4.

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. 22-15-276-033-0000

11221477
08/01/2011 01:49 PM \$0.00
Book - 9940 P9 - 4822-4825
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
PO BOX 145528
SLC UT 84115
BY: NEH, DEPUTY - WI 4 P.

EASEMENT

Jeffrey C. Flamm and Nancy E. Flamm as joint tenants ("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").

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. City will make reasonable efforts to restore disruptions to the surface including repair of damaged sod, top soil, gravel, concrete, or asphalt. City shall not be responsible for extra ordinary costs for restoration including, but not limited to, replacement of trees, shrubs, pavers, heated sidewalks or heated driveways.
- 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.

| WITNESS the hand of the Grantor this | 6 | day of | June | . 2011 |
|--------------------------------------|---|--------|-------|--------|
| VALUE OF THE HALLO THE OF THE OF THE | | uay or | 301.0 | , 2011 |

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

By: JefffetyC. Flamm
Its: Joint Tenant

| STATE O | F UTAH |) |
|---------|--------|---|
| | | |

County of Salt Lake)

On the <u>int June</u>, <u>2011</u>, personally appeared before me Jeffrey c. Flamm, who being by me duly sworn, did say that he executed the foregoing instrument as joint tenant and said person acknowledged to me the same.



NOTARY PUBLIC, residing in Salt Lake County, Utah

By: Nancy E Flamm Its: Joint Tenant

STATE OF UTAH

: ss.

County of Salt Lake

On the 6th June 2011, personally appeared before me Nancy E. Flamm, who being by me duly sworn, did say that she executed the foregoing instrument as joint tenant and said person acknowledged to me the same.

ANDREW 8 FLAMM
Notary Public
State of Uton
State of Uton
State Of Uton
8800 E Big Comorwood Comyon

NOTARY PUBLIC, residing in Salt Lake County, Utah

EXHIBIT "A"

WEST AND FIRE HYD. EASEMENT

20 Foot Wide Permanent Water Line Easements

Affects Parcels 22-15-276-029, 22-15-276-038, 22-15-276-008, 22-15-277-002 and 22-15-276-033

A 20 foot wide strip of land for a Permanent Water Line Easement with the side lines being 10.00 feet on each side of the following described center lines, said strips of land are located in the Northeast Quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows.

(West)

Beginning at a point N89°53'12"W 598.32 feet along the Section Line (Basis of Bearing) and N0°06'48"E 3269.42 feet from the Southeast corner of Section 15, township 2 South, Range 1 East, Salt Lake Base and Meridian;

thence S89°48'00"W 20.43 feet;

thence S0°12'00"E 39.99 feet;

thence S44°55'00"W 29.28 feet;

thence N89°58'05"W 346.44 feet;

thence South 80.00 feet to the end of said easement.

(Fire Hyd.)

Beginning at a point N89°53'12"W 610.85 feet along the Section Line (Basis of Bearing) and N0°06'48"E 3190.02 feet from the Southeast corner of Section 15, township 2 South, Range 1 East, Salt Lake Base and Meridian;

thence N45°05'00"W 23.15 feet to the end of said easement said point also being the southeast line of the above described easement.

