

WHEN RECORDED, MAIL TO:
Draper Irrigation Company
12421 South 800 East
Draper, Utah 84020

TIN# 2828302022

13546147	
01/27/2021 11:41 AM \$40.00	
Book - 11106 Pg - 6869-6872	
RASHELLE HOBBS	
RECORDER, SALT LAKE COUNTY, UTAH	
DRAPER IRRIGATION COMPANY	
12421 S 800 E	
DRAPER UT 84020	
BY: MZA, DEPUTY - WI 4 P.	

EASEMENT

Liberty Point Associates, LLC, Grantor of the

County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to the DRAPER IRRIGATION COMPANY, at 12421 South 800 East, Draper, Utah 84020, Grantee, for the Sum of \$10 Dollars, a perpetual easement, upon part of an entire tract of land, for the purpose of maintenance and access to a culinary waterline and related infrastructure, situate of The Boundaries of said easement are described as follows:

WATER LINE EASEMENT

Legal Description:

A 20' waterline easement located in Lot 4D-2, AMERICAN ESTATE MANAGEMENT CORP. COMMERCIAL SUBDIVISION AMENDED PLAT NO. 3, as recorded in the Office of the Salt Lake County Recorder as Entry No. 9787728 in Book 2006P at Page 202 more particularly described as follows:

Beginning at the west corner of Lot 4D-2, said point being South 0°29'56" West 152.62 feet along the section line and South 89°30'04" East 140.61 feet from the witness corner monument to the West quarter corner of Section 28, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running;

- Thence North 66°17'24" East 107.73 feet;
- Thence South 27°51'38" East 241.52 feet;
- Thence North 62°08'22" East 10.00 feet;
- Thence South 27°27'27" East 20.00 feet;
- Thence South 62°08'22" West 10.00 feet;
- Thence South 26°58'24" East 230.86 feet;
- Thence North 24°35'38" East 4.48 feet;
- Thence South 65°24'22" East 20.00 feet;
- Thence South 25°54'05" West 6.73 feet;
- Thence South 64°05'55" East 118.26 feet;
- Thence North 81°02'08" East 124.04 feet;
- Thence North 08°45'39" West 7.12 feet;
- Thence North 81°14'21" East 20.00 feet;
- Thence South 08°45'39" East 7.20 feet;
- Thence North 81°39'24" East 100.82 feet;
- Thence South 63°33'43" East 32.10 feet;
- Thence South 32°16'34" East 49.44 feet to the north right-of-way line of Draper Parkway;
- Thence 20.43 feet along the arc of a 905 foot radius curve to the right through a central angle of 01°17'37" (Long Chord Bears South 69°32'38" West 20.43 feet) along the said north right-of-way line;
- Thence North 32°16'34" West 39.65 feet;

Thence North 63°33'43" West 20.23 feet;
Thence South 81°39'24" West 104.44 feet;
Thence South 81°03'02" West 140.22 feet;
Thence North 64°27'51" West 147.53 feet;
Thence North 26°58'24" West 251.13 feet;
Thence North 27°51'38" West 241.57 feet;
Thence South 66°17'24" West 88.55 feet to the west line of said lot 4D-2;
Thence North 23°42'36" West 12.04 feet along said west line to the point of beginning.

See Exhibit

If the actual pipeline varies at all from the legal description above, ten feet on each side of the actual location of the pipeline and related infrastructure takes precedence.

Grantor hereby agrees that DRAPER IRRIGATION COMPANY, their officers, employees, agents representatives, contractors, and assigns shall have the right of ingress to and egress from the above described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, remove and replace said facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easements are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of water and sewer through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements which may interfere with the use of the easements by Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building or permanent structure over or across said easement or lower or raise the contour thereof greater than one foot without the prior written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents, only to the cost of grass, standard concrete, and asphalt. The Grantee agrees that the pipe will be structurally strong enough to facilitate construction future roads by Grantors over said easement.

