

When Recorded Please return to:  
Salt Lake City Public Utilities  
Attention: Peggy Garcia  
1530 South West Temple  
Salt Lake City, Utah 84115

Space above for County Recorders Use  
County Parcel No.0735426005

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07/20/2006 02:14 PM \$0.00  
Book - 9324 Pg - 6189-6191  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
1530 S WEST TEMPLE  
SLC UT 84115  
BY: NEH, DEPUTY - WI 3 P.

**EASEMENT**

**ZIONS SECURITIES CORPORATION**, a Utah corporation whose mailing address is 5 Triad Center, Suite 450, Salt Lake City, Utah 84180, ("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 of a new storm drain main line, 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.



**EXHIBIT "A"**

A 20.00 foot wide permanent, non-exclusive drainage easement located in the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at the southwest corner of the proposed Bonneville Center Plat D, said point being North 00°03'46" East 784.57 feet along the west line of the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian and South 89°56'14" East 357.63 feet from the South Quarter Corner of said Section 35, and thence along the west line of said subdivision North 1,830.60 feet to the northwest corner of said subdivision; thence along the north line of said subdivision South 89°58'15" East 20.00 feet to a point 20.00 feet perpendicularly distant easterly of said west line; thence parallel to said west line South 1,830.29 feet to the northerly right-of-way line of Apollo Road; thence along said northerly right-of-way line South 89°08'57" West 20.00 feet to the POINT OF BEGINNING. Said easement encompasses 36,609 square feet or 0.84 acres, more or less.