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Book - 9567 Pg - 2082-2084  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
1530 S WEST TEMPLE  
SLC UT 84115  
BY: KLD, DEPUTY - WI 3 P.

When Recorded Please return to:  
Salt Lake City Public Utilities  
Attention: Peggy Garcia  
1530 South West Temple  
Salt Lake City, Utah 84115

County Parcel No 14-11-427-002

**EASEMENT**

1125 Legacy Partners, L.L.C., a limited liability company ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of an open ditch, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on **Exhibit "A"** attached hereto ("Easement Property").

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. This Easement shall be liberally construed in the favor of the City.
5. Grantor agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or trespassers.

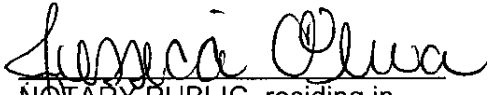
WITNESS the hand of the Grantor this 1<sup>st</sup> day of February, 2008.

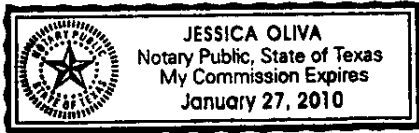
1125 Legacy Partners, L.L.C., a limited liability company

  
By: ADAM GREENBERG  
Its: MANAGER

STATE OF TEXAS    )  
                              : ss.  
County of Harris    )

On the 2/1/2008, personally appeared before me Adam Greenberg, who being by me duly sworn, did say that he executed the foregoing instrument as manager of 1125 Legacy Partners, L.L.C., a limited liability company, and said person acknowledged to me that said company executed the same.

  
NOTARY PUBLIC, residing in  
Harris County, Texas



**EXHIBIT "A"**

A parcel of land situate in the Southeast Quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Salt Lake County, Utah, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 11; thence North  $89^{\circ}55'44''$  West along the South line of said Section 11 a distance of 559.69 feet; thence North  $00^{\circ}01'23''$  East a distance of 1884.43 feet to the point of beginning; thence North  $00^{\circ}01'23''$  East 360.00 feet; thence South  $89^{\circ}58'37''$  East 25.00 feet; thence South  $00^{\circ}01'23''$  West 360.00 feet; thence North  $89^{\circ}58'37''$  West 25.00 feet to the point of beginning containing 9,000 sq.ft. or .21 Acres more or less.