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 11/20/2007 10:17 AM \$0.00  
 Book - 9539 Pg - 1496-1498  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 TAYLORSVILLE CITY  
 2600 TAYLORSVILLE BLVD  
 TAYLORSVILLE UT 84118-2208  
 BY: SAM, DEPUTY - WI 3 P.

When Recorded, Return to:

John N. Brems  
 PARSONS KINGHORN HARRIS, P.C.  
 111 East Broadway, 11<sup>th</sup> Floor  
 Salt Lake City, UT 84111

## Permanent Easement

Steven Ace Fairbourne & Clifton Vance Fairbourne, whose address is 2320 West 5400 South, Taylorsville, UT 84118, Grantors, hereby grant and convey to the **CITY OF TAYLORSVILLE**, a Utah municipality, whose address is 2600 West Taylorsville Boulevard, Taylorsville, UT 84118, Grantee, for the sum of Ten Dollars and other good and valuable consideration, a permanent/perpetual easement over, across, under and through the property described below for the purpose of access, construction, maintenance, repair, replacement, modification, and augmentation of a masonry wall as part of the improvements known as 5400 South Wall Project. The property is described as follows:

The Southerly 4 feet of that property described in; **Entry 6462361, Book 7495, Page 1403**, on file and of record in the Office of the Salt Lake County Recorder.

Together with the right of ingress and egress from adjacent real property of Grantor to and from said easement.

Grantee, as a condition of obtaining this easement, shall pay damages, restore or replace in kind, Grantor's underground pipes, landscaping, or other improvements in the event such are damaged by construction, maintenance, repair, replacement, and augmentation of the sound wall.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other similar improvements over, across or under said easement, nor change the contour thereof without written consent of the Grantee.

This easement shall be binding upon Grantor, his successor and assigns, and shall inure to the benefit of the Grantee, its successors and assigns, and may be assigned in whole or in part by the Grantee.

It is hereby understood that any party obtaining this easement is without authority to make any representations, covenants or agreements not herein expressed.

DATED this 17 day of AUGUST, 2007.

GRANTORS:

Steven Lee Fairbourne

Vance Fairbourne

STATE OF UTAH            )  
   SS:  
 COUNTY OF SALT LAKE )

On the 17<sup>th</sup> day of August, 2007, personally appeared before me Ace Fairbourne & Vance Fairbourne, the signers of the foregoing document, and acknowledged to me that they executed the same.

My Commission Expires:  
4/17/11

Jean K. Ashby  
 Notary Public  
 Residing at: Salt Lake County

40170.50



