When Recorded Return to: City of Taylorsville Cheryl Peacock Cottle City Recorder 2600 West Taylorsville Blvd. Taylorsville, Utah, 84129 12100689

07/28/2015 02:17 PM \$0.00

Book - 10347 Ps - 2682-2684

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

TAYLORSVILLE CITY

2600 TAYLORSVILLE BLVD

TAYLORSVILLE UT 84129

BY: EEP, DEPUTY - WI 3 P.

## **PERPETUAL EASEMENT**

For value received, 1740 Investments, LLC ("GRANTOR"), hereby grants to the City of Taylorsville ("GRANTEE"), a body politic, in the County of Salt Lake, in the State of Utah, a perpetual easement (the "Easement") for the construction and maintenance of a City of Taylorsville electronic slide gate and all necessary or desirable accessories and appurtenances thereto, including without limitation: grading, pole bases, gate, and electrical (the "Improvements") on or below the surface of the real property of GRANTOR in Salt Lake County, State of Utah and more particularly described as follows:

## **Legal Description:**

A parcel of land approximately <u>five (5)</u> feet wide along the west property line of GRANTOR'S parcel No. <u>2115326015</u> recorded as Entry No. <u>11545563</u> in Book <u>10092</u> at Page <u>6999</u> in the office of the Salt Lake County Recorder, and extending thirty (30) feet north from the southern-most property line of said parcel as shown on the attached Exhibit "A", and more particularly described as follows:

Beginning at a point which is North 0° 02′55″ West along the section line 1324.76 feet and West 903.16 feet from the South Quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being the Northwest corner of Lot 201, Keil Subdivision No. 2, and running thence North 83.62 feet, more or less; thence East 262.16 feet, more or less; thence South 33.62 feet; thence East 88 feet; thence South 50 feet; thence East 320 feet; thence South 0°02′55″ East 128.30 feet, to the POINT OF BEGINNING; and running thence East 5.00 feet; thence North 0°02′55″ West 30.00 feet; thence West 5.00 feet; thence South 0°02′55″ East 30.00 feet, to the POINT OF BEGINNING.

Together with the right of access to the Easement from adjacent lands of GRANTOR for all activities in connection with the purposes for which this Easement has been granted.

GRANTOR shall be responsible for maintaining landscaping. Landscaping in the Easement area shall be limited to sod or materials that do not obstruct the function of the gate and that will allow access to the gate for maintenance purposes. In the event that improvements are disturbed or damaged within or outside the Easement during construction or maintenance of the gate due to GRANTEE'S exercise of any of its easement rights under this Agreement, such improvements shall be repaired or restored by GRANTEE to the condition in which it existed at the commencement of such activities.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this <u>16</u> day of <u>July</u> 2015
BY: PLU LOCALET GRANTOR:
STATE OF UTAH )
: SS.
COUNTY OF SALT LAKE )
On the 28th day of Tuly 2015, personally appeared before me Stephen R. Garnet, the
Grantor named herein, and duly acknowledged to me that he/she executed the forgoing Perpetual
Easement.  Jean K. Ashby
Jean K Ashby

My commission expires: 5/31/2016

