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10/13/2008 01:43 PM \$0.00  
Book - 9650 Pg - 6435-6438  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
BY: ELF, DEPUTY - WI 4 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 22151030150000


**EASEMENT**

Michael W Nelson and Tiffany K Nelson as joint tenants ("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 water 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. City will make reasonable efforts to restore disruptions to the surface including repair of damaged sod, top soil, gravel, concrete, or asphalt. City shall not be responsible for extra ordinary costs for restoration including, but not limited to, replacement of trees, shrubs, pavers, heated sidewalks or heated driveways.
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.

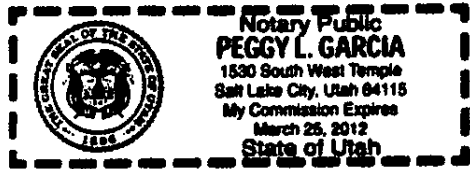
WITNESS the hand of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.


  
By: Michael W. Nelson  
Its: Joint Tenant

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

On the Oct 9 2008, personally appeared before me Michael W. Nelson being by me duly sworn, did say that he executed the foregoing instrument as joint tenant and said person acknowledged to me the same.


  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

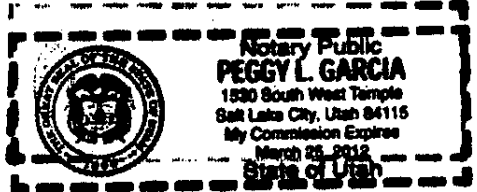


  
By: Tiffany K Nelson  
Its: Joint Tenant

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

On the Oct 9, 2008, personally appeared before me Tiffany K Nelson being by me duly sworn, did say that she executed the foregoing instrument as joint tenant and said person acknowledged to me the same.

  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah



**Exhibit A**

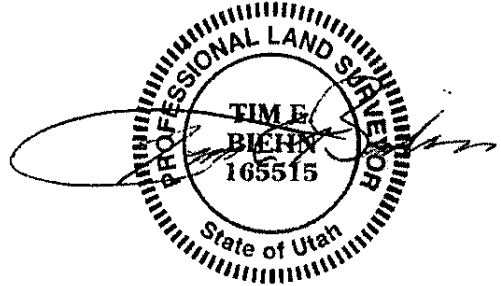
**RBB**

**ROBINSON, BIEHN & BIEHN, INC.**

Professional Land Surveyors  
5330 South 900 East, Suite 120  
Salt Lake City, Utah 84117-7261  
(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS  
Ted M. Biehn, PLS  
Tim E. Biehn, PLS

April 15, 2008  
Project: SLC Fire Flow Improvements  
Reference Drawings BC&A PB-2A



