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Book - 8986 Pg - 5942-5955
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: SLR, DEPUTY - WJ 14 P.

When Recorded, Mail To:
Salt Lake City Public Utilities
Attn: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84117

MNT 04038622

Space above for County Recorder's Use

RECORDED

Parcel I.D. Nos. 16-07-358-007 and
16-07-358-001

MAY 10 2004

CITY RECORDER

AMENDED AND RESTATED EASEMENT

THIS AMENDED AND RESTATED EASEMENT (hereinafter referred to as the "Amended Easement") is made as of the 10 day of April, 2004, by and between **JAMES M. FERGUSON**, as Manager of MuSe, LC; **O. LAYNE WILCOCK and LEANN RENAE WILCOCK**, husband and wife, as joint tenants; **JOHN A. CLAWSON, JR. and ANN CLAWSON**, husband and wife, as joint tenants; and **GREGORY W. STRONG and DEENA D. STRONG**, husband and wife, as joint tenants (herein collectively referred to as "Grantors") and **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah (herein referred to as "City"), and **SALT LAKE COUNTY**, a body politic (herein referred to as "County").

RECITALS

A. On the 30th day of October, 2003, Grantors transferred and conveyed to City and County an Easement for the Parley's Creek Conduit, which Easement was recorded in the Office of the Salt Lake County Recorder on October 30, 2003, as Entry No. 8873486, in Book 8903, beginning at Page 9666 (the "Original Grant").

B. The Easement as contained in the Original Grant contained restrictions upon the construction and maintenance of improvements over the easement, which are inconsistent with the current use of the property by Grantors.

C. Grantors have requested a modification to the Easement restrictions as contained in the Original Grant, and the City and County have agreed to the modifications as hereinafter set forth.

D. The parties desire to amend and restate the Easement as hereinafter contained.

NOW, THEREFORE, in consideration of these recitals and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The original Easement is amended and restated in its entirety as set forth in Paragraph 2.

2. James M. Ferguson, as Manager of MuSe, 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 ("Grantor"), hereby conveys

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451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

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 ("City"), and Salt Lake County, a body politic, ("County") its successors-in-interest and assigns, 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:

A. 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 and County's access and use of the Easement Property; provided, however, that the Grantor is authorized to maintain and restore, in the event of a casualty, subject to then existing applicable zoning ordinances, those building improvements which currently exist and are partially located within the Easement Property as of the date hereof and shown on Exhibit B attached hereto.

B. City and County 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 and County's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation; provided, however, the City and County shall not have the right to remove any building improvements which exist upon the Easement Property as of the date hereof.

C. City and County 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.

D. This Easement shall be liberally construed in the favor of the City and County.

E. Grantor accepts the risk of loss or damage to its improvements located within the Easement Property as a result of the use made thereof by the City and County and agrees to indemnify, hold harmless and defend City

and County, their 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.

IN WITNESS, the parties have executed this Amended and Restated Easement the day and year first above appearing.

GRANTOR:



JAMES M. FERGUSON
Manager of Musée, LC



O. LAYNE WILCOCK



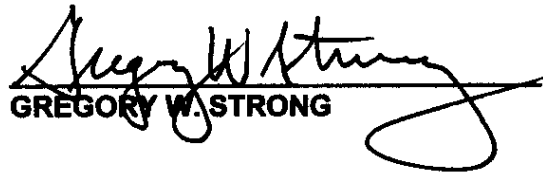
LEANN RENAE WILCOCK



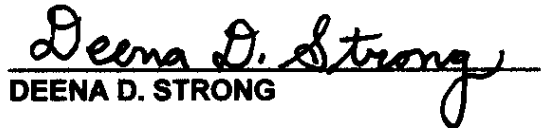
JOHN A. CLAWSON JR.



ANN CLAWSON



GREGORY W. STRONG



DEENA D. STRONG

and County, their 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.

IN WITNESS, the parties have executed this Amended and Restated Easement the day and year first above appearing.

GRANTOR:

JAMES M. FERGUSON
Manager of Muce, LC

O. LAYNE WILCOCK

LEANN RENAE WILCOCK

JOHN A. CLAWSON JR.

ANN CLAWSON

GREGORY W. STRONG

DEENA D. STRONG

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SALT LAKE COUNTY

[Handwritten Signature]

MAYOR OR DESIGNEE

ATTEST:

COUNTY RECORDER

APPROVED AS TO FORM

Salt Lake County District Attorney's Office

By *[Handwritten Signature]*
Deputy District Attorney

Date 10 May 2004

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

The foregoing instrument was acknowledged before me this 10 day of May, 2004, by David Meredith, CAO in her/his capacity as Mayor or Designee of SALT LAKE COUNTY, a body politic of the State of Utah.



[Handwritten Signature]

NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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

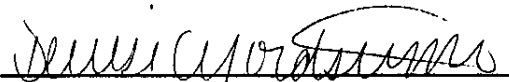
The foregoing instrument was acknowledged before me this _____ day of _____, by _____ in his/her capacity as Recorder of SALT LAKE COUNTY, a body politic of the State of Utah.

NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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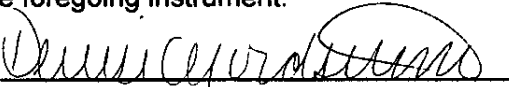
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 26 day of April, 2004, personally appeared before me JAMES M. FERGUSON, who being by me duly sworn, did say that he executed the foregoing instrument as Manager of Muse, LC, a limited liability company, and said person acknowledged to me that said company executed the same.


NOTARY PUBLIC, residing in
Salt Lake County, Utah


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 26 day of April, 2004, 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)

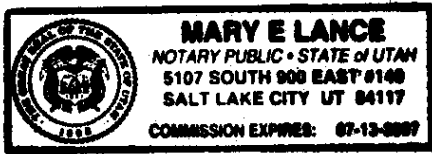
On the 26 day of April, 2004, personally appeared before me LEANN RENAE WILCOCK, who being by me duly sworn, did say that she executed the foregoing instrument.


NOTARY PUBLIC, residing in
Salt Lake County, Utah

NOTARY SEAL NOT LEGIBLE
• CO RECORDER •

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 26th day of April, 2004, 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)

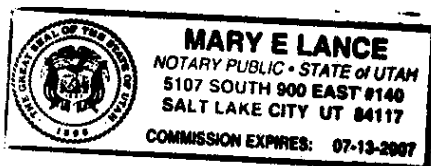
On the 26th day of April, 2004, personally appeared before me ANN CLAWSON, who being by me duly sworn, did say that she executed the foregoing instrument.



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

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

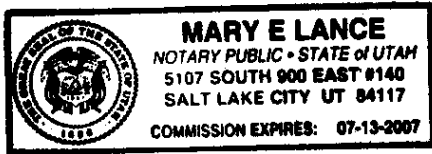
On the 26th day of April, 2004, personally appeared before me GREGORY W. STRONG, who being by me duly sworn, did say that he executed the foregoing instrument.



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

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 26th day of April, 2004, personally appeared before me DEENA 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

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of May, 2004, 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 company executed the same.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of May, 2004, 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 ____ day of May, 2004, 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

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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of May, 2004, personally appeared before me JOHN A. CLAWSON, JR., 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 ____ day of May, 2004, personally appeared before me ANN CLAWSON, 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 ____ day of May, 2004, personally appeared before me GREGORY W. STROG, who being by me duly sworn, did say that he executed the foregoing instrument.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of May, 2004, personally appeared before me DEENA STRONG, who being by me duly sworn, did say that she executed the foregoing instrument.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

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SALT LAKE CITY, UTAH 84111

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 feet, 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.

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