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6/16/2014 12:14:00 PM \$27.00  
Book - 10238 Pg - 3644-3651  
Gary W. Ott  
Recorder, Salt Lake County, UT  
DURHAM, JONES AND PINEGAR  
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED, MAIL TO:

Paul M. Durham  
DURHAM JONES & PINEGAR  
111 E. Broadway, Suite 900  
Salt Lake City, Utah 84111

Affects Parcel Nos.  
22-15-179-001 and  
22-15-329-016-0000

**FIRST AMENDED DECLARATION AND GRANT  
OF  
DRAINAGE EASEMENT**

THIS FIRST AMENDED DECLARATION AND GRANT OF DRAINAGE EASEMENT (this "Declaration") is made and entered into as of the 12 day of June, 2014, by DREYFOUS FARMS, LLC, a Utah limited liability company, with an address at 5950 South 2300 East, Salt Lake City, Utah 84121 ("Owner"). This First Amended Declaration and Grant of Drainage Easement amends and supersedes that certain Declaration and Grant of Drainage Easement dated May 12, 2014, and recorded as Entry No. 11848274, in Book 10230 at Pages 3675-3682.

RECITALS

- A. Owner is the fee title owner of Lot 20, Cottonwood Glade Subdivision, Salt Lake County, State of Utah ("Lot 20"), as described in Exhibit "A" hereto, (the "burdened parcel").
- B. Owner is also the fee title owner of Lots 1 and 2, Dreyfous Farms Subdivision, Salt Lake County, State of Utah ("Lots 1 and 2") as described in Exhibit "B" hereto (the "benefitted parcel").
- C. Owner desires to declare and reserve ten (10) foot wide perpetual easement for drainage of surface water along that certain area described in Exhibit "C" hereto (the "Easement") across Lot 20 for the benefit of Lots 1 and 2, on the terms and conditions set forth herein.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration, as well as the benefits to be derived herefrom and other good and valuable consideration, Owner hereby declares as follows:

## TERMS

1. Grant of Easement. Owner, as the owner of Lot 20, grants and conveys to Owner for the benefit of the owner of Lots 1 and 2, a permanent, nonexclusive easement (the "Easement") upon, over and across Lot 20 for drainage of surface water from Lots 1 and 2 over and across Lot 20 as provided herein. The easement shall be for a width of ten (10) feet beginning at the east boundary of lot 20 and running along the south boundary of Lot 20 to the canal located on the west boundary of Lot 20 (the "Easement Property"). The Easement shall be used by the owner of Lots 1 and 2 solely to provide for the proper drainage of surface waters from Lots 1 and 2 over and across Lot 20 to the canal located on the west boundary of Lot 20, as necessary.

2. Nonexclusive Use. Exclusive use of the Easement Property is not granted. Instead, Owner, as the owner of Lot 20, expressly reserves the right to make any use of the Easement Property and to grant others the right to use the Easement Property so long as any such use does not permit any person to unreasonably interfere with the non-exclusive right and easement for drainage which is herein granted to the owner of Lots 1 and 2.

3. Permitted Use. The use of the Easement granted herein shall be limited to such uses as are described herein, which uses shall be made in such a manner as will least interfere with the use of Lot 20 by the owner thereof. To facilitate drainage, the owner of Lots 1 and 2 shall install an "ADS" or similar drainage pipe underground, with a diameter in compliance with the applicable local code, in the Easement Property with an appropriate clean out at any 90 degree bend in the pipe. Additionally, the owner of Lots 1 and 2 shall install protective and safety measures, such as caps and grates on both ends of the drainage pipe, in compliance with the applicable local code and based on owner's judgment and experience. The owner of Lot 20 may use the surface of the Easement Property for landscaping purposes, to the extent not interfering with the drainage purposes of the Easement.

4. Amendment and Termination; No Merger. This Declaration may not be amended or modified except with the consent of the owner of Lot 20 and the owner of Lots 1 and 2 and, then, only by written instrument duly executed, acknowledged and recorded in the office of the County Recorder of Salt Lake County, Utah. Notwithstanding that Owner is the fee title owner of both Lot 20 and Lots 1 and 2 at the time of this Declaration, it is the intention of the Owner that the doctrine of merger shall not apply so long as Owner is the fee title owner of both Lot 20 and Lots 1 and 2, so that the Easement is not terminated or extinguished by the doctrine of merger.

5. Default. No person shall be deemed to be in default of any provision of this Declaration except upon the expiration of thirty (30) days from receipt

of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including, without limitation, specific performance, reasonable expenses, attorney fees and costs.

6. Maintenance of the Easement Property. The owners of Lots 1 and 2 shall be jointly responsible for the care and maintenance of the Easement Property and any pipe installed in the Easement Property, in equal shares at their sole cost and expense. The owners of Lots 1 and 2 shall have the right, as reasonably necessary, to access the Easement Property from time to time for the installation and maintenance of any pipe installed on the Easement Property but in so doing, they shall preserve and protect any landscaping on the Easement Property to the greatest extent possible. When such access is required, the owners of Lots 1 and 2 shall notify the owner of Lot 20 at least 24 hours in advance. Should such access be motivated by an emergency event, the owners of Lots 1 and 2 are not required to notify the owner of Lot 20.

