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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

SL CITY PUBLIC UTILITIES

PO BOX 145528

SLC UT 84115

BY: HNP, 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. 2215452

**EASEMENT**

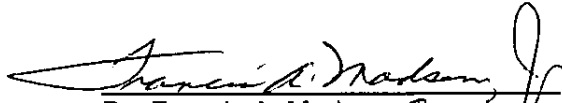
Roselans Home Owners Association, a limited liability company ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest 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.

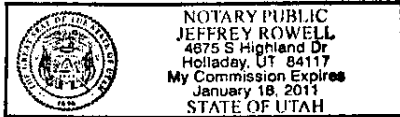
WITNESS the hand of the Grantor this 3<sup>RD</sup> day of DECEMBER, 2009.

Roselans Home Owner's Association, a  
limited liability company

  
By: Francis A. Madsen, ~~Dr.~~  
Its: ~~Manager~~ **PRESIDENT**

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

On the 3<sup>rd</sup> December 2009, personally appeared before me Francis A. Madsen, who being by me duly sworn, did say that he executed the foregoing instrument as manager of Roselans Home Owners Association, and said person acknowledged to me the same.



  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

"EXHIBIT "A"

