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 2215351013

10567323 11/24/2008 01:55 PM \$0.00 Book - 9660 Pa - 8071-8074 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH SL CITY PUBLIC UTILITIES BY: ZJM, DEPUTY - WI 4 P.

EASEMENT

Gluseppe Casella, 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 11th day of October, 2008.

By: Gluseppe Casella

STATE OF UTAH

: **\$\$**.

County of Salt Lake)

On the 11 day of Oct. 2008, personally appeared before me GLuseppe Casella, who being by me duly sworn, did say that he executed the foregoing instrument as owner and said person acknowledged to me the same.

GWEN O. RASMUSEN
NOTARY PUBLIC - STATE OF UTAH
756 EAST 12200 SOUTH
DRAPER, UT 84020
My Comm. Exp. 04/01/2016

NOTARY PUBLIC, residing in Salt Lake County, Utah

Exhibit A

ROBINSON, BIEHN & BIEHN, INC.

RBB

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

The of ville

April 26, 2008

Project: SLC Fire Flow Improvements

6060 So. Waterline Easement Reference Drawing BC&A PB-6B TIM E BICHES 165515

The parcels affected by this easement are:

	-
NN Amluck LLC	2216-482-003
Wilson, Joni D.U	2215-351-004
Carpenter, William C. & Susan M. (JT)	2215-351-015
Taylor, Lester A. & Pamela E. (JT)	2215-352-003
Clayton, Tory B.	2215-352-002
Clayton, Tory B.	2215-352-001
Accociated McCullough Enterprises	2216-483-002
Accociated McCullough Enterprises	2216-483-001
Best, Brandon & Megan (TC)	2215-351-016
Casella, Gluseppe	2215-351-013
Bolinder David V. & Vern H. (JT)	2215-351-021
Wright, Kelly B. & Shirley K. (JT)	2215-352-004
Butcher, Marian (TR)	2215-352-058

Permanent Easement

A parcel of land for a water line easement, said parcel is located in the Southwest Quarter of Co Section 15 and the Southeast Quarter of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows. (Bearings are State Plane NAD 83).

Beginning at a point on the east line of Highland Drive and the south line of right-of-way (A) described in that certain warranty deed as Entry 4930801 in Book 6229, Page 2571 as found in the office of the Salt Lake County Recorder's Office, said point being N0°22'46"E 909.43 feet along the section line and N88°15'27"W 179.22 feet from the Southwest Corner of said Section 15; thence N0°34'53"E 30.03 feet along the east line of Highland Drive to the north line of said right-of-way (A); thence S88°15'27"E 488.34 feet along the north line of said right-of-way (A) and it's extension; thence S0°14'33"W 30.03 feet to the extended south line of said right-of-way (A); thence N88°15'27"W 488.52 feet along said right-of-way (A) and it's extension to the point of beginning.

(See Sketch)

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(Sketch)

