

8791532

8791532
08/27/2003 02:20 PM NO FEE
Book - 8870 Pg - 7798-7799
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: SBM, DEPUTY - WI 2 P.

Please return to:

Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
Salt Lake County Parcel ID
15-17-100-012

EASEMENT

NINIGRET TECHNOLOGY EAST, LC, a limited liability company whose mailing address is 4750 West 2100 South, Suite 150, Salt Lake City, Utah 84120 by **THE NINIGRET GROUP, LC**, a Utah limited liability company, it's managing member, whose mailing address is 4750 West 2100 South, Suite 150, Salt Lake City, Utah 84120,, hereby grants and 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, a thirty-foot wide perpetual easement and right-of-way, for construction, operation, and continued maintenance, repair, alteration, inspection and replacement, of a sewer line, together with any service lines and all facilities attendant thereto, upon, over, under, across and through the following described land, situated in Salt Lake County, State of Utah, to-wit:

An easement for sanitary sewer over a 30.00 foot wide strip of land in proposed Lot 1, Ninigret Technology Park East I, a subdivision currently under review by Salt Lake City Corporation, lying in the Northeast Quarter of Section 17, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the South line of Lot 19C, Sorenson Technology Park - Plat 1, 2nd Amended, as recorded in the Office of the Salt Lake County Recorder, which point lies 961.76 feet South 00°11'44" West along the Quarter Section line and 1413.40 feet South 89°51'13" East along the South line of "Amended Lots 16 and 17, Plat 1, Sorenson Technology Park", as recorded Book 98-8P of Plats at Page 234 in the Office of the Salt Lake County Recorder, and along the South line of "Amended Lot 18, Sorenson Technology Park - Plat 1", as recorded in Book 98-3P of Plats at Page 52 in the Office of the Salt Lake County Recorder and along the South line of said "Sorenson Technology Park - Plat 1 2nd Amended" from the Salt Lake County monument found marking the North Quarter corner of said Section 17, and running thence South 89°51'13" East 30.00 feet along said South line; thence South 00°09'56" West 384.41 feet to a point on the Northerly right-of-way line of proposed Ninigret Drive and a point of non-tangency with a 317.00 foot radius curve to the right (radius point bears North 17°56'59" West); thence Southwesterly 31.12 feet along said line and the arc of said curve through a central angle of 05°37'26" (chord bears South 74°51'44" West 31.10 feet); thence North 00°09'56" East 392.61 feet to the point of beginning.

Contains 11,663 square feet, more or less.

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, paving and landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the Grantee access and use of the easement.

BK 8870 PG 7798

2. Grantee 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 Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. Grantee 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 Grantee.

WITNESS the hand of the Grantor this 6th day of August, 2003.

NINIGRET TECHNOLOGY EAST, L.C.,
a limited liability company

By: THE NINIGRET GROUP, L.C., A
Utah limited liability company

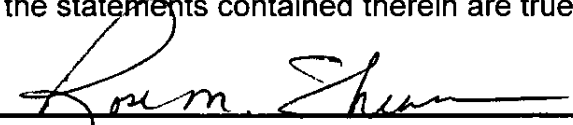


By: RANDOLPH G. ABOOD
Its: Managing Member

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 6 day of August, 2003, personally appeared before me Randolph G. Abood, who being by me duly sworn, did say that he executed the foregoing instrument as the manager of The Ninigret Group, L.C., a Utah limited liability company, managing member of Ninigret Technology East, L.C., a limited liability company respectively, and that the statements contained therein are true.



NOTARY PUBLIC, residing in Salt Lake
County, Utah

