

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. 2215251007

11469446  
09/12/2012 10:21 AM \$0.00  
Book - 10055 Pg - 3858-3860  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
PO BOX 145528  
SLC UT 84115  
BY: CDC, DEPUTY - WI 3 P.

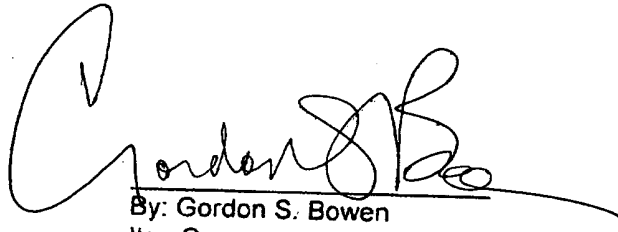
## EASEMENT

Gordon S. Bowen ("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.
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.

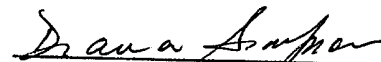
WITNESS the hand of the Grantor this 5<sup>th</sup> day of September, 2012.

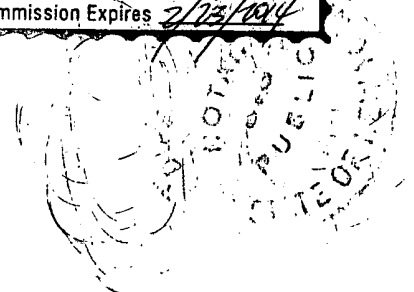


By: Gordon S. Bowen  
Its: Owner

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

On the 5<sup>th</sup> September, 2012, personally appeared before me Gordon S. Bowen, who being by me duly sworn, did say that he executed the foregoing instrument as partner and said person acknowledged to me the same.

  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah



# **EXHIBIT "A"**

Easement 1, a 20.00' foot water line easement 10.00' on both sides of a centerline described as follows:

Beginning at a point located south 1845.25 feet and east 781.64 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian running thence N 01°51'58" E 45.93 feet; thence N 02°15'36" W 81.40 feet; thence N 00°00'32" E 135.76 feet; thence N 26°34'51" E 38.91 feet; thence N 01°33'34" E 85.90 feet to the point of termination.

Contains 7,766 s.f. or 0.1783 acres

Easement 2, a 20.00' foot water line easement 10.00' on both sides of a centerline described as follows:

Beginning at a point on the Bowen property line said point being located south 1516.51 feet and east 627.68 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian running thence S 89°42'05" E 25.84'; thence S 63°39'49" E 93.08 feet; thence S 73°32'27" E 50.11 feet to the point of termination.

Contain 3,590 s.f. or 0.0824 acres.