Please return to: Salt Lake City Public Utilities Attn.: Karryn Greenleaf 1530 South West Temple Salt Lake City, Utah 84115 Salt Lake County Parcel ID No. 14-11-276-005 10637372 03/03/2009 03:08 PM \$0.00 Book - 9693 P9 - 2647-2649 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH SL CITY PUBLIC UTILITIES 1530 S WEST TEMPLE SLC UT 84115 BY: ZJM, DEPUTY - WI 3 P.

## **EASEMENT**

PWK Investment, L.L.C., a Utah Limited Liability Company, whose principal mailing address is 1887 South 700 West, Salt Lake City, Utah 84104 ("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 water lines and drainage facilities, 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.
- 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 2014

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2008

PWK Investment, L. J.

By: Warren P. King

Its: Manager

STATE OF UTAH

: ss.

County of Salt Lake )

On the <u>JOH</u> <u>Feb.</u> <u>Jooq</u>, personally appeared before me Warren P. King, who being by me duly sworn, did say that he executed the foregoing instrument as Manager of PWK Investment, L. L.C, a Utah limited liability company and said person acknowledged to me that said corporation executed the same.

MOTARY PUBLIC, residing in Salt Lake County, Utah

> NOTARY PUBLI JERROLD LANCE CL Commission # 5764

> > October 15, 2012 STATE OF UTAH

