

10366252
03/06/2008 02:23 PM \$0.00
Book - 9579 Pg - 419-421
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.

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Peggy Garcia
1530 South West Temple
Salt Lake City, Utah 84115
County Parcel No.16-07-104-007-0000

EASEMENT

Mountain America Federal Credit Union, a Utah non-profit corporation ("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 sewer main, 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").

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.
4. 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 3rd day of March, 2008.

Mountain America Federal Credit Union, a
Utah non-profit corporation



By: Gordon Kennedy
Its: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 3rd day of March 2008, personally appeared before me Gordon Kennedy, who being by me duly sworn, did say that he executed the foregoing instrument as vice president of Mountain America Federal Credit Union, a Utah non-profit corporation, and said person acknowledged to me that said corporation executed the same.



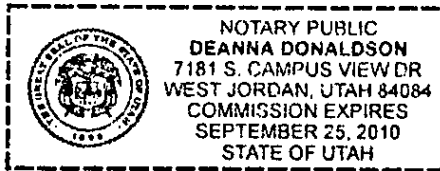
NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT "A"

A 30.00 FOOT WIDE EASEMENT BEING OFFSET 15.00 FEET EITHER SIDE OF A CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF STATE STREET, SAID POINT BEING NORTH $0^{\circ}01'43''$ WEST 413.21 FEET AND NORTH $89^{\circ}58'17''$ EAST 68.02 FEET FROM THE INTERSECTION MONUMENT AT 800 SOUTH & STATE STREET SAID POINT ALSO BEING LOCATED NORTH $0^{\circ}01'50''$ WEST 4.04 FEET FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 17, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH $89^{\circ}57'29''$ EAST 263.80 FEET, THENCE NORTH $89^{\circ}56'31''$ E 66.21 FEET TO THE END.