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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 S WEST TEMPLE
SLC UT 84115
BY: SLR, DEPUTY - WI 3 P.

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 Recorders Use

County Parcel No. 28-12-101-001

EASEMENT

L.C. Canyon Partners, LLC, a Utah limited liability company, whose mailing address is 3739 Brighton Point Drive, Salt Lake City, Utah 84121, ("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 water main, 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 9 day of April, 2007.

L.C. CANYON PARTNERS, LLC, a
Utah limited liability company


By: IRVIN EASTHAM
Its: MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 4/9/07, personally appeared before me Irvin Eastham, who being by me duly sworn, did say that he executed the foregoing instrument as managing member of L.C. Canyon Partners, a limited liability company and that the statements contained therein are true.

 Notary Public
PATRICIA ARNTZEN
3434 E. 7800 South
Salt Lake City, UT 84121
My Commission Expires
June 14, 2010
State of Utah


NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT "A"

An easement 30.00 feet in width 15.00 feet on each side of a centerline described as follows:

Center Line 30' Water Line Easement No. 1

Beginning at a point on the west line of North Little Cottonwood Road said point also being North 89°51'05" East 968.82 feet along the section line and North 421.61 feet from the Northwest corner of Section 12, Township 3 South; Range 1 East, Salt Lake Base and Meridian and running:

thence North 79°48'14" West 152.49 feet;
thence North 87°26'06" West 21.26 feet;
thence South 03°23'54" East 262.14 feet;
thence South 11°47'52" East 139.70 feet;
thence South 18°56'54" East 180.09 feet;
thence South 29°01'53" East 221.36 Feet;
thence South 35°28'55" East 86.35 feet;
thence South 41°04'51" East 73.15 feet to the end.

Center Line 30' Water Line Easement No. 2

Beginning South 00°38'44" East 221.35 feet along the section line and East 350.66 feet from the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running:

thence North 67°56'33" East 138.14 feet;
thence North 57°45'45" East 123.40 feet;
thence North 44°07'36" East 130.59 feet;
thence North 68°57'34" East 176.93 feet to the end.

Center Line 30' Water Line Easement No.3

Beginning at a point on the section line said point being North 89°51'05" East 332.76 feet from the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running:

thence South 00°08'53" East 142.04 feet;
thence South 14°01'55" East 82.62 feet;
thence South 26°13'32" East 310.35 feet;
thence South 18°26'55" East 152.42 feet;
thence South 49°19'44" East 104.04 feet;
thence South 64°02'32" East 195.88 feet;
thence North 26°13'19" East 217.86 feet;
thence North 17°13'09" East 73.69 feet;
thence North 08°53'15" East 177.19 feet;
thence North 55°41'53" East 82.92 feet to the end.