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Book - 9300 Pg - 8600-8604  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
RIVERTON CITY  
ATT: KAREN HDM-ENGINEERING DEP  
12830 S 1700 W  
RIVERTON UT 84065  
BY: KLD, DEPUTY, - WI 5 P.  
By: KLD

WHEN RECORDED RETURN TO:  
Riverton City, Recorder  
12830 South 1700 West  
Riverton City, Utah 84065-2406

CONTRACT AND GRANT OF EASEMENT

The undersigned L.H. Perry Investments, LLC, a Utah limited liability company, herein after referred to as Grantor(s), of Salt Lake County, State of Utah, in consideration of Ten Dollars, receipt of which is acknowledged, the execution of that certain Storm Drain Agreement between Grantor and the City of Riverton dated April 18, 2006, and the prospective benefits to be derived by reason of the locating, establishing, constructing, and maintaining the public improvements, as hereinafter described, do hereby convey and release to Riverton City, an easement and rights of ways for underground storm drain piping and improvements, hereinafter more particularly designated and described, over and across lands owned by Grantor(s) and situated in the County of Salt Lake, State of Utah and more particularly described as follows:

**Beginning at the Southeast corner of Lot 4 of the Western Springs Phase 1 Subdivision as recorded on October 30, 2000 in the Office of the Salt Lake County Recorder as entry number 7749012 on page 297 of Book 2000P; and running thence North 00°16'55" East 244.02 feet to the beginning of a 25 foot radius curve to the left (bearing to center is North 89°43'05" West, a delta angle of 83°06'28", a chord bearing of North 41°16'19" West, a chord distance of 33.17 feet); thence 36.26 feet along the arc of said curve; thence South 00°16'55" West 268.66 feet; thence South 89°13'15" East 22.00 feet to the point of beginning.**

The easement hereby conveyed and released is for the sole purpose of locating, establishing, construction and maintaining underground storm drain related improvements as determined necessary by Riverton City (the "Improvements").

Grantor(s) also grant and convey to the City of Riverton the described easement for the construction and maintenance thereof; and it shall be deemed a sufficient conveyance to vest in the City an easement in such lands for the uses and purposes contemplated by the Improvements with such rights of entry upon, passage over, temporary deposit of excavated earth, and temporary and limited storage of material and equipment on such areas as may be necessary or useful for the construction, maintenance, cleaning out, and repair of such storm drain. The City of Riverton specifically acknowledges that Grantor shall have the right to the full enjoyment and use of the surface of the described easement, and that the City of Riverton shall repair and replace, at its own cost, any of Grantors improvements constructed on the described easement that may be disturbed by City of Riverton's construction or maintenance of the Improvements within the described easement. City of Riverton shall also utilize the described easement in a manner so as to limit, insomuch as possible, any negative impact to Grantors improvements on the described easement or to the ongoing business operations of Grantor located on property adjacent to the described easement.

Grantors, their successors and assigns to the property(s), agree to reasonably act so as to protect the storm drain system described in the easement.

27-31-101-002-

Grantor(s) release Riverton City from any and all claims for damages arising in any way or incident to the future reconstruction and maintenance of the storm drain system across the described land except as may arise from negligence or a violation of the terms and covenants of this Agreement.

These covenants and the related easements and rights of way for the underground storm drain system shall run with the land and be enforceable against all future owners of the land.

In witness whereof, we have hereunto set our hands this 22 day of MAY, 2006.

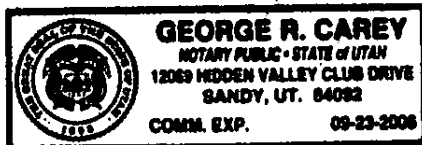
Grantor(s):

L.H. PERRY INVESTMENTS, LLC

By: William O. Perry, III  
William O. Perry, III, Manager

STATE OF UTAH )  
 )SS.  
COUNTY OF SALT LAKE )

On the 22 day of May, 2006, personally appeared before me William O. Perry, III the signer of the within instrument, who duly acknowledged to me that they executed the same with full power and authority to do so.



George R. Carey  
NOTARY PUBLIC  
Residing at: Sandy

Acceptance:

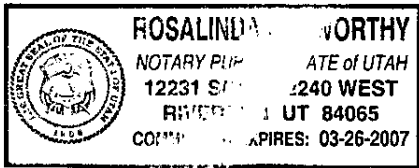
RIVERTON CITY:

By: Thomas Beesby  
Name: Thomas Beesby  
Title: Assistant City Engineer

STATE OF UTAH )  
 )SS.  
COUNTY OF SALT LAKE )

On the 25<sup>th</sup> day of May, 2006, personally appeared before me Rosalinda Deworthy the signer of the within instrument on behalf of Riverton City, who duly acknowledged to me that they executed the same with full power and authority to do so.

Rosalinda Deworthy  
NOTARY PUBLIC  
Residing at:





Prepared by: Meridian Title Company



SCALE: 1" =

50.00'

