

WHEN RECORDED, MAIL TO:
Magna Water District
2711 South 8600 West
Magna, Utah 84044

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01/17/2014 04:13 PM \$24.00
Book - 10206 Pg - 1709-1715
GARY W. QTT
RECORDER, SALT LAKE COUNTY, UTAH
ARBOR PARK ASSOCIATES
126 W SEGO LILY DR STE 275
SANDY UT 84070-3381
BY: HFP, DEPUTY - WI 7 P.

Easement

Salt Lake County

ARBOR PARK ASSOCIATES, L.C., a Utah limited liability company (the "Grantor"), hereby GRANT AND CONVEYS to the MAGNA WATER DISTRICT, at 2711 South 8600 West, Magna, Utah 84044 (the "Grantee") for the sum of Ten Dollars, a perpetual non-exclusive easement, for the purpose of installing and maintaining an underground water line within the areas on the real property described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Grantor hereby agrees that Grantee, and its officers, employees, agents, representatives, contractors, and assigns, on behalf of Grantee, shall have the right of reasonable ingress to and egress over Grantor's property to and from the Easement Area with such equipment as is reasonably necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, remove and replace said facilities within the Easement Area as may be required from time to time by Grantee.

Grantor shall have the right to cross over or under the Easement Area, provided, such use shall not unreasonably interfere with said facilities or with the discharge or the conveyance of water and sewer through any pipelines installed by Grantee within the Easement Area. Grantee shall have the right to clear and remove all trees and obstructions within the Easement Area which unreasonably interferes with the use of the Easement Area by the Grantee for the purposes permitted herein. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee. This easement shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantor and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

Grantee shall restore, repair and replace any damage to the Grantor's property to the extent arising out of Grantee's installation, construction, maintenance, repair, replacement, relocation or operation of the facilities within the easement area, including, without limitation, repairing and replacing all paved areas, curbs and landscaping to the same condition such areas existed in prior to any work by Grantee. The Grantee agrees that the pipe will be structurally

strong enough to facilitate the construction of future roads by Grantor over said easement. After dedication of the facilities within the Easement Area to Grantee, and acceptance of said facilities by Grantee, Grantee shall become solely responsible for the operation, maintenance, repair, and replacement of all such facilities in the Easement Area.

This Easement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction. All exhibits attached to this Easement are expressly made a part of and incorporated in this Easement as fully as though completely set forth in this Easement. Any notice, demand, request, covenant, approval or other communication shall be made in writing and shall be deemed given upon personal or hand delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the addresses first written above or such other address as the parties shall have specified in writing.

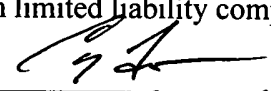
[signature page follows]

The parties have executed this Agreement as of the date first set forth above.

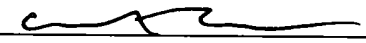
GRANTOR:

ARBOR PARK ASSOCIATES, L.C.,
a Utah limited liability company, by its Managers,

Arbor Commercial Real Estate L.L.C.,
a Utah limited liability company

By 
Name: Cory Bus
Its: Manager

Gardner Property Holdings, L.C.,
a Utah limited liability company

By 
Name: Christine Coan
Its: Manager

GRANTEE

MAGNA WATER DISTRICT

By 
Name:
Its:

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 6 day of Jan., 2014, personally appeared before me Cory Gust, who acknowledged to me that he executed the foregoing instrument as the duly authorized Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, in its capacity as duly authorized Manager of Arbor Park Associates, L.C., a Utah limited liability company.



Melanie Maxfield
Notary Public

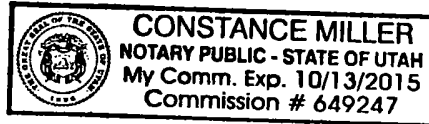
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 8 day of January, 2014, personally appeared before me Christian Gardner, who acknowledged to me that (s)he executed the foregoing instrument as the duly authorized Manager of Gardner Property Holdings, L.C., a Utah limited liability company, in its capacity as duly authorized Manager of Arbor Park Associates, L.C., a Utah limited liability company.

