When Recorded Please return to: Salt Lake City Public Utilities Attention: Karryn Greenleaf 1530 South West Temple Salt Lake City, Utah 84115 9401009
06/10/2005 02:04 PM \$0.00
Book - 9143 Pa - 4055-4057
GARY W. DTT
RECORDER, SALT LAKE COUNTY, UTAH
3L CITY PUBLIC UTILITIES
BY: NEH, DEPUTY - WI 3 P.

Space above for County Recorders Use

Salt Lake County Parcel ID No. 15-16-452-003 15-16-452-018

EASEMENT

John Price, Trustee under Declaration of Trust dated December 19, 1995, whose principal mailing address is 35 Century Park Way, Salt Lake City, Utah 84115 ("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 ("Grantee"), 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 the CWA #3 Drain and a 12" Sewer Main, 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 and by prior written approval from the Director of Public Utilities.
- 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.

5. Grantee agrees to indemnify, hold harm employees, from all claims, mechanics liens, or charges for personal injury and property dama attorney's fees, arising out of or by any reason activities conducted thereon by Grantee, his/htrespassers.	demands, damages, actions, costs and age, and any other liabilities, including of Grantee's use of the easement or any er/its agents, employees, invitees or
WITNESS the hand of the Grantor this	d day of June, 2005.
	John Price, Trustee under Declaration of Trust dated December 19, 1995 By: John Price Its: Trustee
STATE: OF LITALIXX SS. COUNTY OF EXEXXXXXXXX COUNTY OF EXEXXXXXXXXX Republic of Mauritus City of Port Louis Embassy of the United States of America))) ss)
The foregoing instrument was acknowledged I June, 2005 by John Price in his ca Trust dated December 19, 1995.	pefore me this 2nd day of pacity as Trustee of that Declaration of
My Commission Expires:	NOTARY PUBLIC Assisting in lanes V. Liddle XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

5.

EXHIBIT A

35' WIDE EASEMENT DEDICATED TO SALT LAKE CITY CORPORATION FOR THE OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF THE CWA #3 DRAIN:

Beginning at a point North 89°57' East 341.56 feet and South 0°03'00" East 757.80 feet from the Southwest corner of Lot 31, of Pioneer Square Industrial Park - Plat "B", said point being North 89°45'30" East 19.44 feet and North 0°06'08" West 949.65 feet and North 89°57' East 691.04 feet and South 0°03'00" East 757.80 feet from the South Quarter Corner of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian: said point also being the beginning of a curve to the left, of which the radius point lies North 13°10'06" West, a radial distance of 926.74 feet; and running thence northeasterly along the arc, through a central angle of 24°32'54", a distance of 397.06 feet; thence North 52°17'00" East 65.06 feet; thence South 37°43'00" East 15.00 feet; thence North 52°17'00" West 616.45 feet to a point of a 966.74 feet foot radius curve to the right the center of which bears North 12°37'00" West; thence southwesterly along said curve to the right through a central angle of 25°06'00" a distance of 423.51 feet; thence North 0°03'00" West 41.03 feet to the point of beginning. Contains 32,799 square feet or 0.7530 acres.

30' WIDE EASEMENT DEDICATED TO SALT LAKE CITY CORPORATION FOR THE OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF 12" PUBLICLY OWNED SANITARY SEWER MAIN:

Beginning at a point North 89°57' East 341.56 feet and North 89°57'00" East 25.39 feet from the Southwest corner of Lot 31, of Pioneer Square Industrial Park - Plat "B", said point being North 89°45'30" East 19.44 feet and North 0°06'08" West 949.65 feet and North 89°57' East 691.04 feet and North 89°57'00" East 25.39 feet from the South Quarter Corner of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian: and running thence North 89°57'00" East 30.02 feet; thence South 0°03'00" East 224.70 feet to a 63.00 foot radius non tangent curve to the left the center of which is South 48°28'53" East; thence southwesterly along said curve to the left through a central angle of 32°04'46" a distance of 35.27 feet; thence South 85°00'00" West 15.07 feet; thence North 0°03'00" West 257.41 feet to the point of beginning. Contains 7,405 square feet or 0.1700 acres.