

5 PV

13869001 B: 11294 P: 5774 Total Pages: 5
01/14/2022 09:18 AM By: dhumel Fees: \$0.00
EASEMENT - EASEMENT OR GRANT OF EASEMENT
Rashele Hobbs, Recorder, Salt Lake County, Utah
Return To: SANDY CITY
10000 CENTENNIAL PARKWAYSANDY, UT 84070



When recorded please return to:
Sandy City Recorder
10000 Centennial Parkway
Sandy, Utah 84070

Address 8475 South Sandy Parkway Sandy, UT 84070 Parcel ID# 21363770134001

GRANT OF EASEMENT FOR WATER LINES

BHCP Sandy, a LLC residing in Salt Lake County, Utah, Grantor, hereby grant, convey and warrant to SANDY CITY CORPORATION, a Utah municipal corporation, Grantee, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and access right-of-way for the construction, repair, maintenance, inspection, replacement or removal of water pipelines for the transportation of water through, across, over and under the described premises, together with all rights of ingress, and egress along said easement necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantees use, occupation and enjoyment of this easement, the right to go upon so much of Grantors property as is reasonably necessary to complete the construction of the pipelines, and the right to place dirt, materials and equipment upon Grantors property near or adjacent to the easement. Prior to any planned construction work or water service interruptions, Grantee will provide advanced notice to Grantor. Grantee will maintain two access points for flow of traffic during planned construction. All surface damaged caused by Grantee will be restored to match prior existing conditions. The easement is more particularly described as the following property in Salt Lake County, Utah:

See Attached Exhibit

Grantee shall indemnify and save harmless Grantor and its respective subsidiaries, affiliates, shareholders, directors, officers, partners and employees from and against any and all claims and demands on account of damage to any property or injury to persons including death resulting therefrom, losses, damages, expenses (including attorneys' fees and investigation costs), payments, recoveries and judgments in connection therewith arising out of or caused by the negligent acts, errors or omissions of Grantee, its officers or employees. Nothing in this Grant of Easement for Water Lines shall be construed to waive any provision of the Utah Governmental Immunity Act (U.C.A. §63G-7-101 et seq.)

This easement shall be binding on the Grantor and Grantee and their respective successors and assigns.

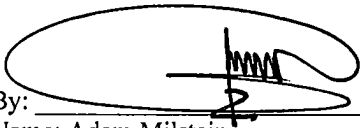
[SIGNATURE BLOCK NEXT PAGE]

WITNESS the hand of said Grantor this 12th day of October, A.D. 2021.

BHCP Sandy, LLC, a Delaware limited liability company

By: Baldwin Hills Crenshaw Plaza, LLC, a California limited liability company
Its: Sole Member

By: Pacific West Management, a California General Partnership
Its: Sole Manager

By:  _____

Name: Adam Milstein

Title: Trustee, Milstein Family Trust, Partners

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

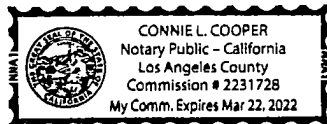
County of Los Angeles }

On October 12, 2021 before me, Connie L. Cooper Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Adam Milstein

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

PARCEL: 21-36-377-013-4001

OWNER: BHCP SANDY, LLC

PERMANENT WATERLINE EASEMENT

BEGINNING AT THE SOUTHWEST CORNER OF A PERMANENT EASEMENT FOR A WATER LINE ON PARCEL 21-36-377-013-4001, WHICH POINT IS ON THE WESTERLY LINE OF SAID PARCEL, LOCATED S.89°46'11"E., ALONG THE SECTION LINE, A DISTANCE OF 1348.05 FEET AND N.00°13'49"E., A DISTANCE OF 338.53 FEET FROM THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTHWESTERLY ALONG THE AFORESAID PROPERTY LINE N.12°43'40"W., A DISTANCE OF 20.01 FEET; THENCE LEAVING SAID PROPERTY LINE AND THROUGH PARCEL 21-36-377-013-4001 THE FOLLOWING TWELVE (12) COURSES: 1) N.75°40'09"W., A DISTANCE OF 320.38 FEET; 2) S.83°34'05"W., A DISTANCE OF 39.39 FEET; 3) N.81°12'46"E., A DISTANCE OF 7.51 FEET; 4) N.07°47'41"W., A DISTANCE OF 522.89 FEET; 5) N.09°00'03"W., A DISTANCE OF 45.81 FEET TO A POINT ON A CURVE ; 6) A CURVE TO THE LEFT, A RADIAL DISTANCE OF 197.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31°55'29", A DISTANCE OF 110.12 FEET (CHORD BEARS N.22°10'48"W. 108.70 FEET); 7) N.41°28'26"W., A DISTANCE OF 150.69 FEET TO A POINT ON A CURVE; 8) A CURVE TO THE LEFT, A RADIAL DISTANCE OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 48°01'20", A DISTANCE OF 33.52 FEET (CHORD BEARS N.65°59'26"W. 32.55 FEET); 9) S.90°00'00"W., A DISTANCE OF 4.33 FEET; 10) N.84°16'31"W., A DISTANCE OF 14.45 FEET; 11) N.84°40'48"W., A DISTANCE OF 14.68 FEET; 12) N.87°36'25"W., A DISTANCE OF 36.87 FEET TO THE WESTERLY PROPERTY LINE OF THE SAID PARCEL; THENCE ALONG SAID PROPERTY LINE N.00°46'05"W., A DISTANCE OF 20.03 FEET; THENCE LEAVING SAID PROPERTY LINE AND THROUGH PARCEL 21-36-377-013-4001 THE FOLLOWING TEN (10) COURSES: 1) S.87°36'25"E., A DISTANCE OF 38.48 FEET; 2) S.84°40'48"E., A DISTANCE OF 15.27 FEET; 3) S.84°16'31"E., A DISTANCE OF 13.52 FEET; 4) S.90°00'00"E., A DISTANCE OF 3.33 FEET TO A POINT ON A CURVE; 5) A CURVE TO THE RIGHT, A RADIAL DISTANCE OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 48°06'54", A DISTANCE OF 50.38 FEET (CHORD BEARS S.65°56'39"E. 48.92 FEET); 6) S.41°28'26"E., A DISTANCE OF 151.34 FEET TO A POINT ON A CURVE; 7) A CURVE TO THE RIGHT, A RADIAL DISTANCE OF 217.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31°57'02", A DISTANCE OF 121.36 FEET (CHORD BEARS S.22°19'26"E. 119.79 FEET); 8) S.09°00'03"E., A DISTANCE OF 45.55 FEET; 9) S.07°47'41"E., A DISTANCE OF 522.75 FEET; 10) N.81°12'46"E., A DISTANCE OF 23.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE S.07°53'24"E., ALONG SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY AND THROUGH PARCEL 21-36-377-013-4001 THE FOLLOWING THREE (3) COURSES: 1) S.81°12'46"W., A DISTANCE OF 53.50' FEET; 2) N.83°34'05"W., A DISTANCE OF 38.39 FEET; 3) S.75°40'09"W., A DISTANCE OF 317.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION IS INTENDING TO BE TWENTY (20) FEET WIDE, TEN (10) FEET EITHER SIDE OF THE PROPOSED WATERLINE AND CONTAINING 27,154 SQUARE FEET OR 0.623 ACRES MORE OR LESS.

