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WHEN RECORDED RETURN TO:

West Valley City Recorder  
3600 S. Constitution Blvd.  
West Valley City, Utah 84119

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Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: WEST VALLEY CITY  
3600 CONSTITUTION BLVDWVC, UT 841193720



Space above for County Recorder's use

PARCEL I.D. # 15-33-251-008 and 15-33-251-011

**PUBLIC SIDEWALK EASEMENT**

This Public Sidewalk Easement (this “**Agreement**”) is made as of Seq 27, 2022 by and between AGTL West Valley Owner, L.L.C. a Delaware limited liability company (“**Grantor**”), and West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns (“**Grantee**”).

1. Grant of Easement. Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee a perpetual easement in gross for public access, maintenance, repair, alteration, and replacement of a public sidewalk on, over, and across real property located at 2600 West 3800 South in West Valley City, Salt Lake County, State of Utah, described as follows (the “**Easement Area**”):

A parcel of land being a part of a Parcel described in that General Warranty Deed recorded February 17, 2022 as Entry No. 13893856 in Book 11307, at Page 4582 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Said parcel of land is described as follows:

Beginning at a point on which is 615.59 feet S. 89°48’49” E. along the Quarter Section line and North 40.00 feet from the center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence N. 84°42’51” E. 34.55 feet; thence S. 00°11’11” E. 3.29 feet; thence N. 89°48’49” W. 34.39 feet to the Point of Beginning.

The above described parcel of land encompasses 57 sq. ft. in area, more or less.

BASIS OF BEARING: S. 89°48’49” E. along the Section line between the Center of Section 33 and the East Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

2. Covenants to Run With the Land. The easements, rights and interests granted herein shall be an easement in gross for the benefit of Grantee and shall constitute covenants running with the land, or equitable servitudes, as the case may be, and shall burden the Easement Area, as the servient estate.

3. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

4. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

5. No Dedication. Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Easement Area to the general public, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein.

6. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties, and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on any of the parties unless reduced to writing and duly executed and delivered by the parties.

7. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

8. Applicable Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

*[Signatures on Following Page(s)]*