**The parcels affected by Easement #1 are:**

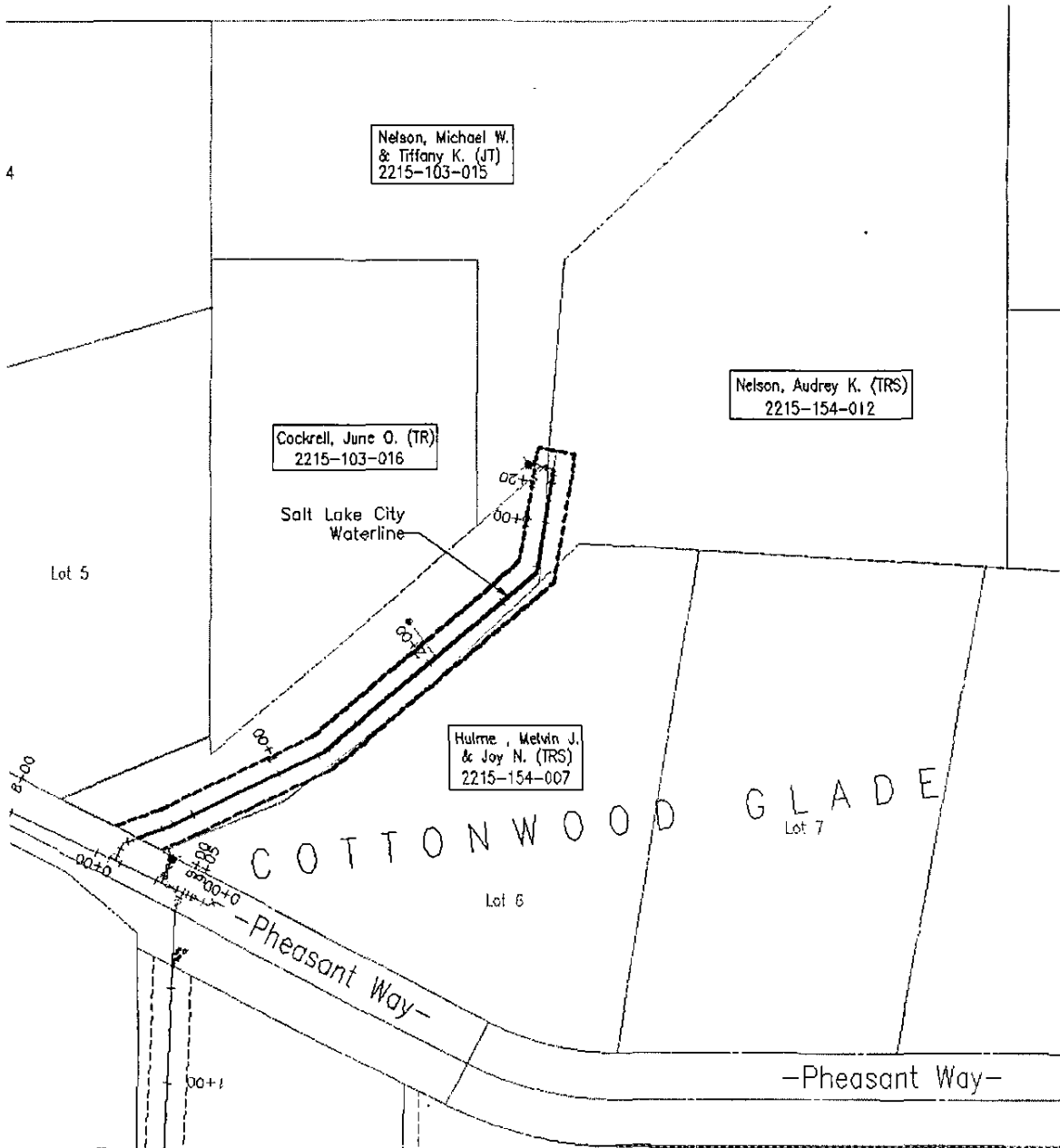
Hulme, Melvin J. & Joy N. (TRS)	2215-154-007
Nelson, Audrey K. (TRS)	2215-154-012
Nelson, Michael W. & Tiffany K. (JT)	2215-103-015
Cockrell, June O. (TR)	2215-103-016

**Permanent Waterline Easement #1**

A 20 foot wide strip of land for a waterline easement with the side lines being 10 feet on each side of the following described centerline of pipe, said strip of land is located in the Northwest Quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah and being more particularly described as follows. (Bearings are NAD83 State Plane) *Com*

Beginning on the center of a Salt Lake City waterline and the north line of Pheasant Way of Cottonwood Glade Subdivision, an officially recorded plat on file in the office of the Salt Lake County Recorder, said point of beginning being N0°19'18"E 871.41 feet along the section line and East 676.47 feet from the West Quarter Corner of said Section 15; thence along said Salt Lake City Waterline the following four courses, (1) N69°59'00"E 17.24 feet; (2) N64°14'39"E 90.41 feet; (3) N49°52'09"E 147.81 feet and (4) N9°57'21"E 64.32 feet.

(See Sketch)



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