

**WEST VALLEY CITY  
 EASEMENT AND AGREEMENT**

On this 14<sup>TH</sup> day of MAY, 2009, Aspen Village Apartments, L.L.C., a Utah limited liability company, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City, 3600 Constitution Blvd., West Valley City, Utah 84119, a perpetual easement for purposes of constructing and maintaining thereon underground public utilities and appurtenant parts thereof including, electrical, phone, cable, and fiber optic service and transmission lines on, across and through GRANTOR'S land located at **3043 West 3500 South**, said easement being more particularly described as follows:

**Beginning at a point on the south line of 3500 South Street, as described in that certain UDOT Right-of-Occupancy Agreement recorded as Entry No. 10372731 in the office of the Salt Lake County Recorder, said point being East along the Section line 641.00 feet and South 62.96 feet from the Northwest Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 7.00 feet along said south line; thence South 02°07'40" East 3.35 feet; thence South 14°15'47" West 26.89 feet; thence South 17.23 feet; thence South 19°15'02" West 20.45 feet; thence South 17°05'21" West 25.62 feet; thence South 05°37'20" West 13.66 feet; thence South 14°54'32" West 77.18 feet; thence South 30°52'15" West 23.45 feet to the west boundary of Grantor's property; thence North 13.64 feet along said boundary; thence North 30°52'15" East 10.76 feet; thence North 14°54'32" East 75.63 feet; thence North 05°37'20" East 13.79 feet; thence North 17°05'21" East 26.45 feet; thence North 19°15'02" East 19.40 feet to a corner of Grantor's property; thence North 16.91 feet along the west boundary of Grantor's property; thence North 14°15'47" East 26.76 feet; thence North 02°07'40" West 2.60 feet to the Point of Beginning. Encompassing 1,400 square feet.**

**Parcel No. 15-33-103-018**

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. West Valley City shall pay **\$4,900.00**, in cash, for the above-described easement. Payment will be made within thirty (30) days of the approval of the West Valley City Council.
2. GRANTOR and its successors and assigns may occupy and use the property within the Easement (the "Property") for all purposes not inconsistent with the rights herein granted and provided that such occupation and use does not interfere with GRANTEE'S use of the Easement. Likewise, GRANTEE'S use of the Easement, including construction activities and the installation and maintenance of the utilities within the Easement shall not unreasonably obstruct or interfere with GRANTOR'S use and enjoyment of the Property.
3. GRANTEE shall reasonably repair and restore damage to the Property caused by GRANTEE'S construction, installation, inspection, and maintenance activities on the Easement, including the restoration of adjacent property owned by GRANTOR and the replacement of GRANTOR'S existing fence that crosses the Easement, to the extent they have been damaged by GRANTEE'S construction, installation, inspection, and maintenance activities.
4. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to this property.

5. This easement is acquired by West Valley City in connection with the Utah Department of Transportation Project SP-0171(18)6 along 35th South Street, from Bangerter Highway to Constitution Boulevard.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

GRANTOR

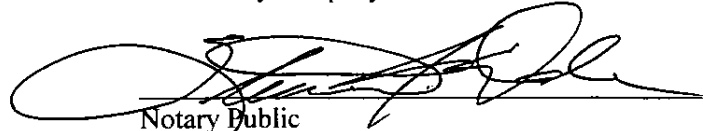
  
Robert Kireiev, Managing Member

  
Margaret Kireiev, Managing Member

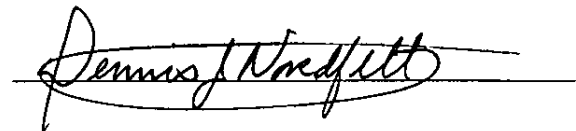
State of UTAH )  
County of SALT LAKE ) :SS

On this 14<sup>th</sup> day of MAY, 2009, personally appeared before me Robert Kireiev and Margaret Kireiev, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the **Managing Members of Aspen Village Apartments, L.L.C.**, a Utah limited liability company, by authority of its members or its articles of organization, and they acknowledged to me that said limited liability company executed the same.

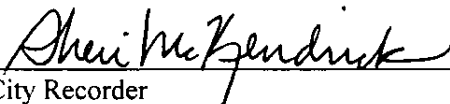


  
Notary Public

MAYOR



ATTEST:

  
City Recorder

