 foot radius curve to the right (center bears North 35°10'30" East and the chord bears North 27°01'28" West 95.73 feet with a central angle of 55°36'04");  
 thence North 00°49'47" East 54.22 feet;  
 thence North 89°03'49" West 14.62 feet;  
 thence North 00°48'56" East 30.00 feet;  
 thence South 89°03'50" East 14.63 feet;  
 thence North 00°49'47" East 188.38 feet;  
 thence East 34.15 feet;  
 thence Southwesterly 22.83 feet along the arc of a 27.50 foot radius curve to the left (center bears South 43°51'11" East and the chord bears South 22°22'02" West 22.18 feet with a central angle of 47°33'34");  
 thence South 00°49'47" West 252.45 feet;  
 thence Southeasterly 74.35 feet along the arc of a 76.63 foot radius curve to the left (center bears South 89°13'56" East and the chord bears South 27°01'45" East 71.47 feet with a central angle of 55°35'38");  
 thence Southeasterly 86.26 feet along the arc of a 102.63 foot radius curve to the right (center bears South 35°10'26" West and the chord bears South 30°44'53" East 83.74 feet with a central angle of 48°09'23");

thence Southeasterly 21.80 feet along the arc of a 15.00 foot radius curve to the left (center bears North 83°19'49" East and the chord bears South 48°18'02" East 19.93 feet with a central angle of 83°15'42");

thence South 89°55'53" East 227.02 feet;

thence Northeasterly 44.02 feet along the arc of a 28.00 foot radius curve to the left (center bears North 00°04'07" East and the chord bears North 45°02'04" East 39.62 feet with a central angle of 90°04'07");

thence North 374.59 feet;

thence Northwesterly 21.57 feet along the arc of a 28.00 foot radius curve to the left (center bears West and the chord bears North 22°04'14" West 21.04 feet with a central angle of 44°08'28");

thence East 41.81 feet;

thence Southwesterly 21.57 feet along the arc of a 28.00 foot radius curve to the left (center bears South 45°51'32" East and the chord bears South 22°04'14" West 21.04 feet with a central angle of 44°08'28");

thence South 370.14 feet;

thence Southeasterly 49.18 feet along the arc of a 28.00 foot radius curve to the left (center bears East and the chord bears South 50°19'03" East 43.10 feet with a central angle of 100°38'07");

thence North 79°21'53" East 45.33 feet;

thence South 10°45'09" East 30.00 feet;

thence South 79°21'53" West 75.32 feet;

thence North 89°55'53" West 3.26 feet;

thence North 07°33'49" East 21.91 feet;

thence West 355.08 feet;

thence North 00°13'11" West 8.70 feet;

thence North 89°55'53" West 11.10 feet to the point of beginning.

Contains 29,239 Square Feet or 0.671 Acres

**Residence at Mayfield Access and Public Utility Easement**

**Easement No. 2 (250 South on Belle Monet property)**

Beginning at a point being North 89°37'36" East 517.12 feet and North 1,848.68 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running

thence North 00°13'11" West 21.30 feet;

thence East 355.08 feet;

thence South 07°34'11" West 21.89 feet;

thence North 89°56'04" West 352.11 feet to the point of beginning.

Contains 7,602 square feet or 0.175 acres

**Residence at Mayfield Access and Public Utility Easement**

**Easement No. 3 (250 South on Downtown Village II, LLC property)**

Beginning at a point being North 89°37'36" East 946.53 feet and North 1,859.36 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running

thence North 10°45'09" West 30.00 feet;

thence North 79°21'53" East 130.29 feet;

thence South 30°33'29" West 39.87 feet;

thence South 79°21'53" West 103.97 feet to the point of beginning.

Contains 3,514 square feet or 0.081 acres

**Residence at Mayfield Access and Public Utility Easement**

**Easement No. 4 (250 South on L & M Smith Properties, LLC property)**

Beginning at a point being North 89°37'36" East 1,048.72 feet and North 1,877.89 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running

thence North 30°33'29" East 39.87 feet;

thence North 79°21'53" East 32.80 feet;

thence South 10°56'26" East 30.00 feet;

thence South 79°21'53" West 59.22 feet to the point of beginning.

Contains 1,380 square feet or 0.032 acres