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11/24/2008 01:56 PM \$0.00
Book - 9660 Pg - 8111-8114

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

GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES

Space above for County Recorder's Use
BY: ZJM, DEPUTY - WI 4 P. By: ZJM

County Parcel No. 22151280160000

EASEMENT

Fred B. Nelson and Diane M. Nelson as tenants in common ("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 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:

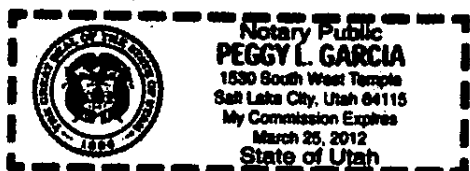
1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging 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.
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 _____ day of _____, 2008.

Fred B. Nelson
By: Fred B. Nelson
Its: Tenant

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

On the 10/10/08, personally appeared before me Fred B. Nelson, who being by me duly sworn, did say that he executed the foregoing instrument as tenant and said person acknowledged to me the same.

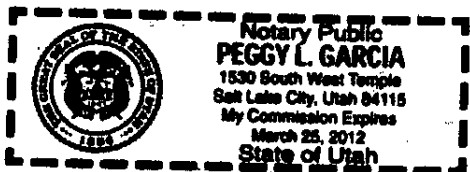


Peggy L. Garcia
NOTARY PUBLIC, residing in
Salt Lake County, Utah

Diane M. Nelson
By: Diane M. Nelson
Its: Tenant

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

On the 10/10/08, personally appeared before me Diane M. Nelson, who being by me duly sworn, did say that he executed the foregoing instrument as tenant and said person acknowledged to me the same.



Peggy L. Garcia
NOTARY PUBLIC, residing in
Salt Lake County, Utah

Exhibit A

RBB

ROBINSON, BIEHN & BIEHN, INC.

Professional Land Surveyors

5330 South 900 East, Suite 120

Salt Lake City, Utah 84117-7261

(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS

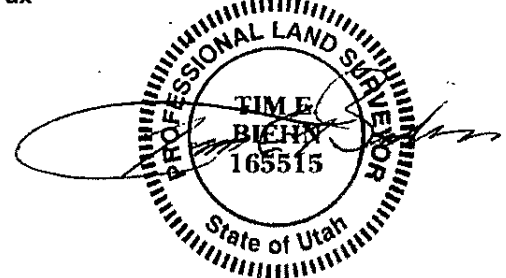
Ted M. Biehn, PLS

Tim E. Biehn, PLS

April 11, 2008

Project: SLC Fire Flow Improvements

Reference Drawings BC&A PB-18



The parcels affected by this easement are:

- ✓ Eichenblat, Martin (TR) 2215-176-010
- ✓ Lund, Bonnie B. 2215-128-021
- ✓ Bezzant, Jacqueline S. (TR) 2215-154-011
- ✓ Nelson, A. Tom & Nadine R. (TC) 2215-154-014
- ✓ Dichter, Ron & Diana (TC) 2215-176-004
- ✓ Nelson, Fred B. & Diane M. (TC) 2215-128-016
- ✓ Rampton, John & Hoeg, Karin (JT) 2215-154-017