7. Payment of Property Taxes. The owner of Lot 20 and the owner of Lots 1 and 2 shall each shall bear their own respective costs and liabilities associated with all real estate taxes or other assessments levied by competent authorities upon their respective fee properties.

8. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

9. No Joint Venture; Construction. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

10. Choice of Law; Recordation. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Salt Lake County, Utah.

11. Successors and Assigns; Run with the Land. All of the provisions in this Declaration, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the fee title owners of Lot 20 and Lots 1 and 2, respectively. The covenants agreed to and the restrictions imposed herein shall

continue as a servitude running with Lots 1 and 2 and Lot 20, respectively. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land in perpetuity.

12. Miscellaneous. The paragraph and other headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Declaration. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neuter, and vice versa. The recital paragraphs set forth above are expressly incorporated in this Declaration by this reference.

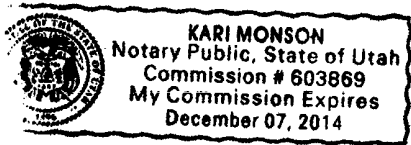
IN WITNESS WHEREOF, Owner hereby enters into this Declaration effective as of the date first indicated above.

OWNER: DREYFOUS FARMS, LLC,  
a Utah limited liability company

By: Margaret C. Dreyfous  
Name: Margaret C. Dreyfous  
Title: Manager

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2 day of June, 2014, by Margaret C. Dreyfous, the Manager of DREYFOUS FARMS, LLC, a Utah limited liability company.



Kari Monson  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LOT 20**

Property located in Salt Lake County, Utah, more particularly described as follows:

All of Lot 20, COTTONWOOD GLADE SUBDIVISION, according to the official records in the office of the Recorder of Salt Lake County, State of Utah.

Parcel No. 22-15-179-001-0000

EXHIBIT "B"

LEGAL DESCRIPTION OF LOTS 1 and 2

Property located in Salt Lake County, Utah, more particularly described as follows:

All of Lots 1 and 2, DREYFOUS FARMS SUBDIVISION, according to the official records in the office of the Recorder of Salt Lake County, State of Utah.

Also described as:

(As to Lot 1 above)

BEGINNING AT A FENCE LINE INTERSECTION, SAID FENCE LINE RUNS WESTERLY AND SOUTHERLY, SAID POINT BEING NORTH 89°50'19" WEST ALONG THE SECTION LINE 1.02 FEET AND SOUTH 00°12'50" WEST 0.46 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 00°12'50" WEST ALONG SAID FENCE LINE 339.22 FEET; THENCE 76°22'28" WEST 302.19 FEET; THENCE NORTH 00°12'50" WEST 271.32 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE SOUTH 89°21'30" EAST ALONG SAID FENCE LINE 293.96 FEET TO THE POINT OF BEGINNING.

(As to Lot 2 above)

BEGINNING AT A POINT NORTH 89°50'19" WEST ALONG THE SECTION LINE 1.02 FEET AND SOUTH 00°12'50" WEST 0.46 FEET AND SOUTH 00°12'50" WEST ALONG A FENCE LINE 339.22 FEET AND NORTH 76°22'28" WEST 302.19 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING SOUTH 00°12'50" EAST 25.54 FEET; THENCE NORTH 76°22'28" WEST 284.19 FEET; THENCE NORTH 01°11'39" WEST 3.25 FEET; THENCE SOUTH 89°16'16" WEST 91.87 FEET TO A POINT ON AN EXISTING FENCE LINE THENCE NORTHERLY ALONG SAID FENCE LINE THE FOLLOWING TWO COURSES: 1) NORTH 01°12'46" WEST 0.67

FEET 2) NORTH 00°57'20" WEST 75.65 FEET; THENCE SOUTH 66°20'10" WEST 2.89 FEET TO A POINT ON SAID EASTERLY LINE OF SHANGRILA SUBDIVISION; THENCE NORTH 00°00'45" WEST ALONG SAID EASTERLY LINE 157.05 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 20 COTTONWOOD GLADE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°59'06" EAST ALONG SAID SOUTHERLY LINE 119.04 FEET TO THE SOUTHEAST CORNER OF LOT 20 OF SAID COTTONWOOD GLEN SUBDIVISION THENCE SOUTH 00°00'53" EAST ALONG THE EXTENSION OF THE EASTERLY LINE OF SAID LOT 20 A DISTANCE OF 3.77 FEET TO SAID EXISTING FENCE LINE THAT RAN WESTERLY FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO COURSES: 1) SOUTH 89°51'54" EAST 249.53 FEET, 2) SOUTH 89°21'30" EAST 4.62 FEET; THENCE SOUTH 00°12'50" EAST 271.32 FEET TO THE POINT OF BEGINNING.

Parcel # 22-15-329-016-0000

EXHIBIT "C"

LEGAL DESCRIPTION OF 10-FOOT DRAINAGE EASEMENT

Property located in Salt Lake County, Utah, more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 20 COTTONWOOD GLADE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 89°59'06" WEST ALONG SAID SOUTH LINE 35.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 20, AND RUNNING THENCE SOUTH 89°59'06" WEST ALONG SAID SOUTH LINE 285.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH 37°34'06" EAST ALONG THE WESTERLY LINE OF SAID LOT 20 A DISTANCE OF 12.62 FEET; THENCE NORTH 89°59'06" EAST 278.08 FEET; THENCE SOUTH 00°00'53" WEST 10.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.