

10229587

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09/21/2007 02:32 PM \$0.00  
Book - 9517 Pg - 9280-9282

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

GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
1530 S WEST TEMPLE  
SLC UT 84115  
BY: KLD, DEPUTY - WI 3 P.

By: KLD

3p

Space above for County Records Use

Salt Lake County Parcel ID No.  
07-35-400-005

**EASEMENT**

To replace the easement recorded as entry no. 102272558 Book 9517 Page 4123-4124, which was missing the legal description when recorded.

**ZIONS SECURITIES CORPORATION**, a Utah Corporation, as successor-in-interest to Beneficial Development Company, a Utah corporation, ("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 a 24" Watermain 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 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.

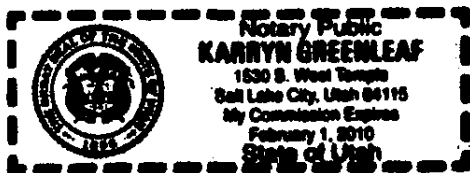
WITNESS the hand of the Grantor this 21<sup>st</sup> day of September, 2007.

ZIONS SECURITIES CORPORAITON, a Utah corporation, as successor-in-interest to BENEFICIAL DEVELOPMENT COMPANY a Utah corporation

By: P. David Jensen  
P. DAVID JENSEN  
Its: Senior Vice President and COO

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

On the 21<sup>st</sup> Sept 07, personally appeared before me P. David Jensen, who being by me duly sworn, did say that he executed the foregoing instrument as Senior Vice President and COO, of ZIONS SERCURITIES CORPORATION, and said person acknowledged to me that said corporation executed the same.



Karryn Greenleaf  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

## EXHIBIT A

A 20.00 foot wide permanent, 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 a point North 00°03'46" East 734.77 feet along the west line of the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, East 903.70 feet to the southeasterly right-of-way line of Apollo Road and along said southerly right-of-way line North 58°45'43" East 169.75 feet from the South Quarter Corner of said Section 35, and thence continuing along said southerly right-of-way line North 58°45'43" East 41.37 feet; thence North 87°40'19" East 298.22 feet; thence North 84°25'19" East 161.73 feet to a point 20.00 feet perpendicularly distant northerly of the northerly right-of-way line of Interstate 80; thence parallel to said northerly right-of-way line North 75°44'45" East 104.74 feet; thence North 89°58'04" East 81.41 feet; to said northerly right-of-way line of Interstate 80; thence along said northerly right-of-way line South 75°44'45" West 185.17 feet; thence South 84°25'19" West 163.82 feet; thence South 87°40'19" West 335.00 feet to the POINT OF BEGINNING. Said easement encompasses 12,487 square feet or 0.29 acres, more or less.