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Book - 9517 Ps - 4123-4124  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
1530 S WEST TEMPLE  
SLC UT 84115  
BY: KLD, DEPUTY - WI 2 P.

When Recorded Please return to:  
Salt Lake City Public Utilities  
Attention: Karryn Greenleaf  
1530 South West Temple  
Salt Lake City, Utah 84115

Space above for County Recorders Use

Salt Lake County Parcel ID No.  
07-35-400-005

EASEMENT

ZIONS SECURITIES CORPORATION, a Utah Corporation, as successor-in-interest to Beneficial Development Company, a Utah corporation, ("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 24" Watermain 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").

LEGAL DESCRIPTION  
NOT ATTACHED  
CO RECORDER

Without limiting the generality of the foregoing, Grantor does hereby 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.

WITNESS the hand of the Grantor this 20 day of September, 2007.

ZIONS SECURITIES CORPORATION, a Utah corporation, as successor-in-interest to BENEFICIAL DEVELOPMENT COMPANY a Utah corporation

By: *P. David Jensen*  
P. DAVID JENSEN  
Its: Senior Vice President and COO

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

On the 20<sup>th</sup> Sept 07, personally appeared before me P. David Jensen, who being by me duly sworn, did say that he executed the foregoing instrument as Senior Vice President and COO, of ZIONS SECURITIES CORPORATION, and said person acknowledged to me that said corporation executed the same.



*Karryn Greenleaf*  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah