

11866226
6/16/2014 12:14:00 PM \$27.00
Book - 10238 Pg - 3652-3659
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,
22-15-329-016-0000 and a portion of
Parcel No. 22-15-329-106-0000

SECOND MODIFICATION OF RIGHT OF WAY EASEMENT

THIS SECOND MODIFICATION OF RIGHT OF WAY EASEMENT (this "Modification") is made and entered into as of the / 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 ("Dreyfous"), and amends and supersedes that certain Modification of Right of Way Easement dated May 12, 2014, and recorded as Entry No. 11848275, Book 10230, Pages 3683-3689 of the official records of the Salt Lake County Recorder on May 13, 2014.

RECITALS

A. On or about February 13, 1991, Happiness Farms, a Utah limited partnership, as grantor, executed and delivered that certain Quit-Claim Deed conveying the property and the Right of Way Easement (the "Easement") described therein to Jules S. Dreyfous and Margaret C. Dreyfous, as tenants in common, as recorded with the Salt Lake County Recorder, State of Utah, as Entry No. 5027353, Book 6290, Pages 2100 and 2101; and

B. Dreyfous is the successor in interest to all the rights and benefits set forth in the Easement, which granted a 50-foot right of way easement across the easterly 50 feet of Lot 20, Cottonwood Glade Subdivision, Salt Lake County, State of Utah ("Lot 20"), as described in Exhibit "A" hereto, in favor of and for the benefit of the owner of certain real property described as all of Lots 1 and 2 of the Dreyfous Farms Subdivision, Salt Lake County, State of Utah, as more particularly described in Exhibit "B" hereto, and a parcel of land including the existing barn located approximately 200 feet West of the Northwest corner of Lot 1 to be subdivided in the future for use as a single-family residence (the "Future Lot"), which shall not exceed 2.5 contiguous acres (collectively with Lots 1 and 2, the "Benefitted Property"); and

C. Dreyfous is also currently the owner of Lot 20, the property burdened by the Easement, at the time of this Modification; and

D. Dreyfous desires to reduce the size of the Easement from a 50-foot wide right of way easement to a 30-foot wide right of way easement, and to otherwise clarify the scope of the Easement, on the terms and conditions set forth herein.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Modification, as well as the benefits to be derived herefrom and other good and valuable consideration, Dreyfous hereby declares and agrees to reduce the size of the Easement as follows:

TERMS

1. Reduction in Size. Dreyfous hereby reaffirms the Easement, but agrees to reduce the size of the Easement from a 50-foot wide right of way easement to a 30-foot wide right of way easement. Dreyfous does further disclaim any and all rights in the portion of the Easement which is eliminated by such size reduction. The remaining Easement shall be located in the area described in Exhibit "C" attached hereto (the "Easement Area").

2. Permitted Use of the Easement. The original intended use and benefit of the Easement shall be unchanged, except that all future use shall be confined to the Easement Area. The Easement includes the rights of ingress and egress from the Benefitted Property to and from Pheasant Way, together with easements for utility and drainage. The benefits of the Easement are solely for the Owner of Lot 20, the owners of the Benefitted Property, and their respective family members and visitors. Other persons shall not have the right to use the Easement. No third party rights shall be created by this Modification.

3. Maintenance of Easement Property. Once the road is constructed on the Easement Area, the owners of Lots 1 and 2 shall jointly be responsible for the maintenance of the Easement Property in equal shares, including but not limited to all necessary snow removal, irrigation and landscaping.

4. Improvement of the Easement Area. The Easement Area shall be improved by the future owners of Lots 1 and 2 at their sole cost and expense with a 20-foot asphalt pavement road in the center of the Easement Area and two 5-foot landscaping strips, designed at the discretion of the future owners of Lots 1 and 2. A gate may be placed at the Southern end of the Easement Area by the owners of the Benefitted Property to restrict access to the Benefitted Property, but not at the Northern end without the prior written consent of the Lot 20 Owner. The Lot 20 Owner may install a driveway connection within the Easement Area to provide access to the remainder of Lot 20, but shall not place any buildings or other structures in the Easement Area which would materially interfere with the use or enjoyment of the Easement Area by the owners of the Benefitted Property. All improvement will comply with relevant local codes and regulations.

5. Subdivision of Future Lot. At the time the Future Lot is subdivided, the Owner thereof shall, concurrent with the recording of the subdivision plat creating such parcel,

record a reference to this document indicating that such parcel is the Future Parcel referenced herein.

6. Amendment and Termination; No Merger. This Modification may not be amended or further modified except with the consent of the owner of Lot 20 and the owner of all of Benefitted Property, 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 all properties which are benefitted and burdened by the Easement at the time of this Modification, Dreyfous reaffirms the Easement as modified hereby. It is the intention of Dreyfous that the doctrine of merger shall not apply to the Easement so long as Dreyfous is the fee title owner of Lot 20 and any of the Benefitted Property, so that the Easement is not terminated or extinguished by the doctrine of merger.

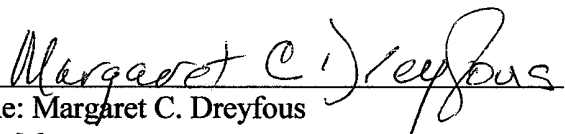
7. Successors and Assigns; Run with the Land. All of the provisions in this Modification, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the current and future owners of Lot 20 and the Benefitted Property, respectively. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running with the land in perpetuity. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land in perpetuity.

8. Miscellaneous. The paragraph and other headings contained in this Modification are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Modification. 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 Modification by this reference.

IN WITNESS WHEREOF, Owner, as owner of both the benefitted and the burdened properties referenced herein, hereby enters into this Modification effective as of the date first indicated above.

OWNER:

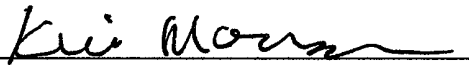
DREYFOUS FARMS, LLC,
a Utah limited liability company

By: 
Name: Margaret C. Dreyfous
Title: Manager

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

The foregoing instrument was acknowledged before me this 12 day of June, 2014, by Margaret C. Dreyfous, the Manager of DREYFOUS FARMS, LLC, a Utah limited liability company.





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 # 22-15-179-001

EXHIBIT "B"

LEGAL DESCRIPTION OF THE BENEFITTED PROPERTY

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 thereof 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

SLC_1867713.2

EXHIBIT "C"

LEGAL DESCRIPTION OF 30-FOOT RIGHT OF WAY EASEMENT

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 20 COTTONWOOD
GLADE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT
LAKE COUNTY RECORDER, AND RUNNING THENCE SOUTH 00°00'53"
EAST ALONG THE EAST LINE OF SAID LOT 20 A DISTANCE OF 140.00
FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH
89°59'06" WEST ALONG THE SOUTH LINE OF SAID LOT 20 A DISTANCE
OF 30.00 FEET; THENCE NORTH 00°00'53" WEST 140.00 FEET TO A
POINT ON THE NORTH LINE OF SAID LOT 20; THENCE NORTH
89°59'06" EAST ALONG SAID NORTH LINE 30.00 FEET TO THE POINT OF
BEGINNING.