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Book - 9261 Pg - 4299-4301  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
1530 S WEST TEMPLE  
SLC UT 84115  
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 Recorder's Use

County Parcel No. 14-13-100-009

**EASEMENT**

**Parkwood Arizona, L.L.C.**, an Arizona limited liability company, by its managing member, **EJM Development Co.**, a California limited partnership, ("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 twenty-foot storm drainage swale, 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").

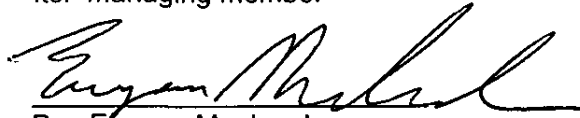
Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

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 27<sup>th</sup> day of February, 2006.

Parkwood Arizona, L.L.C., an Arizona  
limited liability company

By: EJM Development Co., a California  
limited partnership  
Its: managing member



By: Eugene Monkarsch  
Its: General Partner



By: Jerry Monkarsch  
Its: General Partner

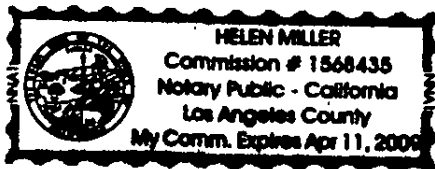
#### ACKNOWLEDGMENT

STATE OF CALIFORNIA )

:ss.

County of LOS ANGELES )

On this 27 day of February, 2006, personally appeared before me Eugene Monkarsch and Jerry Monkarsch who being personally know to me or who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.



NOTARY PUBLIC, residing in L.A.

**Exhibit "A"**

A 20.00 foot wide easement for a drainage ditch over, across and through a strip of land located in the West Half of Section 13, Township 1 South, Range 2 West, Salt Lake Base and Meridan, Salt Lake City, Utah, which is 10.00 feet on both sides of the following described centerline:

Beginning at a point South 00°00'05" West 139.62 feet along the section line and North 89°52'15" East 75.01 feet from the West Quarter corner of said Section 13, and running thence North 00°00'16" West 2562.92 feet to the southerly line of the Lee Drain easement and the terminus of this easement.

Contains 51,239 square feet of 1.18 acres of area.