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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: SEN, DEPUTY - WI 4 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 Recorders Use

Salt Lake County Parcel ID No.

14-02-100-004

EASEMENT

[Lateral ditch from Costco Parcel to Brighton Drain]

Property Reserve, Inc., a Utah corporation, ("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 drainage ditch ("Lateral Drain"), 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 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 Property as long as such improvements do not interfere with the City's access and use of the Facilities.
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. Grantor, in the future and with the City approval, may relocate the Lateral Drain at Grantors sole cost and expense. It is mutually agreed that a new easement for the relocated Lateral Drain will be exchanged for the existing easement as stated in this easement document.
4. 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.

5. This grant of easement is made subject to a reservation in favor of Grantor and its successors and assigns to be able to drain storm water into the Lateral Drain from all lands, both developed and undeveloped, owned by Grantor, and its successor and assigns, that have historically drained into the Lateral Drain, provided however, this reservation is subject to the obligation to comply with all City ordinances, regulations, and requirements, including without limitation, on-site detention and similar requirements pertaining to such use, and the payment of any applicable City fees.

6. This Easement shall be liberally construed in the favor of the City.

WITNESS the hand of the Grantor this 12 day of August, 2005.

PROPERTY RESERVE, INC.,
a Utah corporation

By: Brian R. Carrington
Brian R. Carrington, Vice President

By: C. Eugene Gronning
C. Eugene Gronning, Vice President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of August, 2005, by Brian R. Carrington and C. Eugene Gronning, both a Vice President of Property Reserve, Inc.

Sheryl Featherstone
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

My commission expires:

2/9/2008

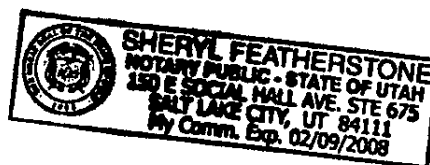


EXHIBIT "A"

NORTH QUARTER COR.
SECTION 2,
T1S, R2W, SLB&M
FND SLCO MON.

TERMINUS

BRIGHTON CANAL

20.00'
40.00'

N00°10'07"E 1249.64'

60.00' WIDE
DRAINAGE DITCH
EASEMENT
DEDICATED TO SALT
LAKE CITY CORPORATION

60.00'

POINT OF BEGINNING

N00°10'07"E 86.00'



Scale in Feet



300 SOUTH STREET

N89°49'53"W 2568.40'

WESTPORT INDUSTRIAL PARK
PLAT 1
67.118 ACRES

LOT 1
61.941 ACRES
5995 WEST 300 SOUTH

EAST QUARTER COR.
SECTION 2,
T1S, R2W, SLB&M.
FND SLCO MON.

5600 WEST STREET

RAWN	CHECKED
DATE	DATE
DESIGNED	CAB
DATE	PROJECT ENGINEER
APPROVED	CAB
DATE	PROJECT MANAGER

FOREST CITY DEVELOPMENT

SALT LAKE CITY, UTAH



DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

60' DRAINAGE DITCH EASEMENT

A 60.00 foot wide easement over, across and through a strip of land located in the Northeast Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian and lying 20.00 feet on the east side and 40.00 feet on the west side of the following described line:

Beginning at a point 2568.40 feet North 89°49'53" West along the Quarter Section line and 86.00 feet North 00°10'07" East from the Salt Lake County Survey monument found marking the East Quarter corner of said Section 2 (the basis of bearings is South 00°13'25" East 2640.77 feet measured along the Section line between the East Quarter and Southeast corner of said Section 2), and running thence North 00°10'07" East 1249.64 feet to the Brighton Drain ditch and the terminus of this easement.

Contains 1.720 acres.

WESTPORT INDUSTRIAL PARK PLAT 1					PROJECT NO.	387
					SHEET NO.	1
60' WIDE DRAINAGE EASEMENT EXHIBIT					FILE NAME:	SCALE:
	NO.	REVISIONS	BY	DATE		1"=200'