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8/19/2021 11:03:00 AM \$40.00
Book - 11224 Pg - 7782-7785
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

Please return to:

Murray City Corporation
Attn: City Recorder
5025 South State Street
Murray, UT 84107

This Space for Recorder's Use Only

APN: 21-12-107-008-0000

EASEMENT FOR PUBLIC TRAIL PURPOSES

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVER PARK COMMONS LLC, a Utah Limited Liability Company, with its principal business at Brighton Homes, 45 E. Center Street, Suite 103, Salt Lake City, Utah 84054 hereby grants to Murray City Corporation, a municipal corporation, in the County of Salt Lake, State of Utah, a perpetual easement and right-of-way for, and the right to construct, replace, remove, or modify a public trail in, upon, over, and across that certain real property situated in said Murray City and more particularly described as follows:

A 20.00 foot wide permanent, non-exclusive easement approximately 20' in width and runs along the southerly top of bank of the creek, being contained within a Parcel of Land identified by Salt Lake County Recorder's office as Tax ID No. 21-12-107-008, situate in the NW1/4 of Section 12, Township 2 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 12; thence S00°05'04"E 145.36 feet being a measured distance to a Witness Corner in 4800 South Street; thence N89°49'23"W 1,390.53 feet to a Street Monument in 4800 South Street, being the Basis of Bearing; thence West 169.66 feet; thence South 418.51 feet to the POINT OF BEGINNING, said point being the intersection of the westerly right of way line of Murray Boulevard and the northerly line of said easement, running thence along said westerly right of way along a curve to the left, of which the radius point lies N87°52'41"E, a radial distance of 688.00 feet; thence Southerly along the arc, through a central angle of 01°56'19", a distance of 23.28 feet; thence S84°48'52"W 39.94 feet; thence S69°40'17"W 4.56 feet; thence S73°18'26"W 28.12 feet; thence N88°06'38"W 16.06 feet; thence N89°32'25"W 11.40 feet; thence

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

S53°31'41"W 11.40 feet; thence S83°37'14"W 26.22 feet; thence S79°08'36"W 8.61 feet; thence S65°06'22"W 13.49 feet; thence S56°39'13"W 16.66 feet; thence S64°38'49"W 24.09 feet; thence S72°33'47"W 22.48 feet; thence S88°46'22"W 17.31 feet; thence S70°40'08"W 9.74 feet; thence S81°27'38"W 13.27 feet; thence S69°55'56"W 16.84 feet to the westerly boundary of said parcel identified as Tax ID No. 21-12-107-008; thence N56°53'06"E 57.08 feet along said westerly boundary to the southerly top of bank of said Little Cottonwood Creek; thence along said southerly top of bank the following thirteen (13) courses, (1) N88°46'22"E 4.35 feet; thence (2) N72°33'47"E 18.25 feet; thence (3) N64°38'49"E 21.31 feet; thence (4) N56°39'13"E 16.74 feet; thence (5) N65°06'22"E 17.43 feet; thence (6) N79°08'36"E 11.85 feet; thence (7) N83°37'14"E 21.63 feet; thence (8) N53°31'41"E 12.70 feet; thence (9) S89°32'25"E 18.32 feet; thence (10) S88°06'38"E 13.04 feet; thence (11) N73°18'26"E 24.22 feet; thence (12) N69°40'17"E 17.52 feet; thence (13) N84°06'38"E 32.90 feet to the point of beginning.

Contains: 5,136 square feet or 0.12 acres+/-

Together with the right to enter upon and to pass and repass over and along said easement and right-of-way and to deposit tools, implements and other materials thereon by Murray City, its officers, agents, and employees and by any contractor, his agents, and employees engaged by said City, whenever and wherever necessary for the purposes set forth above.

Murray City Corporation agrees to indemnify and hold harmless River Park Commons, LLC and its heirs, successors and assignees from any personal liability, claim, suit, action, loss, or damage that may result from any act or omission of Murray City Corporation for the duration of this trail easement. River Park Commons, LLC shall promptly notify Murray City Corporation of all incidents and claims known to River Park Commons, LLC which may be the basis for a claim of indemnification against Murray City Corporation and provide Murray City Corporation with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. River Park Commons, LLC agrees that it will not in any way interfere the rights of Murray City Corporation to assert all legal defenses and defend the claims of third parties.

In addition, Murray City Corporation agrees to maintain the trail in good working order.

This easement shall be binding upon the heirs, successors and assignees of each party hereto.

Signed this 10th day of December, 2020

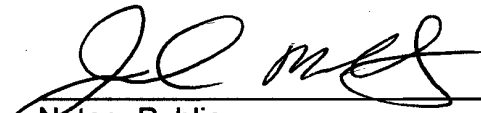
River Park Commons, LLC

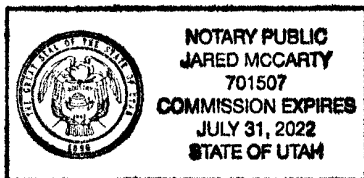


Patrick Scott, Manager

State of Utah)
 §
County of Salt Lake)

On this 17 day of DECEMBER, 2020, personally appeared before me ^{Patrick Scott}~~Cory Brand~~, whose identity is personally known to me, or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the Manager of River Park Commons, LLC and that said document was signed by him in behalf of said Limited Liability Company by authority of its Operating Agreement, or Resolution of its Managing Members, and said Patrick Scott acknowledged to me that said Limited Liability Company executed the same.



Notary Public

ACCEPTANCE OF GRANT

The above Easement for Public Trail Purposes is accepted this 11 day of November, 2020.

MURRAY CITY CORPORATION



[Handwritten Signature]

D. Blair Camp, Mayor

ATTEST:

APPROVED AS TO FORM:

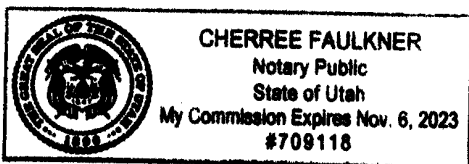
[Handwritten Signature]
Jennifer Kennedy, City Recorder

[Handwritten Signature]
City Attorney's Office

APPROVED AS TO CONTENT
[Handwritten Signature]

State of Utah)
 §
County of Salt Lake)

On this 11 day of November, 2020, personally appeared before me D. Blair Camp, whose identity is personally known to me, or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the Mayor of Murray City Corporation and that said document was signed by him in behalf of said Murray City Corporation and said D. Blair Camp acknowledged to me that said corporation executed the same.



[Handwritten Signature]
Notary Public