

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. 2209477033

11786098  
01/07/2014 01:28 PM \$0.00  
Book - 10203 Pg - 9164-9166  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
PO BOX 145528  
SLC UT 84115  
BY: KSR, DEPUTY - WI 3 P.

## EASEMENT

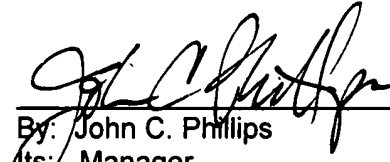
**MONARCH WOODS, LLC** ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and 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"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

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.

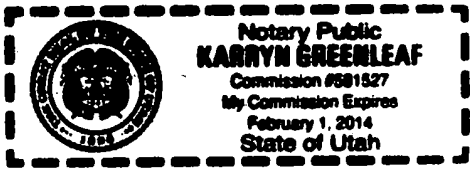
WITNESS the hand of the Grantor this 7 day of January, 2014.

Monarch Woods, LLC,  
a limited liability company

  
By: John C. Phillips  
Its: Manager

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

On the January 7, 2014, personally appeared before me John C. Phillips, who being by me duly sworn, did say that he executed the foregoing instrument.



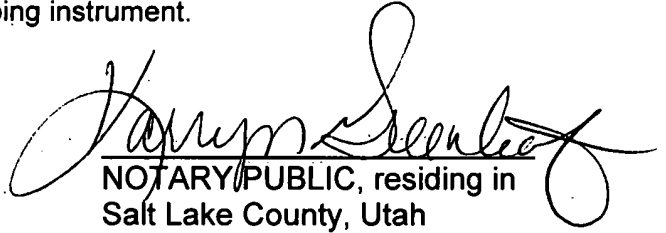
  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

EXHIBIT A

A WATER EASEMENT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE PROPOSED WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE, SAID POINT ALSO BEING AT THE SOUTHEAST CORNER OF LOT 1 OF THE PROPOSED MONARCH WOODS SUBDIVISION (NOT YET RECORDED), SAID POINT ALSO BEING NORTH 514.77 FEET AND EAST 1130.83 FEET AND WEST 40.00 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; SAID POINT ALSO BEING NORTH 01°32'20" EAST 883.76 FEET AND NORTH 88°27'40" WEST 40.00 FEET FROM THE MONUMENT IDENTIFYING THE INTERSECTION OF HIGHLAND DRIVE AND WALKER LANE, AND RUNNING THENCE NORTH 89°04'43" WEST ALONG THE SOUTH LINE OF GRANTOR'S PROPERTY 11.26 FEET; THENCE NORTH 00°55'17" EAST 10.00 FEET; THENCE NORTH 89°04'43" WEST 327.64 FEET; THENCE SOUTH 00°55'17" WEST 10.00 FEET TO SAID GRANTOR'S PROPERTY; THENCE NORTH 89°04'43" WEST ALONG SAID GRANTOR'S PROPERTY 10.00 FEET; THENCE NORTH 00°55'17" EAST 10.00 FEET; THENCE NORTH 89°04'43" WEST 8.19 FEET; THENCE NORTH 01°32'20" EAST 20.00 FEET; THENCE SOUTH 89°04'43" EAST 357.20 FEET TO SAID PROPOSED WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 01°32'20" WEST ALONG SAID PROPOSED WESTERLY RIGHT OF WAY LINE 30.00 FEET TO THE POINT OF BEGINNING.