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AFTER RECORDING PLEASE RETURN TO:

Draper GO3, L.C.
c/o The Gardner Company
90 South 400 West, Suite 360
Salt Lake City, UT 84101
Attn: Christian Gardner

11913380
09/15/2014 01:02 PM \$25.00
Book - 10260 Pg - 1667-1674
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MIDVALE CITY
655 W CENTER STREET
MIDVALE UT 84047
BY: TRP, DEPUTY - WI 8 P.

LANDSCAPE EASEMENT

THIS LANDSCAPE EASEMENT (the "**Easement**") is made this 12th day of September, 2014 by DRAPER GO3, L.C., a Utah limited liability company ("**Draper GO3**") and TAYLOR SCOTT PARTNERS, LLC, a Utah limited liability company ("**Scott**").

RECITALS:

A. Draper GO3 owns the property legally described on Exhibit A (the "Draper GO3 Property").

B. Scott owns the property legally described on Exhibit B (the "Landscape Area"), which is adjacent to the Draper GO3 Property.

NOW, THEREFORE, for the foregoing purposes, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby establishes the following easements and establish the following covenants, all of which apply to, bind, affect and run with title to each Parcel.

1. **Definitions.** Certain capitalized terms which are used in this Easement are defined in this Easement prior to this Section. In addition to those previously defined capitalized terms, the following capitalized terms shall have the meanings indicated:

"**Benefitted Parties**" means, with respect to a Parcel, the Owner and Occupants of such Parcel and their respective successors, assigns, employees, contractors, customers, guests and invitees.

"**Occupant**" means any Person that, pursuant to a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use all or any portion of a Parcel.

"**Owner**" means the Person that, at a specified time, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee or an undivided fee interest in a Parcel or any portion thereof. In the event that, at any time, there is more than one Owner of a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Easement shall be joint and several.

"**Parcel**" means any one of the Parcels.

"**Parcels**" means the Draper GO3 Property and the Landscape Area.

"**Person**" means a natural person, legal entity or trust.

2. Grant of Easements. Scott hereby grants and creates, for the benefit of the Benefitted Parties of the Draper GO3 Property a perpetual, exclusive easement on, over, under and across the Landscape Area for the purposes of hard and soft landscaping of the Landscape Area. Such landscaping may include the placement of underground irrigation systems.

3. Maintenance; No Interference. Draper GO3, at its sole cost and expense, shall maintain the landscaping placed on and under the Landscape Area. Scott shall not unreasonably interfere with the use of the Landscape Area in the exercise of the easements granted hereunder.

4. Covenants to Run with Land. This Easement and the easements and covenants created by this Easement are intended by the parties to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner any Person who acquires or comes to have any interest in any Parcel or portion thereof, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Easement. By acquiring, in any way coming to have an interest in, or occupying a Parcel or portion thereof, the Person so acquiring, coming to have such interest in, or occupying a Parcel or portion thereof, shall be deemed to have consented to, and shall be bound by, each and every provision of this Easement. This Easement and the easements granted hereunder shall not be terminated in connection with a breach of this Easement by any party hereto.

5. Effective Date. This Easement, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

6. Property Taxes. ~~Scott~~ ^{HOD SHALL PAY} shall pay all taxes and assessments imposed and assessed against the Landscape Area from time to time.

7. Miscellaneous.

a. Titles, Captions and References. All Section titles or captions in this Easement are for convenience only, shall not be deemed part of this Easement and in no way define, limit, extend or describe the scope or intent of any provisions of this Easement.

b. Applicable Law. This Easement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

c. Exhibits. All exhibits attached to this Easement are hereby expressly made a part of and incorporated into this Easement by reference as fully as though completely set forth in this Easement.

d. Authority. The parties hereto have full legal capacity to enter into this Easement and bind the respective parties hereto.

(Signature on the following page)

EXECUTED as of the date and year first above written.

