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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 S WEST TEMPLE
SLC UT 84115
BY: NEH, 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

Space above for County Recorders Use
County Parcel No. 0735426005

EASEMENT

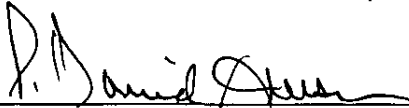
ZIONS SECURITIES CORPORATION, a Utah corporation whose mailing address is 5 Triad Center, Suite 450, Salt Lake City, Utah 84180, ("Grantor"), hereby conveys to **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South 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 of a new drainage swale extension, 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 18th day of July, 2006.

ZIONS SECURITIES
CORPORATION, a Utah corporation


By: P. DAVID JENSEN
Its Vice President/COO

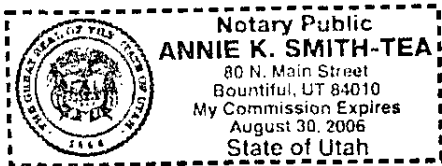
ACKNOWLEDGMENT

STATE OF UTAH)

:SS

County of Salt Lake)

On the 18th day of July, 2006, personally appeared before me P. David Jensen, who being by me duly sworn, did say that he executed the foregoing instrument as vice president of Zions Securities Corporation, a Utah corporation and that the statements contained therein are true.



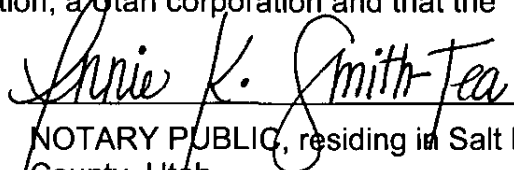

NOTARY PUBLIC, residing in Salt Lake
County, Utah

EXHIBIT "A"

**Legal Description for
40' Wide Storm Drain Swale Easement**

A 40.00 foot wide permanent, non-exclusive drainage easement located in the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west line of the proposed Bonneville Center Plat D, said point being North $00^{\circ}03'46''$ East 784.57 feet along the west line of the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, South $89^{\circ}56'14''$ East 357.63 feet to said west line and along said west line North 1,092.18 feet from the South Quarter Corner of said Section 35, and thence continuing along said west line North 40.00 feet to point 30.00 feet perpendicularly distant northerly of the north line of Lot 9 of said Plat D; thence parallel to said north line East 749.89 feet to the westerly right-of-way line of the proposed Ace Yeager Court and a point on the arc of a 65.00 feet radius non-tangent curve to the left, the center of which bears South $62^{\circ}30'33''$ East; thence along said westerly right-of-way line Southerly 41.22 feet along said curve through a central angle of $36^{\circ}20'12''$ and a long chord of South $09^{\circ}19'21''$ West 40.54 feet to a point 10.00 feet perpendicularly distant southerly of said north line; thence parallel to said west line West 743.32 feet to the POINT OF BEGINNING. Said easement encompasses 29,776 square feet or 0.68 acres, more or less.