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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
PO BOX 145528
SLC UT 84115
BY: LHA, DEPUTY - WI 3 P.

When Recorded Please return to:
Salt Lake City Public Utilities
Peggy Garcia
1530 S West Temple
Salt Lake City, Utah 84117
County Parcel No: 21623102,2215103004,2215103005,
2215103006

EASEMENT

PHEASANT COVE, LLC, ("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 twelve-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 9th day of October, 2014.

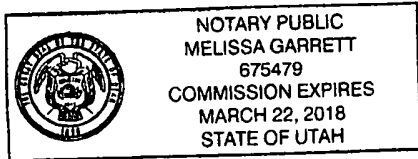
PHEASANT COVE, LLC,
a limited liability company



By: NORMAN DAHLE
Its: MANAGING MEMBER

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

On the 9 day of Oct, 2014, personally appeared before me Norman Dahle, who being by me duly sworn, did say that he executed the foregoing instrument as managing member of PHEASANT COVE LLC, a limited liability company and that the statements contained therein are true.



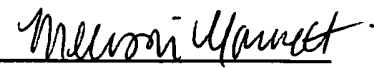

NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT "A"

20' EXCLUSIVE WATERLINE EASEMENT

An easement located with en the Northwest quarter of Section 15 and the Northeast quarter of section 16 Township 2 South, Range 1 East Salt Lake Base & Meridian.

Beginning South 736.72 feet and West 166.93 feet from a 1986 Salt Lake County Brass cap marking the current relocation of the Northwest Corner of Section 15, Township 2 South, Range 1 East Salt Lake Base & Meridian, said point also lies at a point that is North $00^{\circ}31'40''$ West, a distance of 538.92 feet, and East, a distance of 40.00 feet from a street monument located at the intersection of Highland Drive and 5600 South Street

and running thence South $87^{\circ}31'14''$ East, a distance of 77.91 feet to a point of curve to the right having a radius of 402.50 feet and a central angle of $16^{\circ}06'10''$; thence easterly along the arc a distance of 113.12 feet; thence South $71^{\circ}25'04''$ East, a distance of 103.00 feet to a point of curve to the right having a radius of 40.50 feet and a central angle of $71^{\circ}25'04''$; thence southeasterly along the arc a distance of 50.48 feet; thence South, a distance of 119.63 feet to a point of curve to the right having a radius of 42.50 feet and a central angle of $90^{\circ}00'00''$; thence southwesterly along the arc a distance of 66.76 feet; thence West, a distance of 269.04 feet; thence North $00^{\circ}31'40''$ West, a distance of 20.00 feet; thence East, a distance of 269.23 feet to a point of curve to the left having a radius of 22.50 feet and a central angle of $90^{\circ}00'00''$; thence northeasterly along the arc a distance of 35.34 feet; thence North, a distance of 119.63 feet to a point of curve to the left having a radius of 20.50 feet and a central angle of $71^{\circ}25'04''$; thence northwesterly along the arc a distance of 25.55 feet; thence North $71^{\circ}25'04''$ West, a distance of 103.00 feet to a point of curve to the left having a radius of 382.50 feet and a central angle of $16^{\circ}06'10''$; thence westerly along the arc a distance of 107.50 feet; thence North $87^{\circ}31'14''$ West, a distance of 76.86 feet; thence North $00^{\circ}31'40''$ West, a distance of 20.03 feet to the point of beginning.

Containing 15,369 square feet or 0.353 acres, more or less.