Constance Miller
Notary Public



STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 16 day of January, 2014, personally appeared before me Grant Wilby who acknowledged to me that he executed the foregoing instrument as the duly authorized General Manager of MAGNA WATER DISTRICT.



Michelle L. Boone
Notary Public

EXHIBIT "A"

A 20.00 foot wide easement for Waterline Facilities being 10.00 feet each side of the following described centerlines:

A part of Lots 1, 2, 4, 5, 6 and 8 of Arbor Park Commercial Subdivision lying within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 3500 South Street located 397.17 feet South $89^{\circ}49'24''$ East along the Section Line; and 55.00 feet South $0^{\circ}14'00''$ West from the North Quarter Corner of said Section 32; and running thence South $0^{\circ}14'00''$ West 21.51 feet to a point hereafter referenced as Point A; thence continuing South $0^{\circ}14'00''$ West 5.50 feet to a point hereafter referenced as Point B; thence continuing South $0^{\circ}14'00''$ West 35.23 feet to a point hereafter referenced as Point C; thence continuing South $0^{\circ}14'00''$ West 111.72 feet to the Lot Line and the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point A; and running thence South $89^{\circ}46'00''$ East 19.86 feet to a point on the Grantor's Property Line and the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point B; and running thence South $89^{\circ}46'00''$ East 19.88 feet to a point on the Grantor's Property Line and the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point C; and running thence North $89^{\circ}46'00''$ West 33.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at a point on the Lot Line located 297.66 feet South $89^{\circ}49'24''$ East along the Section Line, and 463.08 feet South $0^{\circ}14'00''$ West from the North Quarter Corner of said Section 32; and running thence South $67^{\circ}44'00''$ West 118.18 feet; thence North $89^{\circ}46'00''$ West 30.00 feet to a point hereafter referenced as Point M; thence continuing North $89^{\circ}46'00''$ West 22.87 feet to a point hereafter referenced as Point N; thence continuing North $89^{\circ}46'00''$ West 20.20 feet to a point hereafter referenced as Point O; thence continuing North $89^{\circ}46'00''$ West 45.79 feet to the East Line of 8400 West Street and the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point M; and running thence South $0^{\circ}14'00''$ West 25.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point N; and running thence North 0°14'00" East 38.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point O; and running thence North 0°14'00" East 32.50 feet to the endpoint of this easement centerline.

ALSO:

Beginning at a point on the Lot Line located 314.08 feet South 89°49'24" East along the Section Line; and 500.96 feet South 0°14'00" West from the North Quarter Corner of said Section 32; and running thence South 67°44'00" West 25.40 feet to the endpoint of this easement centerline.

ALSO:

Beginning at a point on the Lot Line located 327.66 feet South 89°49'24" East along the Section Line; and 551.07 feet South 0°14'00" West from the North Quarter Corner of said Section 32; and running thence North 89°46'00" West 23.00 feet to the endpoint of this easement centerline.

ALSO:

