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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: ZJM, DEPUTY - WI 3 P.

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

Space above for County Recorders Use

County Parcel No. 15-10-376-011
15-10-376-012

EASEMENT

California Redwood LLC, a limited liability company, ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a 42-inch sanitary sewer trunk line, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto ("Easement Property"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

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 or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City 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 City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. City 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 City.
5. Grantor agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and

charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or trespassers.

WITNESS the hand of the Grantor this _____ day of _____, 2004.

CALIFORNIA AVENUE, LLC, a limited liability company


By: STEPHEN L. TRIPP
Its: MANAGER

STATE OF UTAH)
 :ss.
County of Salt Lake)

On Oct 4, 2004, personally appeared before me Stephen L. Tripp, who being by me duly sworn did say that he is the manager, respectively of California Redwood, LLC, a limited liability company, and said person acknowledged to me that said person executed the same.


NOTARY PUBLIC, Residing in
Salt Lake County



Notary Public
Peggy McKissen
1211 E. 2700 S #18
Salt Lake City UT 84106
My Commission Expires
May 15, 2005
State of Utah

EXHIBIT "A"

Legal Description
Sanitary Sewer Line Easement

A strip of land of the uniform width of 14 feet, the Northeasterly line of said strip to be lengthened or shortened as necessary so as to commence at the Northerly line of lot 8 of California Redwood Commercial Park Subdivision and to terminate at the Southerly line of lot 1 of said subdivision, the Southwesterly line of said strip described as follows:

Beginning at the Northwest corner of the California Redwood Commercial Park Subdivision (a future subdivision) said corner bears East 13.85 feet and North 00°03'08" West 1322.87 feet and South 89°45'26" West 1302.34 feet from the South Quarter Corner of Section 10, Township 1 South, Range, 1 West, of the Salt Lake Base and Meridian, and running thence South 54°18'58" East, and along a curve to the right, on the Southwesterly line of said subdivision, 1200 feet, more or less, to the most Southerly Corner of Lot 6 of said subdivision, and the terminus of this description.

RE
5/13/2005