

RETURNED
SEP 30 2011

WHEN RECORDED RETURN TO:

Eaglewood Village, Inc.
c/o Steven F Lowe
13525 South Venicia Way
Draper, UT 84020

E 2618750 B 5369 P 195-198A
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/30/2011 10:17 AM
FEE \$0.00 Pgs: 5
DEP RT REC'D FOR NORTH SALT LAKE C
ITY

PT 01-108-0066

ROADWAY EASEMENT

EAGLEWOOD VILLAGE, INC., a Utah corporation ("Grantor") for and in consideration of the payment of Ten Dollars and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to THE CITY OF NORTH SALT LAKE, UTAH, a Utah municipal corporation ("Grantee"), a perpetual, non-exclusive right-of-way and easement upon, over, through, under, and across certain real property, which property is more particularly described in Exhibit A attached hereto and incorporated herein (the "Road Expansion Easement Parcel"), for the location, construction, installation, inspection, maintenance, operation, use, repair, alteration, protection, removal, and replacement of a roadway, for access over and across the Road Expansion Easement Parcel by the general public. The location of the Road Expansion Easement Parcel is depicted in Exhibit B attached hereto and incorporated herein.

Notwithstanding anything herein to the contrary, Grantor reserves the right to grant additional easements to third parties within or across the Road Expansion Easement Parcel not inconsistent with the Easement granted herein.

All costs of installation, maintenance and repair of any roadway or other improvements constructed or installed upon the Road Expansion Easement Parcel by the Grantee shall be at Grantee's sole expense. In the event that Grantee expands the existing roadway adjacent to the Road Expansion Easement Parcel (commonly known as Eaglegate Drive) to include the property consisting of the Road Expansion Easement Parcel, Grantee shall be responsible for reconfiguring and repairing (at its expense) any curbing, parking, landscaping or other similar improvements damaged as a result of Grantee's expansion of the existing roadway, which Grantor may have previously installed upon and/or adjacent to the Road Expansion Easement Parcel. Any such reconfiguration or repair shall be performed by Grantee in a manner which is consistent with the quality and design standards for the Eaglewood Village development project, the project in which the Road Expansion Easement Parcel is located.

The foregoing notwithstanding, the City agrees that the existing truck and height restrictions applicable to Eaglegate Drive imposed by the Grantor shall be maintained in full force and effect, unless otherwise agreed in writing by Grantor, or unless a final, non-appealable order is issued by a Court prohibiting such restrictions.

This Easement shall be subject to all existing utility easements and locations on the Road Expansion Easement Parcel. The burdens of this Easement shall run with the Road Expansion Easement Parcel. This Easement shall be construed under and governed by the laws of the State of Utah.

[Remainder of Page Intentionally Left Blank.]

DATED this 29th day of September, 2011.

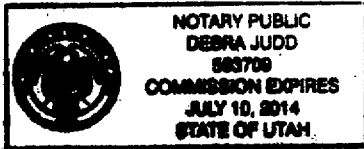
GRANTOR:

EAGLEWOOD VILLAGE, INC., a Utah
corporation

By: [Signature]
Steven F. Lowe, President

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

On the 29 day of September, 2011, personally appeared before me
Steven F Lowe, who acknowledged to me that he executed the foregoing instrument as President of
Eaglewood Village, Inc., a Utah corporation, for its stated purpose.



[Signature]
Notary Public

Residing at: 322E 12300S
Draper, UT 84020

My Commission Expires:

July 10, 2014

EXHIBIT "A"

Road Expansion Easement Parcel

Legal Description

The Road Expansion Easement Parcel is located in Davis County, Utah, and is more particularly described as follows:

BEGINNING AT A POINT NORTH 00°07'13" WEST ALONG THE SECTION 63.36 FEET AND WEST 526.69 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH; RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 76°27'21" WEST 45.26 FEET; THENCE NORTH 69°15'39" WEST 69.42 FEET; THENCE NORTH 50°45'11" WEST 80.36 FEET; THENCE SOUTH 69°15'22" EAST 183.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,219 SQ. FT. OR 0.074 ACRES

EXHIBIT "B"

