

10317649  
 01/08/2008 09:57 AM \$0.00  
 Book - 9556 Pg - 7934-7937  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 CITY OF HOLLADAY  
 4580 S 2300 E  
 HOLLADAY CITY UT 84117  
 BY: ZJM, DEPUTY - WI 4 P.

When Recorded Mail to:

City of Holladay  
 Attn: City Recorder  
 4580 South 2300 East  
 Holladay, Utah 84117

Tax Parcel: 16-34-479-017

**GRANT OF EASEMENT  
 SIDEWALK AND PEDESTRIAN ACCESS**

This GRANT OF EASEMENT has been executed on this 3 day of December 2007 by LINCHAN PROPERTIES, L.L.C., a Utah limited liability company of 3127 East Granite Woods Lane, Sandy, Utah 84092 as GRANTOR and by the CITY OF HOLLADAY, a Political Subdivision of the State of Utah, of 4580 South 2300 East, Holladay, Utah 84117 as GRANTEE.

WHEREAS, Grantor is the owner of certain real property located in Salt Lake County, State of Utah that is more particularly described on the Exhibit "A" that is attached hereto and by this reference made a part hereof (hereinafter the "Easement Property").

WHEREAS, Grantee is the owner of the 2700 East street right of way which abuts the Easement Property on the East (hereinafter the "Grantee's Property").

WHEREAS, Grantee is desirous of obtaining an easement and right of way over and across the Easement Property for the purpose of constructing and maintaining thereon a public sidewalk. Grantors are willing to grant such an easement and right of way.

THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by one to the other the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained herein, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT AND RIGHT OF WAY. The Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across and along the Easement Property for the construction and maintenance of a sidewalk with full and free right of access for Grantee and members of the general public at all times hereafter.

2. IMPROVEMENTS TO RIGHT OF WAY. Grantor shall have the obligation to construct the sidewalk and related landscape improvements within the Easement Area according to plans and specifications approved by Grantee. Construction of such improvements shall be at the sole cost and expense of the Grantor.
3. MAINTENANCE. All costs associated with the maintenance and repair of the Easement Property and the improvements constructed by the Grantor thereon shall be the sole expense of the Grantor.
4. INDEMNIFICATION. The Grantor agrees to protect, indemnify and save harmless the Grantee from and against any and all liability, loss, cost, damage, expense and claims of every kind and nature due to injury or death of any person or loss of or damage to any property whatsoever, arising directly or indirectly out of or incident to the use of the Easement Area by the Grantor.
5. NO INTERFERENCE. At all times, the Easement Area shall be kept free and open and Grantor nor Grantee shall not prohibit or attempt to prohibit the use of the Easement Area by the other party for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Area which shall prevent or interfere with the use of the Easement Area as contemplated herein.
6. SUCCESSORS AND ASSIGNS. The easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective successors and/or assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement in Holladay, Utah on the day and year first written above.

GRANTOR: LINCHAN PROPERTIES, L.L.C., a  
Utah limited liability company

By: R. Reed Channell  
R. REED CHANNELL, Manager

By: Linda L. Channell  
LINDA L. CHANNELL, Manager

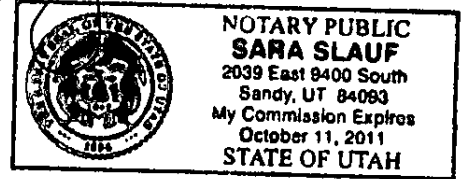
ACCEPTED BY: CITY OF HOLLADAY, a  
Political Subdivision of the State of Utah

By: Kathy Yell  
Its: City Manager

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

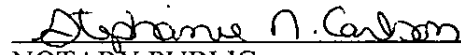
On the 3 day of December 2007, personally appeared before me R. REED CHANNELL and LINDA L. CHANNELL, signers of the foregoing instrument who duly acknowledged to me that they executed the same in their capacities as the Managers of Linchan Properties, L.L.C., a Utah limited liability company and who further acknowledged that said limited liability company executed the same.

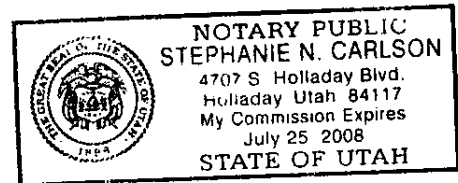
  
\_\_\_\_\_  
NOTARY PUBLIC



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

On the 3 day of December 2007, personally appeared before me Randy Fitts, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his/her capacity as the City Manager of the City of Holladay, a Political Subdivision of the State of Utah.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT "A"**

**(DESCRIPTION OF EASEMENT PROPERTY)**

The Easterly 13 feet of the Grantor's real property located in Salt Lake County, State of Utah that is more particularly described as follows:

BEGINNING North 0°02'30" East 1138.67 feet and North 89°57'30" West 133 feet from the Southeast Corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°57'30" West 105.21 feet; thence South 62°54' West 77.12 feet; thence South 57°42' West 69.71 feet; thence South 36°04'10" East 123.06 feet; thence South 9°33'04" West 92.15 feet; thence South 35°13'03" West 18.98 feet; thence South 1°21'50" West 41.68 feet; thence South 29°14'56" West 88.52 feet; thence South 49°28'02" West 91.85 feet; thence South 21°56' West 39.14 feet; thence South 70°48' East 40.95 feet; thence South 15° East 124.5 feet; thence North 59° East 99.07 feet; thence South 89°42'30" East 108.738 feet; thence North 0°03' East 2.385 feet; thence South 89°57' East 150.267 feet; thence North 0°02'30" East 448.98 feet; thence West 100 feet; thence North 125 feet to the point of beginning. (BEING PT OF LOT 159, SUNNYSIDE HEIGHTS)

Tax Parcel: 16-34-479-017