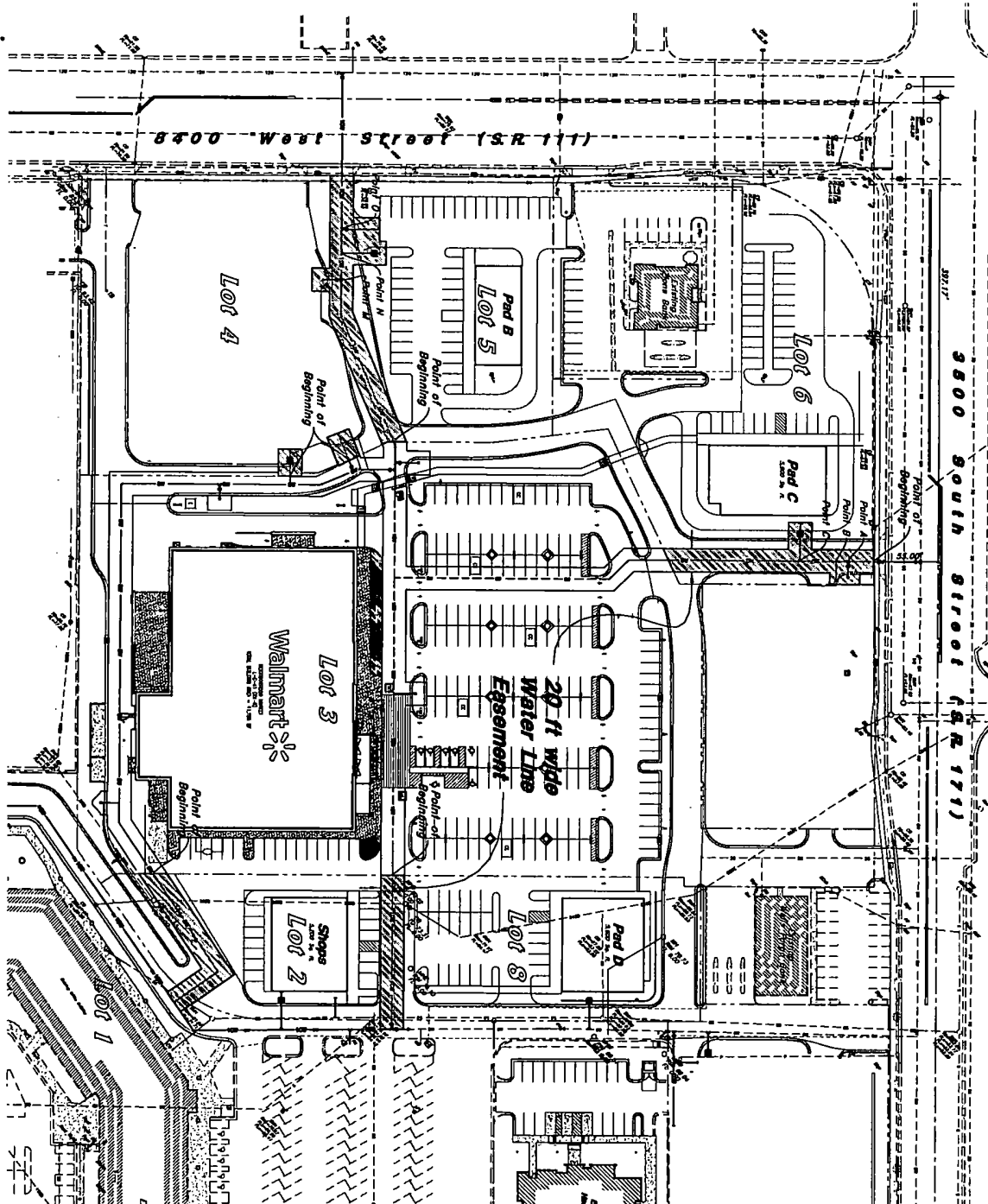
Beginning at a point on the Lot Line located 669.53 feet South 89°49'24" East along the Section Line; and 462.08 feet South 0°14'00" West from the North Quarter Corner of said Section 32; and running thence South 89°46'00" East 131.39 feet to a point in the center of an existing waterline easement and the endpoint of this easement centerline.

ALSO:

Beginning at a point on the Lot Line located 669.53 feet South 89°49'24" East along the Section Line; and 665.94 feet South 0°14'00" West from the North Quarter Corner of said Section 32; and running thence North 56°28'47" East 100.36 feet; thence South 34°36'59" East 45.49 feet to the center of an existing waterline easement and the endpoint of this easement centerline.

Note:

The sidelines of the above described easement are to be extended or shortened to exactly match the existing lot lines.



Arbor Park Shopping Center
 8400 West (S.R. 171) 3500 South (S.R. 171)
 Magna, Salt Lake County, Utah

**Water Line
 Easement**