Permanent Waterline Easement

com

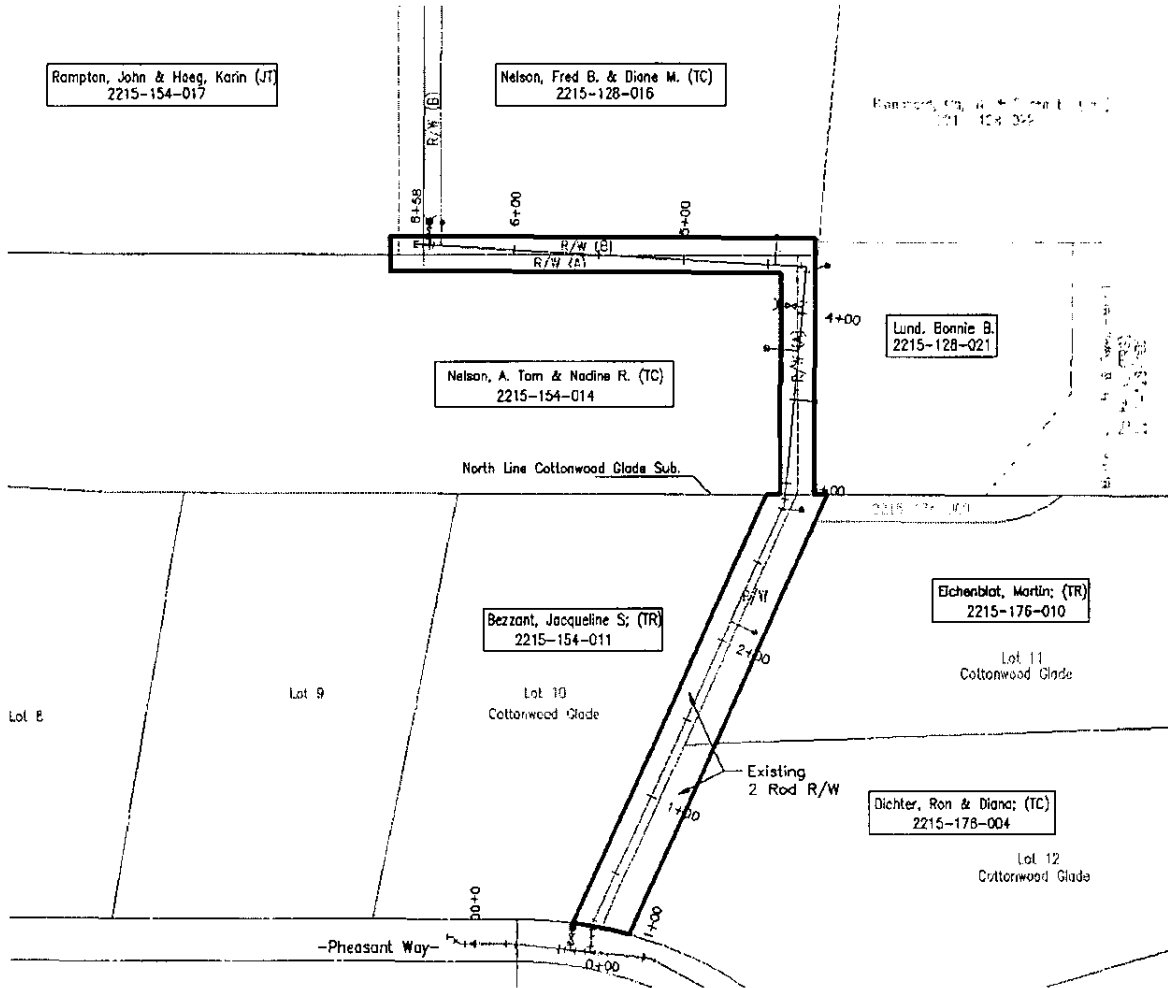
A parcel of land for a waterline easement located in the Northwest Quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah and being more particularly described as follows. (Bearings are NAD83 State Plane)

Beginning on the north line of Cottonwood Glade Subdivision, and the easterly line of a 2 rod right-of-way across lots 10,11 and 12 as shown on the officially recorded map of Cottonwood Glade Subdivision, said point also being N0°19'18"E 1013.23 feet along the section line and S89°45'46"E 1652.91 feet from the West Quarter Corner of said Section 15; thence S24°30'14"W 283.59 feet along the easterly line of said 2 rod right-of-way to the North line of Pheasant Way; thence northwesterly 33.87 feet along the north line of said Pheasant Way and the arc of a 250 foot radius curve to the left through a central angle of 7°45'47" (chord bears N78°20'14"W 33.85 feet) to the westerly line of said 2 rod right-of-way; thence N24°30'15"E 276.24 feet along said westerly line to the north line of Lot 10 of said Cottonwood Glade Subdivision; thence S89°45'46"E 8.10 feet along said north line to the west line of a right-of-way (A) described in Book 6195, Page 2018 in the offices of the Salt Lake County Recorder's office; thence N0°14'14"E 130.00 feet along the west line said right-of-way (A); thence N89°45'46"W 210.54 feet along the south line of said right-of-way to a corner point on said right-of-way (A); thence N89°45'46"W 20.00 feet; thence N0°14'14"E 20.01 feet; thence S89°45'46"E 20.00 feet to the west line of right-of-way (B) also described in Book 6195, Page 2018; thence S89°45'46"E 10.00 feet to a corner point on said right-of-way (B); thence S89°45'46"E 220.54 feet along the north line of said right-of-way (B); thence S0°14'14"E 10.00 feet to the northeast corner of said right-of-way (A) thence S0°14'14"W 140.00 feet along the east line of said right-of-way (A) to the north line of said Lot 11; thence S89°45'46"E 8.10 feet to the point of beginning.

(See Sketch)

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