

WHEN RECORDED MAIL TO:

5340 PTAG, LLC  
6375 S. Highland Drive  
Salt Lake City, UT 84121

**14060885 B: 11395 P: 2655 Total Pages: 8**  
**01/10/2023 09:05 AM By: SCalderon Fees: \$40.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

## **REAL ESTATE EASEMENT AGREEMENT**

In Reference to Tax ID Number(s):

14-25-383-018

### **COURTESY RECORDING ONLY**

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## REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on December 13, 2022, by and between Lorena Arias of 5312 W Ali Circle, West Valley City, Utah 84120, hereinafter ("Grantor"), and 5340 PTAG, LLC of 6375 South Highland Drive, Salt Lake City, Utah, 84121 hereinafter ("Grantee").

### Recitals

A. The Grantor is the owner of certain real property commonly known as 5312 W Ali Circle, West Valley City, Utah, 84120, and more fully described as follows: LOT 7, MADISYN COVE SUB. 9506-2752 9746-9399 9770-1368 9922-6853 9936-7154 9936-7165 10517-2112, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as Utah, 6375 South Highland Drive, Salt Lake City 5340 PTAG, LLC, LOT 3, WEST VALLEY FLATS SUBDIVISION., ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

### 1. Grant of Easement

In consideration of \$15,000.00, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: LOT 7, MADISYN COVE SUB. 9506-2752 9746-9399 9770-1368 9922-6853 9936-7154 9936-7165 10517-2112. Description of easement being granted is attached as exhibit A and B.

### 2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by Providing utility access to the West Valley Flats Subdivision..

### 3. Duration and Binding Effect

The easement shall endure 0 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

### 4. Purpose of Easement

The easement will benefit the Grantee by Providing utility access to the West Valley Flats Subdivision..

### 5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to Utility access for water, sewer, gas and power. For initial connections and future repairs..

### 6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

### 7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If

the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

#### **8. Grantee's Rights and Duties**

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

#### **9. Termination**

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

#### **10. Failure to Perform**

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

#### **11. Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

#### **12. Attorney's Fees**

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

#### **13. Substantial Completion**

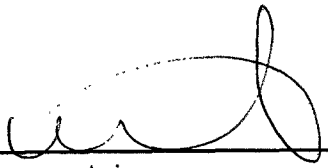
The installation of the initial utilities will be substantially completed by no later than April 30, 2023. Substantial completion is to be understood that all the digging is completed, the rough grade is completed, any fences put back in their proper place and only the finishing landscaping is left to be done. If the initial installation is not completed by April 30, 2023 then 5340 PTAG, LLC will pay Lorena Arias a sum of \$150 per day until substantially completed.

#### **14. Other Provisions**

5340 PTAG, LLC will pay for a survey of Lorena Arias' parcel in order to establish the correct back property line. Upon completion of the survey, 5340 PTAG, LLC will move the back fence to be on the corrected property line. If a retaining wall is required, 5340 PTAG, LLC will be responsible for the cost and installation of the retaining wall. All backyard finish landscape, sprinklers, etc. will be the responsibility of Lorena Arias. 5340 PTAG, LLC will provide rough grade only. This will also be completed by April 30, 2023.


The parties have executed this agreement on the above mentioned date.

GRANTOR:

By:   
Lorena Arias

Date: 1-3-23

GRANTEE:

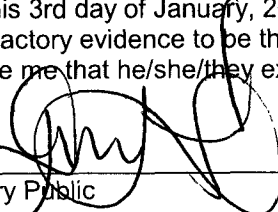
By:   
5340 PTAG, LLC

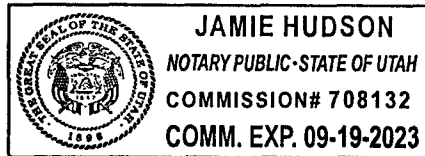
Date: 1/3/23

STATE OF UTAH

COUNTY OF SALT LAKE

On this 3rd day of January, 2023, before me, personally appeared Lorena Arias, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

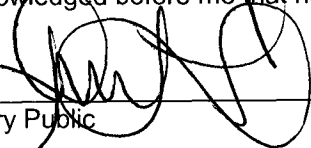
  
\_\_\_\_\_  
Notary Public



STATE OF UTAH

COUNTY OF SALT LAKE

On this 3rd day of January, 2023, before me, personally appeared Aaron Scott Haaga, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of 5340 PTAG, LLC.

  
\_\_\_\_\_  
Notary Public

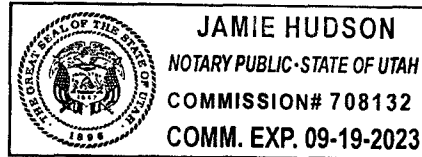


Exhibit A

Easement Legal Description

**Lot 7 Easement, Madisyn Cove Subdivision**

A 10.00-foot-wide Utility Easement being a part of Lot 7, Madisyn Cove Subdivision, recorded as Entry No. 10292737 in Book 2007P at Page 466 of the Official Records of Salt Lake County, located within the Southwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, in West Valley City, Salt Lake County, Utah:

Beginning at the Northwest corner of Lot 8 of said Madisyn Cove Subdivision, located 825.00 feet North  $89^{\circ}45'46''$  West along the South line of said Section 25; and 183.98 feet North  $0^{\circ}14'14''$  East to and along a line in common between said Madisyn Cove Subdivision and West Valley Flats Subdivision, recorded as Entry No. 13429369 in Book 2020P at Page 250 of the Official Records of Salt Lake County, from a Brass Cap monument found marking the South Quarter Corner of said Section 25; and running thence North  $0^{\circ}14'14''$  East 10.00 feet along said common Subdivision line; thence South  $89^{\circ}45'46''$  East 87.44 feet to the Westerly line of Ali Circle; thence Southwesterly along the arc of a 47.00 foot radius curve to the left a distance of 10.25 feet (Center bears South  $71^{\circ}23'21''$  East, Central Angle equals  $12^{\circ}29'37''$  and Long Chord bears South  $12^{\circ}21'51''$  West 10.23 feet) along said Westerly line to the Northeast corner of said Lot 8; thence North  $89^{\circ}45'46''$  West 85.29 feet along the North line of said Lot 8 to said Northwest corner of Lot 8 and the point of beginning.

**Contains 862 sq. ft.**

Exhibit B

Existing House

Existing House

10.0'



Scale: 1" = 20'



**Utility Easement**  
**West Valley Flats**  
5340 West 3500 South  
West Valley City, UT

Sheet No.

**1**

Designed By: NM  
Drafted By: CC  
Client Name:  
Stonebrook  
2022-08-31 Util Easmt  
**31 Aug, 2022**