

11867669  
06/18/2014 12:52 PM \$0.00  
Book - 10239 Pg - 696-698  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
PO BOX 145528  
SLC UT 84115  
BY: DKP, DEPUTY - WI 3 P.

When Recorded Please return to:  
Salt Lake City Public Utilities  
Attention: Peggy Garcia  
1530 South West Temple  
Salt Lake City, Utah 84115  
County Parcel No 22-15-128-004,,22-15-128-005,,22-15-128-002

## EASEMENT

Don L. Skaggs, an individual, ("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 and replacement of an eight-inch water 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:

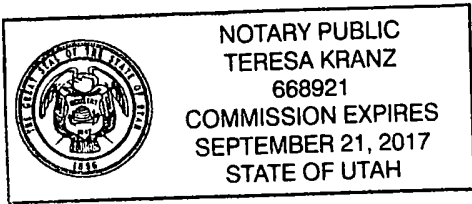
1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging 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 12 day of May, 2014.

Don L. Skaggs  
By: Don L. Skaggs

STATE OF UTAH     )  
                              : ss.  
County of Salt Lake )

On the May 12, 2014, personally appeared before me Don L. Skaggs who being by me duly sworn, did say that he executed the foregoing instrument and said person acknowledged to me the same.



Teresa Kranz  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

Exhibit A

20.00' WATERLINE AND ACCESS EASEMENT  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN.

Beginning at a point being South 89°51'14" West 1463.75 feet along the section line and South 819.63 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 East Salt Lake Base and Meridian and running:

thence South 21°01'01" East 77.36 feet;  
thence South 33°46'16" East 330.17 feet;  
thence South 56°13'44" West 20.00 feet;  
thence North 33°46'16" West 332.40 feet;  
thence North 21°01'01" West 79.60 feet;  
thence North 68°58'59" East 20.00 feet to the point of beginning.

Contains 8,195 square feet. 0.188 acres.