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06/24/2004 03:10 PM NO FEE  
Book - 9005 Pg - 5430-5432  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
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 Recorders Use

Salt Lake County Parcel ID No.  
14-11-427-009

### EASEMENT

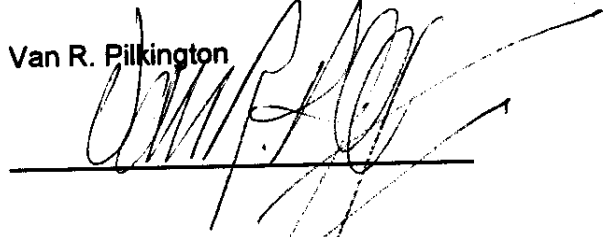
Van R. Pilkington and David L. Pilkington, tenants in common, ("Grantor"), hereby conveys to Salt Lake City Corporation, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, ("City"), for good and valuable 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 water, sewer and storm drainage facilities, 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:

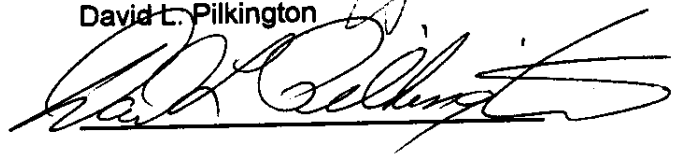
1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging 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 9<sup>th</sup> day of JUNE, 2004.

Van R. Pilkington



David L. Pilkington



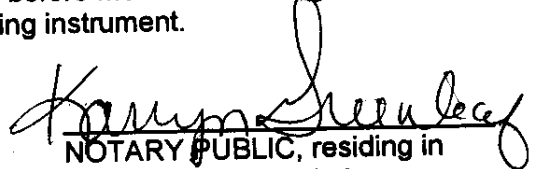
STATE OF UTAH )

: ss.

County of Salt Lake )

On the 6-9-04, personally appeared before me Van R. Pilkington, who being by me duly sworn, did say that he executed the foregoing instrument.



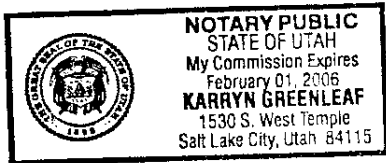
  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

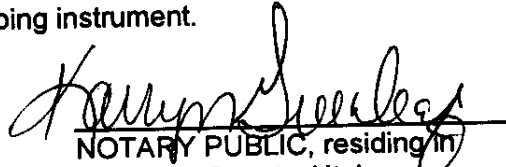
STATE OF UTAH )

: ss.

County of Salt Lake )

On the 6-9-04, personally appeared before me David L. Pilkington, who being by me duly sworn, did say that he executed the foregoing instrument.



  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

**EXHIBIT A**

**Sidwell Number 14-11-427-009**

**A strip of land situated in the Southeast quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, more particularly described follows:**

**Commencing at the Southeast corner of said Section 11: thence North 89° 55' 44" West along the South line of Section 11 a distance of 40.00 feet; thence North 0° 01' 23" East a distance of 1164.85 feet to a point of beginning; thence North 89° 58' 37" West a distance of 50.00 feet; thence North 0° 01' 23" East a distance of 360.00 feet; thence South 89° 58' 37" East a distance of 50.00 feet; thence South 0° 01' 23" West a distance of 360.00 feet to the point of beginning.**