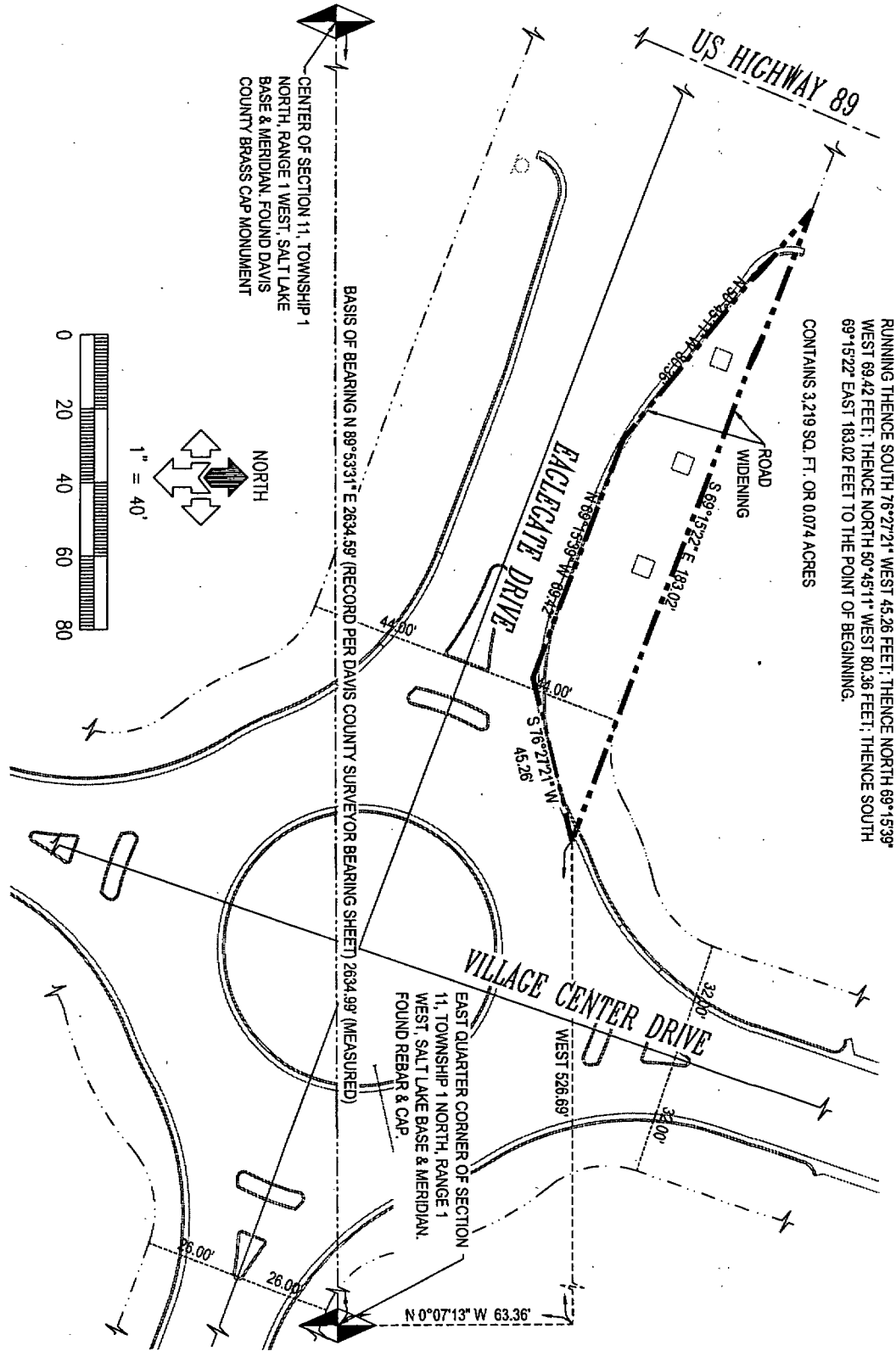
Road Expansion Easement Parcel

Depiction

See attached.

ROAD WIDENING DESCRIPTION

BEGINNING AT A POINT NORTH 00°07'13" WEST ALONG THE SECTION 63.36 FEET AND WEST 526.69 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 76°27'21" WEST 45.26 FEET; THENCE NORTH 69°15'39" WEST 89.42 FEET; THENCE NORTH 50°45'11" WEST 80.36 FEET; THENCE SOUTH 69°15'22" EAST 183.02 FEET TO THE POINT OF BEGINNING.
CONTAINS 3,219 SQ. FT. OR 0.074 ACRES



EAGLEWOOD VILLAGE SUBDIVISION

EAGLEWOOD DR & VILLAGE CENTER DR
EAST 1/2 OF SEC 11 & THE WEST 1/2 OF SEC 12, T1N, R1W, SLB&M



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6895 SOUTH 900 EAST MIDVALE, UTAH 84047
TEL. (801) 255-7700 FAX (801) 255-8071
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PROJECT NO: 26067BEX
CHECKED BY: DBD
DRAWN BY: KSL
DATE: 8-22-11
1 OF 1