

4102131

Easement

Flood Control
WHEN RECEIVED RETURN TO
SALT LAKE COUNTY
REAL ESTATE SECTION

THE WOODLANDS ASSOCIATES, Grantor,
of SALT LAKE CITY, County of SALT LAKE, State of UTAH,
hereby grants and conveys to SALT LAKE COUNTY Grantee, for the sum of
TEN Dollars,

The undersigned hereby grants, conveys, warrants, non-exclusive sells and sets over unto Salt Lake County, a body corporate and politic, its successors and assigns, Grantee for the sum of Ten Dollars (10.00) and other good and valuable consideration, a perpetual easement and right-of-way for construction, operation and continued maintenance, repair, alteration, inspection and replacement of the underground storm drainage system on, over, under and across the following described real property situated in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point on the West Line of Lot 8, Block 5, Ten Acre Plat "A", Big Field Survey, said point being North 0°14'13" East, 28.22 feet from the Southwest Corner of said Lot 8 and running thence North 0°14'13" East, 125.00 feet along said West Line; Thence South 89°45'47" East, 15.00 feet; thence South 5°47'08" East, 95.31 feet; thence South 81°11'56" East, 182.12 feet; Thence North 84°54'49" East, 182.14 feet; Thence South 83°52'45" East, 382.04 feet to the East Line of said Lot 8; Thence South 0°09'59" West, 6.01 feet to the Southeast corner of said Lot 8; Thence South 0°09'59" West, 19.83 feet; Thence South 89°55'00" West, 39.83 feet; Thence North 83°52'45" West, 342.18 feet; Thence South 84°54'49" West, 182.85 feet; Thence North 81°11'56" West, 174.20 feet; Thence North 87°39'20" West, 32.00 feet to the point of beginning.

Contains 24,972.43 sq. ft. or 0.573 acres.

Please see also attached Exhibit "A" setting forth additional conditions of this Easement.

WITNESS, the hand of said Grantor, this _____ day of _____, A. D. 19 _____

Signed in the presence of: THE WOODLANDS ASSOCIATES, a Utah joint venture
By MHP-Woodlands, Ltd., a Utah limited partnership
By MHC Properties, Ltd.
By: Gary L. Machan
Gary L. Machan, President

STATE OF UTAH)
County of Salt Lake)
On the 15th day of April, 1985,
me, _____, ss.
who duly acknowledged to me that he executed the same.
My Commission expires: 3-25-89

Katherine Malcher
Notary Public

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Exhibit "A"

1. Grantor may use and maintain the surface and subterranean portions of the Property and allow its successors, assigns and tenants, guests, invitees, customers, agents and employees to use the surface of the Property so long as no building or other permanent structure is built thereon; provided that Grantor may construct curb, gutter, sidewalks, roadways, paving and similar improvements on the Property and may plant grass, flowers, shrubs, trees and similar landscaping on the Property, and may place utility lines through the Property so long as such utilities do not materially interfere with the operation of the storm drain system.

2. Grantee agrees to indemnify, save harmless and defend Grantor, its agents and employees from and against any loss, cost or expense, and all damage to Grantor's property, including attorneys' fees arising out of overflow or collapse of the drainage system, which is due to or attributable to the negligent acts or design of the Grantee arising out of the operation of, and flow of water through, the conduit by Grantee and Grantee also agrees to indemnify Grantor for any and all cost or expense for repair or replacement of any surface or subterranean improvements installed thereon or therein.

3. If Grantee shall fail to comply with any covenant contained in this Agreement in accordance with the terms of this Agreement to the reasonable satisfaction of Grantor, or shall fail to pay Grantor any sums of money the Grantee may be forced to expend to remedy any damage to Grantor's land or to make any repair of such improvement and such default shall continue for ninety (90) days

after written notice to Grantee (which ninety (90) days period may be extended in writing only by Grantor for such longer period as Grantor determines reasonably necessary to effect a cure of a non-monetary default if Grantee promptly commences and diligently pursues such cure), then Grantor, in addition to all other remedies at law or equity, shall have the remedy of specific performance.

KATHLEEN L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
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No Fee

JUN 24 3 29 PM '85
SALT LAKE COUNTY

Penmi Korolozas
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Real Estate
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