

4

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Parcel No. 15071270010000
15073000140000

13450583
11/04/2020 11:16 AM \$0.00
Book - 11054 Pg - 1287-1290
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 SOUTH WEST TEMPLE
SLC UT 84115
BY: ADA, DEPUTY - WI 4 P.

EASEMENT

CRP/PDC SLC S. 4400 WEST OWNER, LLC ("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 access, construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a swale and storm drain main 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").

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.

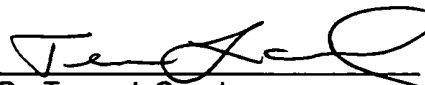
CRP/PDC SLC S. 4400 WEST OWNER, L.L.C.
926 South 4400 West – Storm Drain Number 534701052
2

WITNESS the hand of the Grantor this 27th day of October, 2020.

CRP/PDC SLC S. 4400 WEST OWNER, L.L.C.,
a Delaware limited liability company

By: CRP/PDC SLC S. 4400 Venture, L.L.C.,
a Delaware limited liability company
its sole member

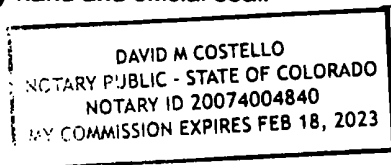
By: PHELAN-TC/JB, LLC,
a Delaware limited liability company
its authorized member



By: Teresa L Corral
its: Managing member

STATE OF ~~UTAH~~ ^{Colorado}
§
County of ~~Salt Lake~~ ^{Douglas}

On this 27th day of October, in the year 2020, before me
David M. Costello, a notary public, personally appeared
Teresa L Corral, proved on the basis of satisfactory evidence to be the person(s) whose
name(s) (is/are) subscribed to in this document, that he/she/they are the managing member of
Phelan-TC/JB, LLC, a Delaware limited liability company corporation, who is the member of
CRP/PDC SLC S. 4400 West Owner, L.L.C. and that the forgoing instrument was signed in
behalf of said corporation by authority of resolution (or by-laws) of its Board of Directors; and
said person acknowledged to me that said corporation executed the same.

Witness my hand and official seal.




