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08/15/2001 10:42 AM NO FEE
Book - 8489 Pg - 6095
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY MANAGEMENT SERVICES
BY: ARG. DEPUTY - WI 1 P.

Please return to:
Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Id. No. 16-06-204-025

7975943
08/15/2001

EASEMENT

Marriott Senior Living Services, Inc., a Delaware corporation, whose principal mailing address is 10400 Fernwood Road, Bethesda, Maryland 20817, ("Grantor"), hereby 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, an exclusive easement and right-of-way for the location construction, operation, maintenance, repair, alteration, inspection and replacement, of an irrigation and drainage canal known as the Jordan and Salt Lake City Canal, together with any service lines and all facilities appurtenant 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 North 0002'50" West 220.65 feet from the Southeast corner of Lot 1 Block 62, Salt Lake City Survey; thence North 2432'37" West 43.25 feet; thence South 8958'36" West 247.14 feet; thence North 5952'19" West 39.81 feet; thence North 8958'36" East 294.43 feet along the Northerly property line thence South 2432'37" East 12.22 feet; thence South 0002'49" East 48.23 feet along the Easterly Property Line to the point of beginning. Contains 0.1371 Acres

Together with all rights of ingress and egress (Grantee shall endeavor to give Grantor at least 48 hours advance notice of entry onto Grantor's property, except in an emergency) necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which reasonably may injure or interfere with the Grantee's use, occupation or enjoyment of this easement. Grantee shall not be liable to Grantor, heirs or assignors for the cost of restoring the surface to its condition prior to maintenance, repair or replacement work, but such cost shall be borne fully by Grantor.

Grantor reserves to itself the right for maintaining a parking lot and landscaping upon the property described above.

WITNESS the hand of the Grantor this 15th day of November, 2000.

MARRIOTT SENIOR LIVING SERVICES, INC.

Michael J. Giacopelli, Jr.
By: _____

Its:

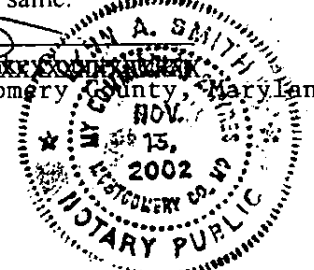
MARYLAND)
STATE OF ~~MD~~)
Montgomery : ss.
County of ~~SALT LAKE~~)

On this the 15th day of November, 2000, personally appeared before me Michael J. Giacopelli, Jr., the signer of the foregoing instrument, who by me duly sworn did say that he/she is the Vice President, respectively, of MARRIOTT SENIOR LIVING SERVICES, INC., a Delaware Corporation, that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said person acknowledged to me that said corporation executed the same.

Lynn A. Smith
NOTARY PUBLIC, residing in Salt Lake County, Utah
Montgomery County, Maryland

My Commission Expires:
11-13-02

LYNN A. SMITH
Notary Public
Montgomery County
Maryland
My Commission Expires Nov 13, 2002



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