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Book - 9279 Pg - 7743-7746  
GARY W. DTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
1530 S WEST TEMPLE  
SLC UT 84115

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

Space above for County Recorder Use

County Parcel No. 14-13-100-009

ZJM 4P.

**EASEMENT**

**Parkwood Arizona, L.L.C.**, an Arizona limited liability company, by its member, **EJM Development Co.**, a California Limited Partnership, ("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 a twenty-foot access easement road for the Lee Drain, 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"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").


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

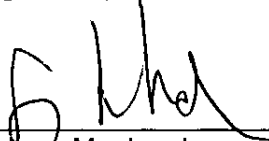
1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging 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 11th day of April, 2006.

PARKWOOD ARIZONA, L.L.C.,  
an Arizona limited liability company

By: EJM Development Co.,  
a California Limited Partnership  
its member

By   
Eugene Monkarsh,  
general partner

By   
Jerry Monkarsh,  
general partner

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles } ss.

On 4/11/06, before me, Jennifer Badour  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Eugene Monkarsh and  
Name(s) of Signer(s)  
Jerry Monkarsh

personally known to me



proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Jennifer Badour  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**Exhibit "A"**

A parcel of land located in the Northwest Quarter of Section 13, Township 1 South, Range 2 West, Salt Lake Base and Meridan, more particularly described as follows:

Beginning at a point on the proposed South right-of way line of California Avenue (1400 South Street) which is 84.07 feet South 00°00'16" East along the section line and 75.00 feet North 89°59'44" East from the Northwest Corner of said Section 13 (basis of bearing being South 00°00'16" East 2660.08 feet between the Northwest corner and the West Quarter corner of said Section 13), and running thence along said proposed right-of-way line following four (4) calls: 1) South 89°56'55" East 304.90 feet; 2) South 86°08'04" East 150.33 feet; 3) South 89°56'55" East 149.75 feet; 4) South 48°28'18" East 24.16 feet to a point on the North line of the 100 foot Lee Drain easement; thence along said easement following two calls 1) North 89°56'55" West 421.29 feet; 2) South 82°46'09" West 203.05 feet to a point on the proposed East right-of way line of 5600 West Street; thence along said proposed right-of-way line North 00°00'16" West 51.74 feet to the point of beginning.

Contains 16,211 square feet, or 0.372 acres.