NOTARY PUBLIC, residing in ~~Salt Lake~~ ^{Douglas} County

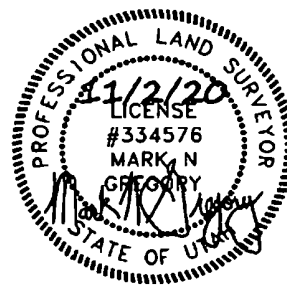
1015-120
2020

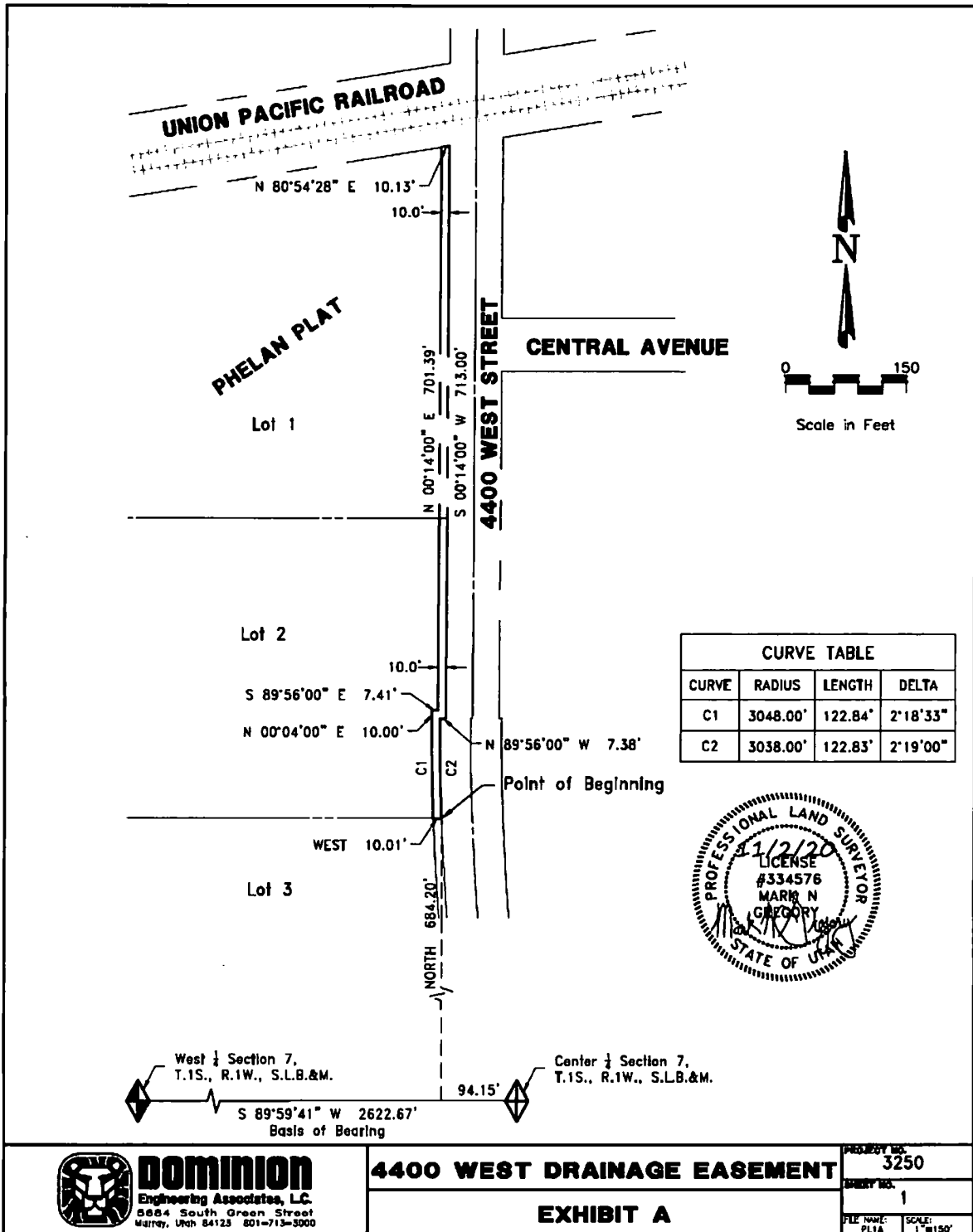
EXHIBIT "A"

4400 West Drainage Easement

A 10.00-foot-wide permanent, non-exclusive easement located in the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west line of 4400 West Street, said point being South 89°59'41" West 94.15 feet along the south line of the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian and North 684.20 feet from the Center Quarter Corner of said Section 7, and thence West 10.01 feet to a point 10.00 feet perpendicularly distant of said west line at a point on the arc of a 3,048.00 foot non-tangent curve to the right; thence parallel to said west line the following four courses: 1) Northerly 122.84 along the arc of said curve through a central angle of 02°18'33" and a long chord of North 01°05'17" West 122.84 feet, 2) North 00°04'00" East 10.00 feet, 3) South 89°56'00" East 7.41 feet and 4) North 00°14'00" East 701.39 feet to the south line of the Union Pacific Railroad right-of-way; thence along said line North 80°54'28" East 10.13 feet to said west line of 4400 West Street; thence along said line the following three courses: 1) South 00°14'00" West 713.00 feet, 2) North 89°56'00" West 7.38 feet to a point on the arc of a 3,038.00 foot non-tangent curve to the left and 3) Southerly 122.83 along the arc of said curve through a central angle of 02°19'00" and a long chord of South 01°05'30" East 122.82 feet to the POINT OF BEGINNING. Said easement encompasses 8,424 square feet or 0.19 acres, more or less.





4400 WEST DRAINAGE EASEMENT
EXHIBIT A

PROJECT NO.	3250
SHEET NO.	1
FILE NAME:	PL1A
SCALE:	1"=150'