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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: SBM, DEPUTY - WI 2 P.

Please return to:

Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
Salt Lake County Parcel ID:
08-28-277-002

EASEMENT

BOYER AIRPORT CENTER III,LC, a limited liability company whose mailing address is 90 S 400 West, Suite 200, Salt Lake City, Utah 84101 by **THE BOYER COMPANY, LC**, a Utah limited liability company, it's managing member, whose mailing address is 90 S 400 W, Suite 200, Salt Lake City, Utah 84101, hereby grants and conveys to **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, whose address is 451 South State Street, Salt Lake City, Utah 84111, its successors-in-interest and assigns, ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a thirty-foot wide perpetual easement and right-of-way, for construction, operation, and continued maintenance, repair, alteration, inspection and replacement, of a storm sewer line, together with any service lines and all facilities attendant thereto, upon, over, under, across and through the following described land, situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point lies South 89°51'18" West along the north line of the Northeast Quarter of Section 28, Township 1 North, Range 1 West, Salt Lake Base and Meridian, 692.22 feet from the Northeast corner and South 00°08'42" East 2396.60 feet, said point also being a point on the North lot line of lot 3 of One Airport Center, Phase 1 Plat, Running thence South 05°18'09" East 321.40 feet to a point on the South lot line of said lot 3; thence North 89°57'22" West 30.13 feet along said lot line; thence leaving said lot line North 05°18'09" West 321.40 feet to a point on the North right-of-way line of said lot 3; thence South 89°57'22" East 30.13 feet along the North lot line of said lot 3 to the POINT OF BEGINNING. RG
11/6/2003

Said parcel of land contains 0.221 Acres.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements, paving and landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the Grantee access and use of the easement.
2. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. Grantee shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. This Easement shall be liberally construed in the favor of the Grantee.

WITNESS the hand of the Grantor this _____ day of _____, 2003.

BOYER AIRPORT CENTER III, LC, a
limited liability company

By its manager:

THE BOYER COMPANY, LC, a limited
liability company



By: H. ROGER BOYER
Its: MANAGER

ACKNOWLEDGMENT

STATE OF UTAH)

:SS

County of Salt Lake)

On the 31st day of October, 2003, personally appeared before me H. Roger Boyer, who being by me duly sworn, did say that he executed the foregoing instrument as the manager of The Boyer Company, LC, a limited liability company, managing member of Boyer Airport Center III, LC, a limited liability company respectively, and that the statements contained therein are true.

