

JUN-03-1991 09:30 FROM Valley Engineering INC 10

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17 SEPTEMBER 91 04:23 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: SHARON WEST , DEPUTY

EASEMENT AGREEMENT

This Agreement is made and entered into this 12TH day of JUNE, 1991 by and between DAN L. SMITH and HAZEL P. SMITH and Draper City, a political subdivision of the State of Utah, hereinafter referred to as Draper;

W I T N E S S E T H

WHEREAS, DAN L. SMITH and HAZEL P. SMITH, own certain real properties situated in Salt Lake County, State of Utah, which are more specifically described and referred to hereinbelow and

WHEREAS, Draper is presently engaged in the acquisition of road right of ways and easements for roadway slopes and the construction thereof; and

WHEREAS, DAN L. SMITH & HAZEL P. SMITH for one dollar (\$ 1.00) and other good and valuable consideration, receipt of which is acknowledged, are willing to grant to Draper City a non-exclusive easement and the right to construct, maintain and landscape a roadway slope over and across said easement located on the property owned by DAN L. SMITH & HAZEL P. SMITH, in Salt Lake County, Utah.

NOW, THEREFORE, it is mutually agreed as follows:

1. DAN L. SMITH & HAZEL P. SMITH do hereby grant to Draper a non-exclusive easement over and across those certain lands described as:

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EXHIBIT "A"

PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

Beginning at a point 1408.21 feet South $0^{\circ}29'56''$ West along the East section line from the East quarter corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian said point being on the South line of a proposed canal realignment; thence South $24^{\circ}12'19''$ East 58.46 feet along said South line; thence South $4^{\circ}42'16''$ East 149.30 feet; thence North $71^{\circ}11'00''$ West 13.37 feet to a point on a 1050.00 foot-radius curve to the left the center of which bears South $77^{\circ}55'18''$ West; thence 209.32 feet along the arc of said curve through a central angle of $11^{\circ}25'20''$; thence North $65^{\circ}47'41''$ East 36.63 feet to the South line of a proposed canal realignment; thence South $24^{\circ}12'19''$ East 17.93 feet along said South line to the point of beginning.

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to construct, maintain and landscape roadway slopes for the purpose of providing a stable foundation for a roadway.

DRAPER IRRIGATION shall have the right to utilize the property subject of the easement granted herein to the extent such use does not detract from, hinder or frustrate the grantee as to the intended purpose of such easement.

2. It is understood that this easement shall be perpetual and continuous. Draper City shall have the right to ingress and egress to and from said easement to maintain, repair, inspect, landscape and protect *the slope*.

3. Upon completion of construction and/or repair or replacement of said slope across the subject premises of _____, Draper shall perform all cleanup work, repair, maintenance, replanting, reseeding or such other restoration or improvement work as is necessary to place the subject property and existing improvements thereon in as good or better condition as existed before the commencement of said work.

4. This agreement shall bind the heirs, executors, administrators, and assigns of the respective parties hereto and shall constitute a covenant running to and with the land.

5. In the event either party hereto defaults as to its obligations hereunder, said defaulting party shall pay all costs of enforcement, (enforcement to include injunctive relief), and/or for the recover of damages suffered as a result thereof, including a reasonable attorney's fee.

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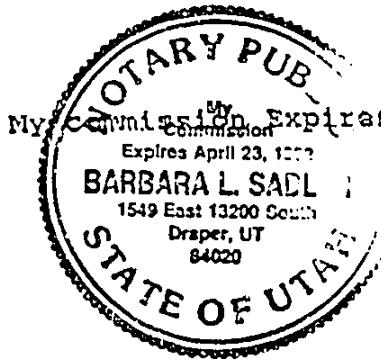
IN WITNESS WHEREOF, the parties have executed this instrument this 7th day of August, 1991.

Dan L Smith
By: Hazel P. Smith, Owner

On this 7th day of August, 1991 Dan L Smith & Hazel P. Smith personally appeared before me, who being by me first duly sworn did sign and execute the foregoing instrument.

Barbara L. Sadler
Notary Public
Residing at:

NON COPY
CG. RECORDED



By: Charles Hoffman
Draper city
[Signature]



By: Barbara L. Sadler
City Recorder

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

ON August 7th 1991, PERSONALLY APPEARED BEFORE ME CHARLES HOFFMAN AND BARBARA L. SADLER WHO BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE MAYOR AND CITY RECORDER, RESPECTIVELY, OF SANDY CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND SAID PERSONS ACKNOWLEDGED TO ME THAT ~~SAYD~~ CORPORATION EXECUTED THE SAME.



MY COMMISSION EXPIRES:

Notary Public
CLOVIA LYNN WEAVER
740 EAST 4500 South
Sandy, Utah 84107
My Commission Expires
July 7, 1993
State of Utah

Clovia Lynn Weaver
NOTARY PUBLIC
RESIDING AT: SIC ut 84107

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