

Please return to:  
 Salt Lake City Public Utilities  
 Attn.: Peggy Garcia  
 1530 South West Temple  
 Salt Lake City, Utah 84115  
 Salt Lake County Parcel ID No.  
 15-10-151-011,012,013,016,008,008,  
 014,019,017,15-10-301-10,002,005,007,  
 008

9661115  
 03/14/2006 08:50 AM \$0.00  
 Book - 9266 Pg - 1690-1692  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SL CITY PUBLIC UTILITIES  
 1530 S WEST TEMPLE  
 SLC UT 84115  
 BY: LDW, DEPUTY - WI 3 P.

## EASEMENT

YATES, BOLINDER & YATES, LLC, a limited liability company, whose mailing address is 1985 Covey Court, Salt Lake City, UT 84106, ("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 a twelve-inch storm drain, 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 and such improvements and landscaping are approved in writing by the Salt Lake City Public Utilities Director.
2. 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.

WITNESS the hand of the Grantor this 13<sup>th</sup> day of March, 2006.

YATES, BOLINDER, & YATES a limited liability company,

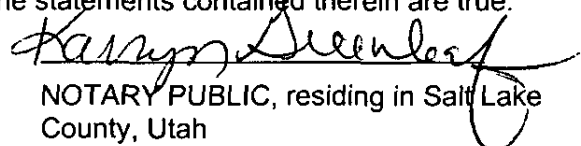


By: L MORRAY YATES  
Its: MANAGER

**ACKNOWLEDGMENT**

STATE OF UTAH     )  
                                  :SS  
County of Salt Lake    )

On the 3-13-06, personally appeared before me L Murray Yates, who being by me duly sworn, did say that he executed the foregoing instrument as manager of Yates, Bolinder, & Yates, LLC, a limited liability company and that the statements contained therein are true.



NOTARY PUBLIC, residing in Salt Lake County, Utah



Exhibit "A"

Beginning at a point North 00°02'47" West 528.09 feet and East 400.21 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 02°42'32" West 467.86 feet to a point on a 63.00 foot radius curve to the left; chord bearing North 87°09'37" West; thence along the arc of said curve 30.29 feet; thence leaving said curve North 02°42'32" East 489.39 feet; thence South 51°32'30" East 36.96 feet to the point of beginning.