13183964 1/31/2020 12:18:00 PM \$40.00 Book - 10891 Pg - 4115-4119 RASHELLE HOBBS Recorder, Salt Lake County, UT NORTH AMERICAN TITLE LLC BY: eCASH, DEPUTY - EF 5 P.

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

()(4-3/-3/11-0)/
Salt Lake County Parcel ID No.

## **EASEMENT**

**BRIAN C. REUBEN AND JENNIFER REUBEN** ("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 main water line, 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 except as to existing improvements as of this date.
- 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.			
WITNE	SS the hand of the Grantor this 30 <sup>th</sup> day of <u>January</u> <del>2019.</del>			
	(Grantor)			
	Dollar			
STATE	OF UTAH )			
County	of Salt Lake SEE Attacles			
On the 30 Jan of January personally appeared before me Brian Rev ben, who being by me duly sworn, did say that he executed the foregoing instrument as and said person acknowledged to me that said corporation executed the same.				
	SAMUEL JENSEN NOTARY PUBLIC. STATE OF UTAH COMM. EXP. 05-29-2023  NOTARY PUBLIC, residing in  SAMUEL JENSEN NOTARY PUBLIC. STATE OF UTAH COMMISSION# 705495 COMM. EXP. 05-29-2023			

BK 10891 PG 4116

WITNESS the hand of the Grantor this 38	_day of _	Januny	2010. 
	(Granto	or)	
		Coffee	
STATE OF UTAH ) : ss.  County of Salt Lake )		<u> </u>	
County of Gait Lake		4	ttakez
On the, personally apper who being by me duly sworn, did say that he exect	cuted the t	foregoing instrur	, nent as on acknowledged to
me that said corporation executed the same.			
		NOTARY PUBLIC, Salt Lake County,	

STATE OF LAW COUNTY OF SAM LAW	
On the 3ch day of January 2019 personally signer(s) of the above instrument, who duly acknowled	appeared before me Jennifer Reuben the edged to me that they executed the same.
Notary Public	eran eran eran eran eran eran eran eran
My Commission Expires: 5-29-2023	SAMUEL JENSEN NOTARY PUBLIC-STATE OF UTAH COMMISSION# 705495 COMM. EXP. 05-29-2023
STATE OF VALL COUNTY OF Sall Lake	the second secon
On the Zon de Jann 201, personally signer(s) of the above instrument, who duly acknowled	appeared before me Brian C. Reuben, the edged to me that they executed the same.
120	en e
Notary Public	SAMUEL JENSEN
My Commission Expires: 5-24-7013	NOTARY PUBLIC STATE OF UTAH COMMISSION# 705495
	COMM. EXP. 05-29-2023

## **EXHIBIT A**

## WATERLINE EASEMENT DESCRIPTION (EAST SIDE OF PROPERTY)

BEGINNING AT A POINT THAT IS \$89°52'52"E 9.71' FROM THE SOUTHEAST CORNER OF PARCEL 312-001 (239 E HILL SIDE) AND LOCATED EAST 199.52' AND \$02°55'40'W 55.56' FROM THE NORTHWEST CORNER OF LOT 3, BLOCK 1. PLAT "K", SALT LAKE CITY SURVEY; SAID POINT BEING THE BEGINNING OF A 30' WIDE WATERLINE EASEMENT AND RUNNING THENCE \$ 89°52'52"E 39.75'; THENCE N 02°55'40"E 65.55'; THENCE N 89°50'03" W 30.03': THENCE S 02°55'40"W 55.56'TO THE POINT OF BEGINNING.

Containing 1,966 Sq. Ft., More or Less Area withing property Contains 892 Sq.Ft. More or Less

