

8873486

Please return to:  
Salt Lake City Public Utilities  
Attn.: Karryn Greenleaf  
1530 South West Temple  
Salt Lake City, Utah 84115  
Salt Lake County Parcel ID No.  
16-07-368-007 and 16-07-368-001

8873486  
10/30/2003 02:52 PM NO FEE  
Book - 8903 Pg - 9666-9670  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
BY: KAM, DEPUTY - WI 5 P.

## EASEMENT

James M. Ferguson , as Manager of Muce, LC, as to an undivided 84.00 % interest, O. Layne Wilcock and Leann Renae Wilcock, husband and wife, as joint tenants, as to an undivided 5.00% interest and John A. Clawson, Jr. and Ann Clawson, husband and wife, as joint tenants, as to an undivided 5.50% interest and Gregory W. Strong and Deena D. Strong, husband and wife, as joint tenants, as to an undivided 5.50% interest and ("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, and Salt Lake County, a body politic, 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 drainage facility known as the Parleys Creek Conduit, 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:

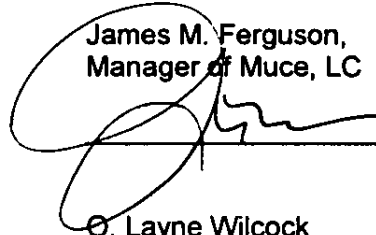
1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging 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.

BK 8903 PG 9666

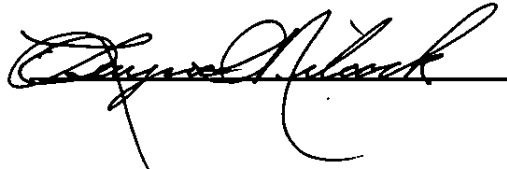
5. Grantor agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's 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 30<sup>th</sup> day of October, 2003.

James M. Ferguson,  
Manager of Muce, LC

  
10/30/03

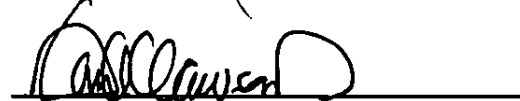
O. Layne Wilcock



Leann Renae Wilcock



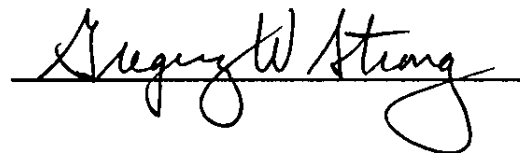
John A. Clawson, Jr.



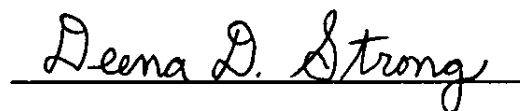
Ann Clawson



Gregory W. Strong

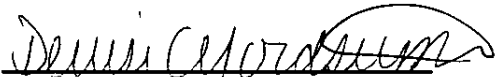


Deena D. Strong



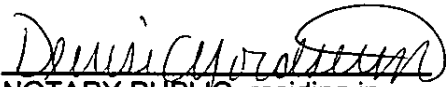
STATE OF UTAH     )  
                              : ss.  
County of Salt Lake    )

On the 30<sup>th</sup> Day of October, 2003, personally appeared before me James M. Ferguson, who being by me duly sworn, did say that he executed the foregoing instrument as Manager of Muce, LC, a limited liability company and said person acknowledged to me that said corporation executed the same.

  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

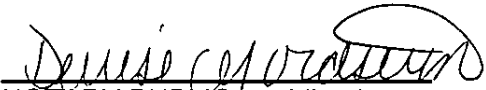
STATE OF UTAH     )  
                              : ss.  
County of Salt Lake    )

On the 30<sup>th</sup> Day of October, 2003, personally appeared before me O. Layne Wilcock, who being by me duly sworn, did say that he executed the foregoing instrument.

  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

On the 30<sup>th</sup> Day of October, 2003, personally appeared before me Leann Renae Wilcock, who being by me duly sworn, did say that she executed the foregoing instrument.

  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

On the 30th day of October, personally appeared before me John A. Clawson, Jr., who being by me duly sworn, did say that he executed the foregoing instrument.



Mary E. Lance  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

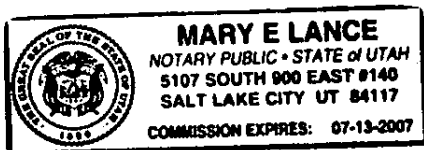
On the 30th day of October, personally appeared before me Ann Clawson, who being by me duly sworn, did say that she executed the foregoing instrument.



Mary E. Lance  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

On the 30th day of October, personally appeared before me Gregory W. Strong, who being by me duly sworn, did say that he executed the foregoing instrument.



Mary E. Lance  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

On the 30th day of October, personally appeared before me Deena D. Strong, who being by me duly sworn, did say that she executed the foregoing instrument.



Mary E. Lance  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

**EXHIBIT A**

An easement 50.00 feet in width 25.00 feet on each side of a centerline described as follows:

Beginning at a point on the East line of State Street, said point being the intersection of said East line and the centerline of Parley's Conduit, an 8 foot wide underground storm drainage conduit, said point also being Southerly along said East line 13.36, more or less, from the Northwest corner of Lot 10, Block 2, Nye's Addition Subdivision, a subdivision being part of Block 12, 5-Acre Plat 'A', Salt Lake City Survey and running thence Southeasterly along the centerline of said conduit to the West line of Edison Street; said Southeasterly courses being generally described as follows:

Beginning at said point of intersection and running thence South  $71^{\circ}01'43''$  East 5.62 feet, more or less; thence South  $42^{\circ}21'39''$  East 33.46 feet, more or less; thence South  $77^{\circ}37'19''$  East 151.00 feet, more or less; thence South  $45^{\circ}48'53''$  East 193.53 feet, more or less, to said West line.

NOTE: The above described easement is located per Salt Lake City Public Utility Area Maps and sheets No. 6, 5 and 2 of the Salt Lake City Parley's Conduit Repair Flood Restoration Project Access Manhole Plot Plans dated and signed December 21, 1983 as Project No. FV-R-83-1580.

KGJ  
10/29/03