

O.K.  
AS TO FORM  
2/22

2467859

E A S E M E N T

DESCRIPTION  
CHECKED  
AND  
APPROVED

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, MELBY-TRAYNER CONSTRUCTION COMPANY, a Utah corporation, hereinafter "Grantor," does hereby grant and convey to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City," an easement to construct, operate and maintain a deep pump well and the pertinent facilities upon, across, over and under the premises hereinafter described for the well site and for ingress and egress:

Easement for Well Site

Beginning at a point 90.70 feet East and 25.15 feet South from the Southeast corner of Lot 3, Spring Dale Subdivision, a subdivision located in the Southeast Quarter of the Southeast Quarter of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence running North 89° 47' 50" East 50.00 feet; thence South 50.00 feet more or less to the South line of grantor's property; thence South 89° 47' 50" West 50.00 feet; thence North 50 feet to the point of beginning.

Easement for Ingress and Egress, together with an easement for ingress and egress to the above Well Site:

Commencing at the Northwest corner of the Well Site above and following the Westerly line of Grantor's property North 35.59 feet; thence West 90.65 feet, more or less, to the East line of Spring Dale Subdivision; thence on said East line North 0° 15' East 143.11 feet, more or less, to the North line of 4630 South Street, as shown in said subdivision; thence East 25.0 feet; thence South 0° 15' West 118.11 feet; thence East 90.65 feet; thence South 60.59 feet, more or less, to the North line of above Well Site; thence South 89° 47' 50" West along said North line 25.0 feet to the point of beginning.

Together with the right to operate, repair, replace, maintain and remove said pump and/or well facilities; to add to or alter said lines and/or facilities, at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction or endanger the operation of said facility, so as to permit normal operations by the City in connection with said lines.

Grantor nor its agents or employees shall be liable for any loss, damage, injury or other casualty of whatsoever kind, to

*Handwritten notes:*  
2-22-72

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the person or property of any third party on or off the premises, arising out of or resulting from the City's construction, operation and maintenance of said deep pump well and facilities; and City for itself, its successors and assigns, hereby agrees to indemnify and hold Grantor, its agents and employees harmless from and against all claims, demands, liabilities, suits or actions for such loss, damage, injury or other casualty.

Grantor shall not plant or permit to be planted any trees nor shall Grantor erect or construct or permit to be erected or constructed any building or other structure within the limits of said easement without the prior written consent of the City. Grantor also agrees not to drill any well within the limits of the following described premises, to-wit:

Beginning at a point on the Westerly line of 700 East St. (Cottonwood Expressway), said point being South 0° 15' West 1275.85 feet and east 150.96 feet from the Northwest corner of the Southwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence along said westerly line South 0° 25' 30" West 55.07 feet to a right of way Marker and South 4° 08' 20" West 16.43 feet; thence West 102.90 feet; thence South 80.00 feet; thence East 97.11 feet to said 700 East Street; thence along said Westerly line South 4° 08' 20" West 117.30 feet; thence West 126.15 feet; thence South 0° 15' West 73.22 feet; thence West 127.76 feet; thence South 0° 15' West 114.41 feet; thence East 241.24 feet to said Westerly line to a point that is South 3° 59' East 0.59 feet from a right of way marker; thence along said Westerly line South 3° 59' East 193.99 feet to a right of way marker; thence Southerly along a 1348.567 foot radius curve to the left through a central angle of 3° 49' 30", a distance of 90.03 feet; thence South 89° 47' 50" West 364.46 feet along a fence; thence North 85.59 feet; thence West 90.65 feet to the East line of Spring Dale Subdivision; thence along said East line and beyond North 0° 15' East 313.65 feet; thence West 1.81 feet; thence North 0° 15' East 163.58 feet; thence North 0° 20' East 155.51 feet to a fence corner; thence North 89° 01' 10" East 92.25 feet along a fence and extending beyond a fence corner to a point that is on the extension of the East line of the Anatol Wasylczenko property recorded in Book 1475 at page 9 of Official Records; thence North 0° 15' East 19.95 feet to a fence on the South line of the Alma Heaps property as recorded in Book 1663 at page 99 and page 101 of Official Records; thence North 89° 50' 20" East along last mentioned fence and beyond 222.01 feet; thence South 16.61 feet; thence East 153.0 feet to a point of beginning.

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WITNESS the hand of said Grantor this 2nd day of February, 1972.

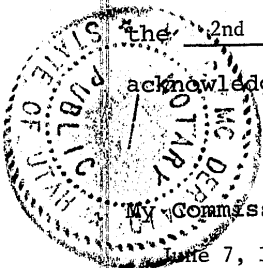
MELBY-TRAYNER CONSTRUCTION COMPANY

Attest:

By *[Signature]*  
President

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

On the 2nd day of February, 1972, personally appeared before me Kenneth O. Melby and \_\_\_\_\_, who being by me duly sworn, did he is say that ~~they are~~ the President and Secretary, respectively, of Melby-Trayner Construction Company, and that as such they executed the foregoing instrument on behalf of said corporation by authority of a motion of the Board of Directors, duly passed on the 2nd day of February, 1972; and said persons acknowledged to me that said corporation executed the same.



My Commission expires:  
June 7, 1975

Kenneth O. Melby  
Notary Public, residing at  
Salt Lake City, Utah

JUL 5 1972

Recorded \_\_\_\_\_ at 1:29 p.m.  
Request of Roy Montgomery (city attorney)  
Fee Paid JERADAN MARTIN  
Recorder, Salt Lake County, Utah  
\$ NO FEE By [Signature]

Ref Rm. 101

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