"DRAPER GO3"

DRAPER GO3, L.C., a Utah limited liability company, by its
Managers:

KC GARDNER COMPANY, L.C., a Utah limited
liability company

By: 

Name: KEN C. Gardner

Its: Manager

THE BOYER COMPANY, L.C., a Utah limited liability
company

By: 

Name: H. Robert Boyer

Its: MANAGER

"SCOTT"

TAYLOR SCOTT PARTNERS, a Utah limited liability
company

By: 

Name: Taylor Dudley

Its: Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day of SEPTEMBER 2014 by KEM C. GARDNER, a Manager of KC Gardner Company, L.C., a Utah limited liability company, which is the manager of Draper GO3, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Handwritten Signature]

NOTARY PUBLIC

My Commission Expires: 10-16-16

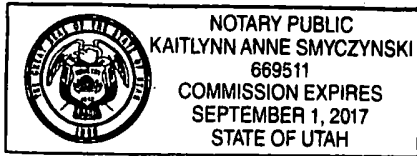
STATE OF UTAH)

: ss.

COUNTY OF Summit SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day of September, 2014 by Taylor Dudley, a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the manager of Draper GO3, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Handwritten Signature]

NOTARY PUBLIC

My Commission Expires: 09-01-17

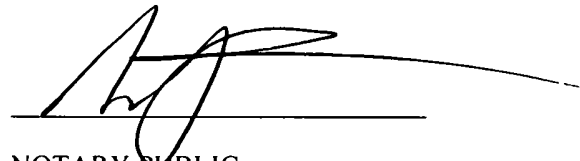
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day of ~~SEPTEMBER~~ 2014 by KEM C. GARDNER, a Manager of KC Gardner Company, L.C., a Utah limited liability company, which is the manager of Draper GO3, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC

My Commission Expires: 10.16.16



Exhibit A

(Legal Description of Draper GO3 Property)

Beginning at a point on the section line said point being South 89°58'27" East 1784.73 feet along said section line from the Southwest corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence Northwesterly 201.72 feet along the arc of a 805.19 foot radius curve to the left (center bears South 71°11'22" West and the chord bears North 25°59'14" West 201.19 feet with a central angle of 14°21'13"); thence North 33°05'53" West 71.93 feet; thence Northwesterly 292.72 feet along the arc of 790.00 foot radius curve to the left (center bears South 56°54'07" West and the chord bears North 43°42'46" West 291.05 feet with a central angle of 21°13'47") to a point on the East line of the Denver and Rio Grande Western Railroad; thence Northeasterly 107.85 feet along the arc of a 10,653.76 foot radius curve to the left (center bears North 62°15'39" West and the chord bears North 27°26'57" East 107.85 feet with a central angle of 00°34'48") along said East line of the Denver and Rio Grande Western Railroad; thence Northeasterly 91.01 feet along the arc of a 2,908.52 foot radius curve to the left (center bears North 63°36'06" West and the chord bears North 25°30'07" East 91.00 feet with a central angle of 01°47'34") along said East line of the Denver and Rio Grande Western Railroad; thence North 89°40'33" East 65.84 feet; thence South 67°55'00" East 13.78 feet; thence South 75°00'19" East 51.67 feet; thence South 75°15'18" East 154.15 feet; thence South 73°18'52" East 60.74 feet; thence South 66°06'24" East 30.80 feet; thence South 74°35'30" East 111.96 feet; thence South 78°05'38" East 56.46 feet; thence South 82°49'26" East 83.69 feet; thence North 79°24'34" East 63.89 feet; thence South 89°59'06" East 876.66 feet; thence Northeasterly 121.39 feet along the arc of a 612.00 foot radius curve to the left (center bears North 00°00'57" East and the chord bears North 84°19'55" East 121.21 feet with a central angle of 11°21'52"); thence South 89°59'06" East 243.46 feet; thence South 23°12'23" East 26.57 feet; thence Southeasterly 206.62 feet along the arc of a 528.00 foot radius curve to the right (center bears South 66°47'37" West and the chord bears South 11°59'45" East 205.30 feet with a central angle of 22°25'17"); thence South 00°47'06" East 355.13 feet; thence Southeasterly 242.52 feet along the arc of a 492.00 foot radius curve to the left (center bears North 89°12'52" East and the chord bears South 14°54'25" East 240.07 feet with a central angle of 28°14'34"); thence South 29°01'42" East 13.82 feet; thence South 35°32'44" West 23.06 feet; thence North 89°55'19" West 973.40 feet; thence North 00°02'11" East 327.92 feet; thence North 89°58'27" West 813.91 feet to the point of beginning.

