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 03/19/2009 10:23 AM \$16.00  
 Book - 9699 Pg - 3648-3651  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 CITY OF DRAPER  
 1020 E PIONEER RD  
 DRAPER UT 84020  
 BY: ZJM, DEPUTY - WI 4 P.

WHEN RECORDED, MAIL TO:  
 DRAPER CITY  
 1020 East Pioneer Road  
 Draper City, Utah 84020

### WATERLINE EASEMENT

Parcel No. **33124000300000**  
 Project: The Pointe

TP Building I, LLC and Sorenson Associates, The Pointe, LLC, Grantors, hereby grant and convey to DRAPER CITY, 1020 East Pioneer Road, Draper City, Utah 84020, Grantee, for the sum of Ten Dollars and other good and valuable consideration, a perpetual, nonexclusive waterline easement in, on, under, over, and across the following described property, to construct, maintain, operate, repair, inspect, and protect an underground culinary waterline for culinary water service over and through the Grantors' property to wit:

A 20.00 foot wide easement located in the Southwest Quarter of Section 7, Township 4 South, Range 1 East and the Southeast Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the westerly right-of-way line of 65 East Street, said point being North 00°27'52" East 1,311.03 feet along the east line of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian and East 620.98 feet from the Southeast Corner of said Section 12, and thence along said westerly right-of-way line the following three courses: 1) South 14°28'36" East 5.10 feet, 2) South 34°36'46" East 15.87 feet and 3) South 75°31'29" West 50.01 feet; thence South 14°28'36" East 45.36 feet; thence South 75°31'24" West 20.00 feet; thence North 14°28'36" West 45.36 feet; thence South 75°31'29" West 82.24 feet to a point of tangency of a 51.00 foot radius curve to the left; thence Westerly 6.24 feet along said curve through a central angle of 07°00'26" and a long chord of South 72°01'16" West 6.23 feet; thence South 68°31'04" West 396.17 feet; thence South 20°38'58" West 18.26 feet; thence South 69°21'02" East 43.44 feet; thence South 20°38'58" West 20.00 feet; thence North 69°21'02" West 43.44 feet; thence South 20°38'58" West 89.46 feet; thence South 64°38'21" West 133.19 feet; thence South 87°08'21" West 92.92 feet; thence North 70°36'46" West 44.18 feet; thence South 64°23'14" West 39.47 feet; thence South 19°23'14" West 46.58 feet; thence South 39°24'32" West 59.07 feet; thence South 61°54'23" West 106.06 feet; thence South 28°05'28" East 55.08 feet; thence South 61°54'32" West 20.00 feet; thence North 28°05'28" West 55.08 feet; thence South 61°54'23" West 229.80 feet; thence West 472.70 feet; thence South 78°45'00" West 175.42 feet; thence West 64.34 feet; thence South 606.55 feet; thence South 70°18'40" West 21.24 feet; thence North 613.71 feet; thence West 15.22 feet; thence North 00°25'48" East 20.00 feet; thence East 97.45 feet; thence North 78°45'00" East 175.42 feet; thence East 469.67 feet; thence North 61°54'23" East 346.87 feet; thence North 39°24'32" East 51.56 feet; thence North 19°23'14" East 15.68 feet; thence North 70°36'46" West 27.77 feet; thence North 19°23'14" East 20.00 feet; thence South 70°36'46" East 27.77 feet; thence North 19°23'14" East 15.66 feet;

