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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, PLEASE RETURN TO:

Christopher Terry
3060 East Millcreek Dell Lane
Millcreek City, Utah 84109

Tax Parcel Nos. 16-35-129-065; 16-35-129-066

(Space Above for Recorder's Use Only)

LANDSCAPE EASEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (the "**Easement**") is made this 16th day of October 2020 by and between CHRISTOPHER T. TERRY, an individual ("**Parcel 1 Owner**") and CHRISTOPHER TERRY, an individual ("**Parcel 2 Owner**").

RECITALS:

A. Parcel 1 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-065 ("**Parcel 1**"), which is more particularly described on Exhibit "A" attached hereto.

B. Parcel 2 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-066 ("**Parcel 2**"), which is more particularly described on Exhibit "B" attached hereto.

C. Parcel 2 Owner desires to grant to Parcel 1 Owner an exclusive easement to control the Landscaping (defined below) on a portion of Parcel 2 in the area described on Exhibit "C" attached hereto ("**Landscape Area**").

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Grant of Easements.** Parcel 2 Owner hereby grants to Parcel 1 Owner, for the benefit of and as an appurtenant right to Parcel 1, a perpetual, exclusive easement on, over, under and across the Landscape Area. The easement herein granted shall include the right of exclusive use and access to and the right to enter said Landscape Area for purposes of installing, planting and placing trees, shrubbery, ground cover and other landscape materials within the Landscape Area and maintaining, mulching, replacing, trimming, cutting, removing, irrigating (including the installation and maintenance of a sprinkling system) and watering the same, and erecting fencing, retaining walls and other improvements permitted by applicable laws (collectively, the "**Landscaping**"). The easements hereby granted shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

2. **Maintenance; No Interference.** Any Landscaping installed on and under the Landscape Area after the date hereof shall be at Parcel 1 Owner's sole cost and expense. Parcel

2 Owner shall not unreasonably interfere with the use of the Landscape Area in the exercise of the easements granted hereunder.

3. No Liens. Parcel 1 Owner shall not permit any claim of mechanics, laborers or materialmen to be filed against Parcel 2, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Parcel 1 Owner. Within ten (10) business days after the date of the filing or recording of any such lien, Parcel 1 Owner shall cause the same to be paid and discharged of record.

4. 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.

5. Property Taxes. Parcel 2 Owner will pay, prior to delinquency, all taxes and assessments on Parcel 2, including, without limitation, on the Landscape Area.

6. Disclaimer of Liability. In the event of any injury, loss or damage occurs as a result of an act or omission of Parcel 1 Owner and arising out of Parcel 1 Owner's use of the Landscape Area, Parcel 2 Owner shall not be liable or responsible for any such injuries, losses or damages.

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. Entire Agreement. This Easement supersedes all agreements previously made between the parties relating to the subject matter of hereof. There are no other understandings or agreements between the parties with respect to the subject matter of this Easement.

(Signature on the following page)

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first written above.

“PARCEL 1 OWNER”:



CHRISTOPHER T. TERRY, an individual

“PARCEL 2 OWNER”:



CHRISTOPHER T. TERRY, an individual

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 16th day of October 2020 personally appeared before me **Christopher T. Terry**, the signer of the foregoing Easement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)


Notary Public

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 16th day of October 2020 personally appeared before me **Christopher T. Terry**, the signer of the foregoing Easement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)

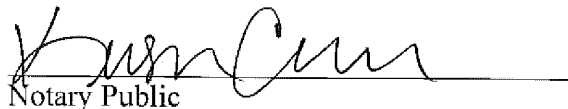

Notary Public

Exhibit A

(Legal Description of Parcel 1)

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence West 27.05 feet;
thence South 68°41'47" West 29.42 feet;
thence South 18°15'31" West 11.62 feet;
thence South 78°57'24" West 38.62 feet;
thence South 48.55 feet;
thence South 13°08'10" West 17.60 feet;
thence South 180.66 feet;
thence North 62°52'00" West 112.36 feet;
thence North 300.00 feet to a point on the Centerline of Mill Creek;
thence along the Centerline of Mill Creek the following (10)ten courses: 1)South 36°07'30" East 16.57 feet;
2)South 23°55'40" East 9.61 feet; 3)South 17°43'18" East 23.49 feet; 4)South 31°40'52" East 16.11 feet; 5)South 74°31'50" East 19.11 feet; 6)South 89°21'05" East 37.62 feet; 7)North 70°10'38" East 16.34 feet; 8)North 61°56'08" East 38.19 feet; 9)North 67°01'39" East 43.44 feet; 10)North 75°28'37" East 26.46 feet;
thence South 59.10 feet to the point of beginning.

Exhibit B

(Legal Description of Parcel 2)

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 326.71 feet;
thence North 62°52'00" West 112.37 feet;
thence North 180.66 feet;
thence North 13°08'10" East 17.60 feet;
thence North 48.55 feet;
thence North 78°57'24" East 38.62 feet;
thence North 18°15'31" East 11.62 feet;
thence North 68°41'47" East 29.42 feet;
thence East 27.05 feet to the point of beginning.

Exhibit C

(Legal Description of Landscape Area)

7.0' Landscape Easement

Commencing South 00°02'41" West 861.48 feet along the North-South Quarter Section line and West 45.45 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 34°39'53" West 8.51 feet;

thence West 2.16 feet;

thence South 68°41'47" West 24.80 feet;

thence South 18°15'31" West 12.18 feet;

thence Southwesterly 22.94 feet along the arc of a 27.00 foot radius curve to the right (center bears North 71°44'29" West and the long chord bears South 42°35'38" West 22.25 feet with a central angle of 48°40'14");

thence South 66°55'45" West 21.42 feet;

thence South 51°07'45" West 2.03 feet;

thence South 24.04 feet;

thence West 7.00 feet;

thence North 27.39 feet;

thence North 51°07'45" East 6.35 feet;

thence North 66°55'45" East 22.39 feet;

thence Northeasterly 16.99 feet along the arc of a 20.00 foot radius curve to the left (center bears North 23°04'15" West and the long chord bears North 42°35'38" East 16.48 feet with a central angle of 48°40'14");

thence North 18°15'31" East 15.47 feet;

thence North 68°41'47" East 29.42 feet;

thence East 8.32 feet to the point of beginning.