Exhibit B

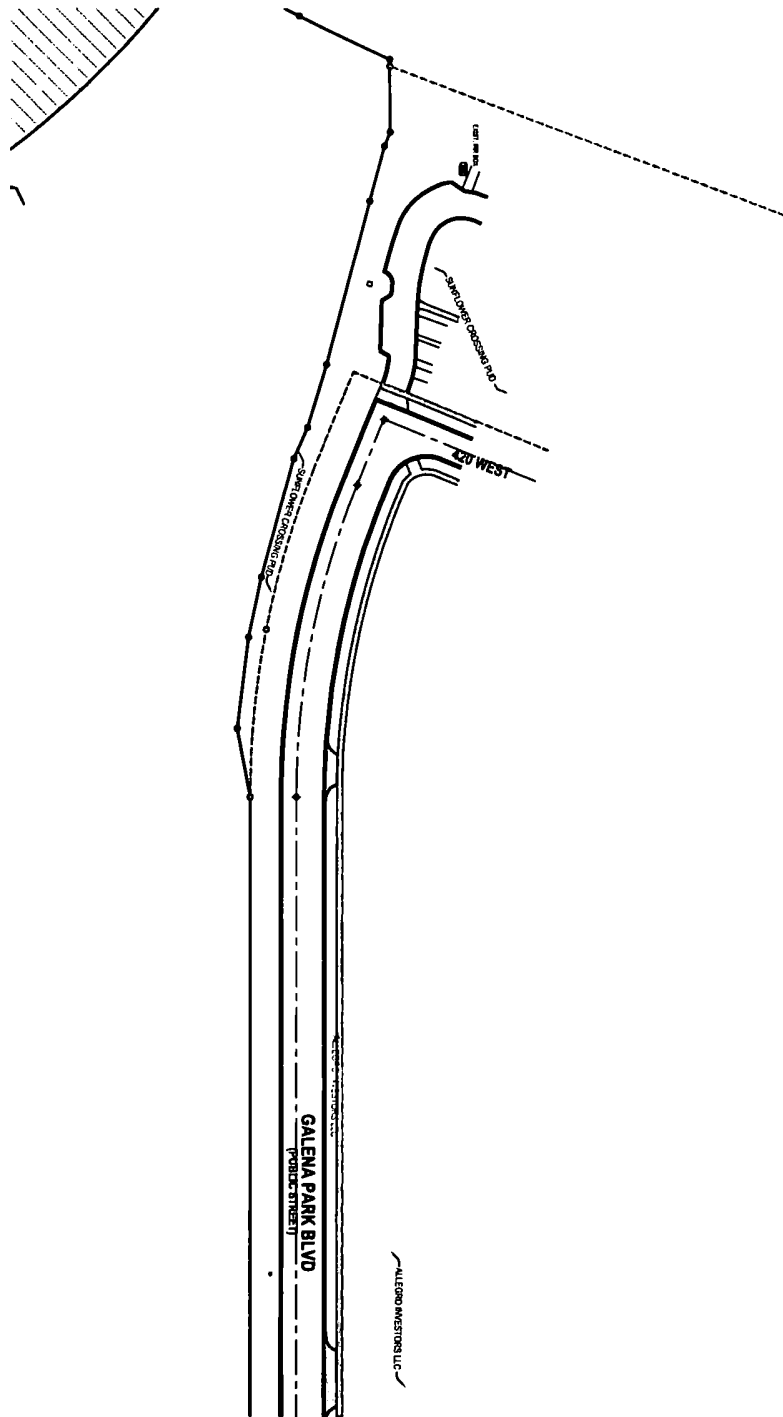


Exhibit C

(Legal Description of Landscape Area)

Beginning at a point said point being South 89°58'28" East 1,819.67 feet along the section line and North 572.71 feet from the Southwest Corner, Section 36. Township 3 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 75°15'18" East 3.08 feet;

thence South 73°18'52" East 60.74 feet;

thence South 66°06'24" East 30.80 feet;

thence South 74°35'30" East 111.96 feet;

thence South 78°05'38" East 56.46 feet;

thence South 82°49'26" East 83.69 feet;

thence North 79°24'34" East 63.89 feet to a point on the south right of way line for Galena Park Boulevard;

thence Northwesterly 308.66 feet along the arc of a 798.00 foot radius curve to the right (center bears North 00°02'23" West and the chord bears North 78°57'32" West 306.74 feet with a central angle of 22°09'42") along said south right of way line;

thence North 67°52'42" West 94.64 feet along said south right of way line;

thence South 22°10'44" West 25.46 feet along said south right of way line to the point of beginning.

Contains 6,156 square feet or 0.141 acres.