

WHEN RECORDED, RETURN TO:

Draper City Corporation
Attn: Rachelle Conner
1020 East Pioneer Road
Draper City, Utah 84020

12843143
09/05/2018 03:26 PM \$0.00
Book - 10709 Pg - 7388-7390
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER CITY
BY: DKP, DEPUTY - WI 3 P.

EASEMENT AGREEMENT

Vista 9 Apartments, LLC, GRANTORS, of 620 South State Street, Salt Lake City, 84111, hereby **CONVEYS** to **DRAPER CITY, a municipal corporation, GRANTEE**, of 1020 East Pioneer Road, Draper City, Utah 84020, for the sum of ten dollars (\$10.00) and other good and valuable consideration, a perpetual utility and drainage easement for the installation, operation, maintenance, repair, access to and construction of public utilities, conveyance channels and establishment of storm water runoff facilities to include channel armoring, erosion controls and appurtenances in, on, over, across, under and within the following described real property owned by Grantor located within Salt Lake County, State of Utah, to-wit:

Beginning at a point on the Southerly Right of Way Line of 13490 South Street, said point being South 89°58'14" East 64.63 feet along the section line and South 645.08 feet from the North Quarter Corner of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°47'50" East 39.59 feet along the Southerly Right of Way Line of said 13490 South Street;

thence South 59°51'34" West 169.21 feet;
thence South 00°06'18" West 155.24 feet;
thence South 37°52'38" East 327.40 feet;
thence South 28°25'11" East 44.34 feet;
thence South 01°20'22" East 23.24 feet;
thence South 80°20'15" West 20.21 feet;
thence North 01°20'22" West 21.35 feet;
thence North 28°25'11" West 37.87 feet;
thence North 37°52'38" West 332.63 feet;
thence North 00°06'18" East 173.62 feet;
thence North 59°51'34" East 146.53 feet to the point of beginning.

Contains 14,314 Square Feet or 0.329 Acres

This easement is granted subject to the following restrictive conditions:

1. GRANTOR, its successors and assigns shall not place or allow to be placed permanent structures within the described easement without first obtaining written agreement for the construction of said structures by GRANTEE.
2. GRANTOR, its successors and assigns, give GRANTEE access into the site for express purpose of operation, maintenance and repair of said easement.
3. GRANTEE, its successors and assigns, will not make or allow to be made any modifications outside the easement herein granted that is inconsistent with, or interferes in any manner with the Grantor's operation, maintenance and preservation of existing structures, residence and personal property.

Easement Agreement

Witness the hands of said GRANTOR this 5^m day of September, 2018

GRANTORS

Vista 9 Apartments, LLC

By: [Handwritten Signature]

By: Jeff Nielson

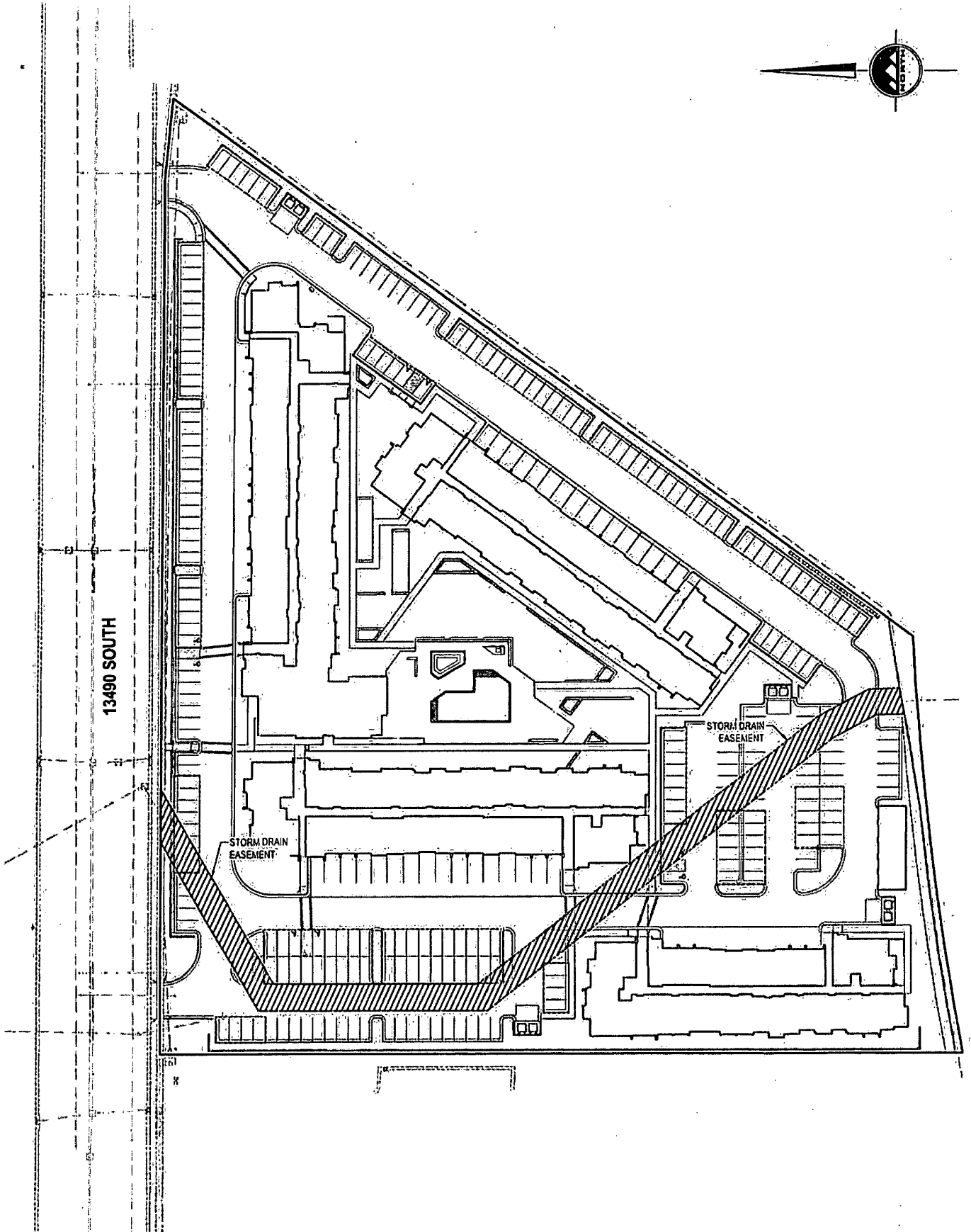
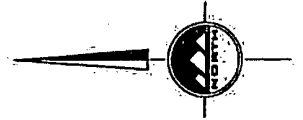
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)


The foregoing instrument was acknowledged before me this 5th day of September, 2018, by Jeff Nielson,



[Handwritten Signature]
NOTARY PUBLIC
Residing at Utah County, Utah

My Commission Expires:
2/14/22



PROJECT # 5825K	DATE 4/25/18	LOFT 277	FOR: BOYER COMPANY 101 SOUTH 200 EAST, #200 SALT LAKE CITY, UTAH 84111	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	 ENSIGN
1 OF 1		277 WEST 13490 SOUTH DRAPER, UTAH STORM DRAINAGE EASEMENT			
FILE: SID/easements					