Please return to:
Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

7848727
03/21/2001 11:18 AM NO FEE
Book - 8436 P3 - 3253-3255
GARY W. OTT
RECORDER, SALI LAKE COUNTY, UTAH
SL CITY PUBLIC WORKS
BY: ZJM, DEPUTY - WI 3 P.

Salt Lake County Parcel ID No. 15-15-201-013

## **EASEMENT**

LARRY P. ROMERO, an individual, whose principal mailing address is 3056 West Southbourne Way, West Valley Utah, 84119 ("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 ("Grantee"), 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, water mains, sewer mains and storm drain mains, 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, 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.
- Grantee 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 Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
- 3. Grantee 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 Grantee.

5. Ethical Standards. Grantee represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

WITNESS the hand of the Grantor this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2001

LARRY P. ROMERO

**ACKNOWLEDMENT** 

STATE OF UTAH )

: SS.

County of Salt Lake )

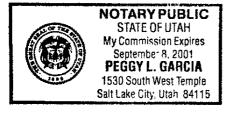
On this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2001, personally appeared before me LARRY P. ROMERO, who being by me duly sworn, did say that he executed the foregoing instrument.

NOTARY 40 BLIC, residing in

Salt Lake County, Utah

My Commission Expires:

9-8-2001



## **EXHIBIT A**

Commencing at the point on the easterly right of way line of Redwood Road (1700 West) in Salt Lake City, Utah, which point lies South 89°25'24" East, a distance of 13.83 feet; and South 00°04'20" East, a distance of 12.50 feet; and North 89°55'40" East, a distance of 50.00 feet from the North 1/4 Corner of Section 15, Township, 1 South, Range 1 West, Salt Lake Base and Meridian, thence North 00°04'20" West, a distance of 39.06 feet to the beginning of a curve concave to the southeast having a radius of 27.04 feet and a central angle of 28°59'37" and being subtended by a chord which bears North 62°46'43" East 13.54 feet; thence northeasterly and easterly along said curve, a distance of 13.68 feet to a point on a curve, from which the radius point bears South 08°34'10" West; thence easterly a distance of 265.41 feet along the arc of said curve concave to the south having a radius of 3512.85 feet and a central angle of 4°19'44"; thence South 00°13'37" West, a distance of 19.27 feet; thence North 89°46'21" West, a distance of 152.86 feet; thence South 22°58'34" West, a distance of 39.59 feet; thence North 23°41'26" West, a distance of 13.69 feet to the beginning of a curve concave to the southwest having a radius of 336.29 feet and a central angle of 6°59'55" and being subtended by a chord which bears North 61°50'07" West 41.05 feet; thence northwesterly along aid curve, a distance of 41.08 feet; thence North 66°23'51" West, a distance of 68.34 feet to the Point of Beginning.

Proofed Re 3-16-2001