thence North 64°23'14" East 9.61 feet; thence North 25°36'46" West 428.93 feet to the southerly right-of-way line of Highland Drive and a point on the arc of a 2,162.85 foot radius non-tangent curve to the right, the center of which bears South 26°02'51" East; thence Northeasterly 20.00 feet along said curve and said southerly line through a central angle of 00°31'47" and a long chord of North 64°13'03" East 20.00 feet; thence South 25°36'46" East 403.72 feet; thence North 64°23'14" East 105.29 feet; thence South 25°36'46" East 20.00 feet; thence South 64°23'14" West 105.29 feet; thence South 25°36'46" East 5.26 feet; thence North 64°23'14" East 26.43 feet; thence South 70°36'46" East 48.53 feet; thence North 87°08'21" East 85.01 feet; thence North 64°38'21" East 121.13 feet; thence North 20°38'58" East 128.52 feet; thence North 68°31'04" East 325.67 feet; thence North 19°50'45" West 27.23 feet; thence North 70°09'15" East 20.00 feet; thence South 19°50'45" East 26.66 feet; thence North 68°31'04" East 59.38 feet to a point of tangency of a 71.00 foot radius curve to the right; thence Easterly 8.68 feet along said curve through a central angle of 07°00'26" and a long chord of North 72°01'17" East 8.68 feet; thence North 75°31'29" East 79.79 feet; thence North 14°28'36" West 28.70 feet; thence North 75°31'24" East 20.00 feet; thence South 14°28'36" East 28.70 feet; thence North 75°31'29" East 47.00 feet to the POINT OF BEGINNING. Said easement encompasses 71,361 square feet or 1.64 acres, more or less.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, with the right of ingress and egress to said GRANTEE, its officers, employees, agents and assigns to enter upon the above-described easement with such equipment as is necessary to install, maintain, operate, repair, inspect, and protect the underground waterline.

GRANTOR shall not build or construct or permit to be built or constructed any building or other substantial improvement over or across the easement, nor change the contour thereof without the written consent of GRANTEE. Grantor reserves to Grantor, its successors and assigns, for all times hereafter, the sole and exclusive rights: (a) to use the surface of the premises affected by this Easement for any and all purposes not inconsistent with this Easement, specifically including but not limited to paved roads and parking areas, landscaping, sprinkling lines and systems, sidewalks, curb and gutter; and (b) to run lines for utilities and allow others to run lines for utilities over and across the Easement property, not inconsistent with this Easement.

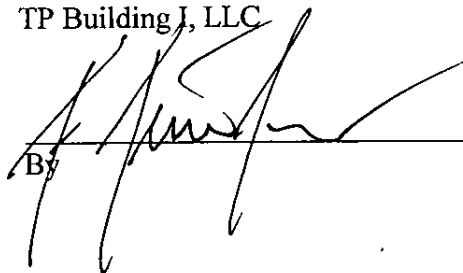
In the event that Grantor desires to relocate the easement granted herein to another location on Grantor's land, Grantee agrees to cooperate with Grantor to allow such relocation, at Grantor's sole cost and expense. In that event, the parties shall execute an amendment to this instrument specifying the relocated route at the time of any such relocation. Recording the amendment shall terminate all rights of the Grantee in the parcel from which the parties move the easement rights of Grantee.

In the event that Grantee disturbs landscaping, lawn, bushes, sprinkling systems, paving, curb, gutter, sidewalks or similar improvements on Grantor's property in the exercise of this Easement, Grantee agrees to promptly restore such improvements to the condition they were in prior to disturbance.

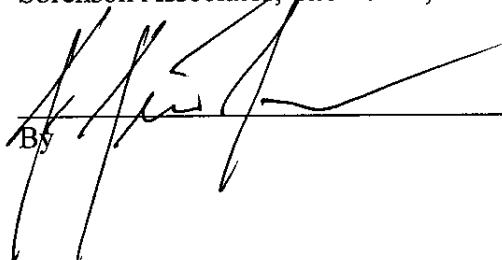
This easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

WITNESS, the hands of said Grantor this 19<sup>th</sup> day of March, 2009.

TP Building I, LLC

By  \_\_\_\_\_ Manager

Sorenson Associates, The Pointe, LLC

By  \_\_\_\_\_ Manager

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup>  
day of March, 2009 by F. TIM Fenton, as  
Manager of TP Building I, LLC, a Utah limited liability company,  
and as Manager of Sorenson Associates, The Pointe, LLC, a Utah  
limited liability company.

Trisha Jordan  
Notary Public

