

9190486

Please return to:
Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Sidwell Numbers
22-23-251-017, 22-23-251-018

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10/05/2004 02:28 PM \$0.00
Book - 9045 Pg - 4646-4647
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: ZJM, DEPUTY - WI 2 P.

EASEMENT

U.G.P.D.-UTAH, L.C., a Utah limited liability company, whose mailing address is 3454 Stone Mountain Lane, Sandy, Utah 84092 ("Grantors"), hereby conveys to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, whose address is 451 South State Street, Salt Lake City, Utah 84111, its successors-in-interest and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a 30-foot wide perpetual easement and right-of-way for construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a 16-inch watermain, together with related valves, bends, thrust block, service lines and any facilities attendant thereto, upon, over, under, across and through certain real property, situated in Salt Lake County, State of Utah, which easement is more particularly described as follows:

A thirty-foot easement and Right-of-Way 15-feet on each dside of the following described centerline:

Beginning at a point 15-feet northerly of an existing 16-inch ductile iron water main, said point being North 974.54 feet and East 845.27 feet from the center of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridan, and running thence South 81°05'12" East parallel with and 15 Feet northerly of said 16-inch water main 66.63 feet; thence North 44°40'51" East 39.25 feet to the west line of the proposed Millrock Park Subdivision; thence South 00°13'04" West along said west line 62.57 feet; thence North 81°05'12" West parallel with and 15 feet southerly of said 16-inch ductile iron water main 99.03 feet; thence North 08°54'48" East 30.00 feet to the point of beginning.

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 roadway improvements only within the easement as long as such improvements do not interfere with the Grantee access and use of the easement.

2. Grantee 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 Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.

3. Grantee 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 Grantee.

WITNESS the hand of the Grantor this 1st day of October, 2004.

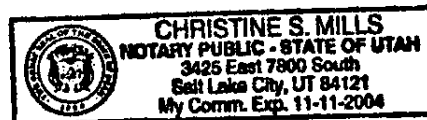
**U.G.P.D.-UTAH,, L.C., a Utah
limited liability company**

William Derk Pardoe
By: WILLIAM DERK PARDOE
Its: MANAGING MEMBER

ACKNOWLEDGMENT

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

On the 1st October 2004 personally appeared before me William Derk Pardoe, who being by me duly sworn, did say that he executed the foregoing instrument as managing member of U.G.P.D.-UTAH,, L.C., a Utah limited liability company, and that the statements contained therein are true.



Christine S. Mills
NOTARY PUBLIC, residing in
Salt Lake County, Utah