

8961630

Please return to:  
Salt Lake City Public Utilities  
Attn.: Karryn Greenleaf  
1530 South West Temple  
Salt Lake City, Utah 84115  
Salt Lake County Parcel ID No.  
16-05-326-001, 16-05-326-002

8961630  
01/27/2004 02:24 PM NO FEE  
Book - 8938 Pg - 2246-2248  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
BY: SEM, DEPUTY - WI 3 P.

## EASEMENT

**JOHN COLLIER**, an individual whose principal mailing address is 239 "J" Street, Salt Lake City, Utah 84103 ("Grantor"), hereby grants and 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,, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of water and sewer mains known as 513504904 and 525002092, together with all facilities ancillary and appurtenant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property consisting of a portion of a private roadway known as Laker Court, situated in Salt Lake County, State of Utah, which property is more particularly described on Exhibit A attached hereto (the "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 gives these rights as part of the private road owner/user and adjacent property owner who is responsible for the upkeep and maintenance of the private road. Grantor may construct road improvements (except for trees and permanent structures or buildings) within the Easement Property 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 the 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 construction, ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.

BK 8938 PG 2246



## **EXHIBIT A**

Permanent Easement 17.00 feet wide lying 7.0 feet right and 10 feet left of and parallel and adjacent to the following line of reference and projections thereof:

Beginning at the Northwest Corner of Lot 6, Block 41, Plat "B", Big Field Survey; and running thence South 00°01'05" East 306.00 feet.