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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 S WEST TEMPLE
SLC UT 84115
BY: ZJM, 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. 22151280160000

EASEMENT

Fred B. Nelson and Diane M. Nelson as tenants in common ("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 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:

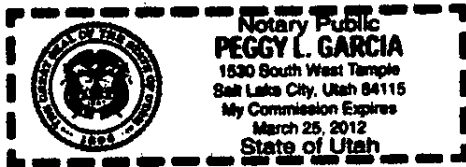
1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging 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 be responsible for ordinary costs for restoration including replacement of existing trees, shrubs, and gravel driveway.
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, or invitees.

WITNESS the hand of the Grantor this 23rd day of April, 2009.

Fred B. Nelson
By: Fred B. Nelson
Its: Tenant

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

On the 4/23/09, personally appeared before me Fred B. Nelson, who being by me duly sworn, did say that he executed the foregoing instrument as tenant and said person acknowledged to me the same.

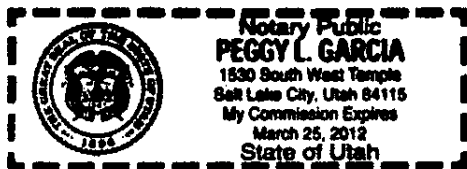


Peggy L. Garcia
NOTARY PUBLIC, residing in
Salt Lake County, Utah

Diane M. Nelson
By: Diane M. Nelson
Its: Tenant

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

On the 4/23/09, personally appeared before me Diane M. Nelson, who being by me duly sworn, did say that he executed the foregoing instrument as tenant and said person acknowledged to me the same.



Peggy L. Garcia
NOTARY PUBLIC, residing in
Salt Lake County, Utah

Exhibit A

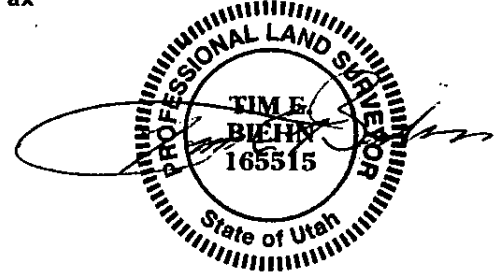
RBB

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 9, 2009
Project: SLC Fire Flow Improvements
Reference Drawings BC&A PB-18



The parcels affected by this easement are:

Nelson, Fred B. & Diane M. (TC) 2215-128-016
Rampton, John & Hoeg, Karin (JT) 2215-154-017

Permanent Waterline Easement

A parcel of land for a waterline easement 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)

Beginning at a point on the north line of a Salt Lake City Waterline easement as recorded in book 9660, page 8117 and the westerly line of a 15-foot wide easement lying within the Rampton property described in Book 9462, page 6347; said point being N0°19'18"E 1157.44 feet along the section line and East 1399.07 feet from the West Quarter Corner of said Section 15; thence N0°14'07"E 84.62 feet along the west line of said right-of-way; thence N44°45'53"W 7.07 feet; thence N0°14'07"E 60.00 feet to the north line of said Rampton property also described in Book 9462, Page 6347; thence S89°45'45"E 20.00 feet to the northeast corner of said Rampton property, said corner also being the northwest corner of the Nelson property described in Book 6195, Page 2018; thence S0°14'07"W 30.00 feet along the common north/south line between said Rampton and Nelson properties; thence S56°04'24"E 18.03 feet; thence S0°14'07"W 109.62 feet to the north line of said Salt Lake City Waterline easement; thence N89°45'46"W 15.00 feet to the common north/south property line between said Rampton and Nelson properties; thence N89°45'46"W 15.00 feet to the point of beginning

(Sketch)

