



ENT 133442:2009 PG 1 of 4
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2009 Dec 31 12:56 pm FEE 22.00 BY SS
NATIONAL TITLE AGENCY LLC
NATIONAL

SEWER PIPELINE EASEMENT AND DEDICATION AGREEMENT

THIS SEWER PIPELINE EASEMENT AND DEDICATION AGREEMENT (the "Agreement") is made and entered into by SK5-PC1, LLC, SK5-PC2, LLC, PARKWAY CROSSING LLC, AND PARKWAY PROPERTIES INC. (herein the "GRANTORS"), and by the City of Orem (herein the "GRANTEE").

The Grantors hereby dedicate and grant to **THE CITY OF OREM**, a municipal corporation, whose address is 56 North State, Orem, Utah 84057, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, an existing sewer pipeline and a perpetual easement and right of way for the installation, construction, operation, access, upgrade, and continued maintenance, repair and inspection of a Sewer Pipeline and related appurtenances, on, over, under, and across a strip of land being Fifteen (15) feet on each side of the following described centerline located in the City of Orem in the County of Utah, State of Utah, Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and more particularly described as follows:

Commencing at a point located South 89°28'50" West along the Section line 317.32 feet and North 441.27 feet from the South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°41'03" West 486.07 feet; thence North 49°59'41" West 45.29 feet; thence North 28°48'13" West 700.61 feet to a point located South 89°28'50" West along the Section line 1175.67 feet and North 1089.41 feet from the South quarter corner of said Section 21.

Except as provided below, if the Grantor(s) or any other person or entity places improvements to land that interfere with the easement rights described herein, the Grantor(s) or their successors or assigns shall bear the risk of loss or damage to those improvements resulting from the exercise of the easement rights described herein.

The Grantee shall restore or repair, at the expense of the Grantee, any fence, grass, soil, shrubbery, bushes, flowers other low level vegetation, sprinkler system, irrigation system, gravel, flat concrete, or asphalt damaged or displaced from the exercise of the easement rights described herein. Grantee agrees to indemnify Grantors and their lenders of and from any and all claims, damages, cost and expenses asserted by third parties who are hired by the Grantee to perform work or provide services in connection with the Easement arising out of a claim that said third parties have not been paid for such work or services.

This Agreement is subject to inspection and acceptance of the existing sewer line by the Grantee in the easement area described herein. In the event that the City discovers any significant damage or defect in the existing sewer line, Grantee shall be required to repair such damage or defect prior to acceptance of the dedication and easement by the Grantee.

With respect to the grant by SK5 PC1, LLC and SK5 PC2, LLC, (collectively "SK5") it is understood and agreed that the grant contemplated hereunder shall be effective with respect to SK5 upon receipt by SK5 of the written consent of its lenders to the grant contemplated hereby.

4815-3456-4101.1
49 526 001
49 526 003 18 027 0123
49 526 004 18 027 0125
49 524 006 18 027 0127

ORIGINAL DOCUMENT
City of Orem Recorder's Office

WITNESS the hand of said Grantors and Grantee, this 13 day of November, 2009.

SK5-PC1, LLC

By:

Casey S. Keller

STATE OF UTAH)
 Davis : ss.
COUNTY OF ~~SALT LAKE~~)

The foregoing instrument was acknowledged before me this 13 day of November, 2009, by Casey S. Keller, as Executor of SK5-PC1, LLC who represented and acknowledged to me that he/she did execute this Sewer pipeline Easement and Dedication Agreement on behalf of SK5-PC1, LLC.

[Signature]
NOTARY PUBLIC
Residing at: Wells Fargo Bank

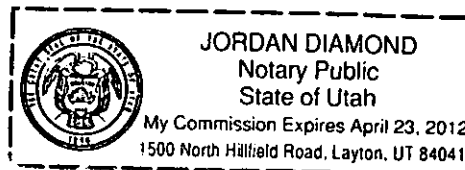
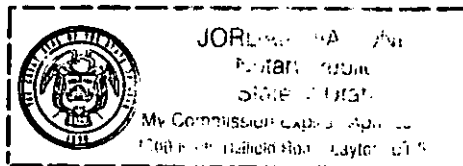
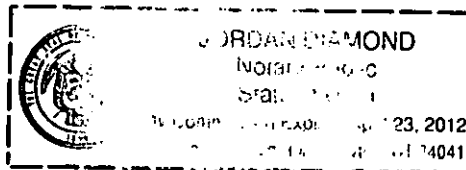
My Commission Expires:

04/23/2012

SK5-PC2, LLC

By:

Casey S. Keller

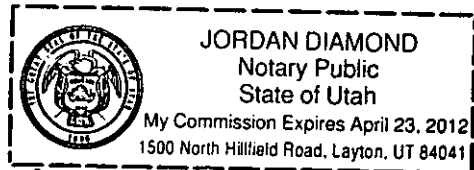


STATE OF UTAH)
 : ss.
COUNTY OF Davis SALT LAKE)

The foregoing instrument was acknowledged before me this 13 day of November, 2009, by Casey S Keller, as executor of SK5-PC2, LLC who represented and acknowledged to me that he/she did execute this Sewer pipeline Easement and Dedication Agreement on behalf of SK5-PC2, LLC.

[Signature]
NOTARY PUBLIC
Residing at: Wells Fargo Bank

My Commission Expires:
04/12/2012



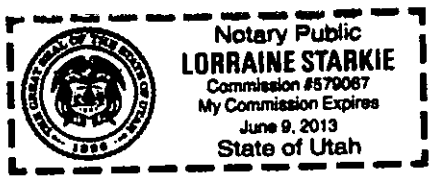
PARKWAY CROSSING, LLC
By: BURTON LUMBER & HARDWARE Co., Manager
[Signature]
By BLM, President

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

The foregoing instrument was acknowledged before me this 17 day of November, 2009, by Dan Burton, as Pres. of Burton Lumber, Manager of PARKWAY CROSSING, LLC who represented and acknowledged to me that he/she did execute this Sewer pipeline Easement and Dedication Agreement on behalf of PARKWAY CROSSING, LLC.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City Ut.

My Commission Expires:
6/9/13



PARKWAY PROPERTIES INC.

By:

Merrill Gappmayer, President

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

The foregoing instrument was acknowledged before me this 13th day of November, 2009, by Merrill Gappmayer, as President of PARKWAY PROPERTIES INC. who represented and acknowledged to me that he/she did execute this Sewer pipeline Easement and Dedication Agreement on behalf of PARKWAY PROPERTIES INC.

Jordan Diamond
NOTARY PUBLIC
Residing at: Wells Fargo Bank

My Commission Expires:

04/23/2012

CITY OF OREM

By:

Jim Reams
Jim Reams, City Manager

ATTEST:

Donna R. Weaver
Donna Weaver, City Recorder

