When Recorded Please return to: Salt Lake City Public Utilities Attention: Peggy Garcia 1530 South West Temple Salt Lake City, Utah 84115 9323117
03/15/2005 02:07 PM \$○.00
Book - 9105 P9 - 5282-5284
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: KAM, DEPUTY - WI 3 P.

Space above for County Recorders Use

County Parcel No. 22-15-354-040 22-15-354-041

## **EASEMENT**

Linda Secrist ("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 operation and continued maintenance, repair, alteration and inspection of a six-inch 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"), 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 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 or trespassers.

WITNESS the hand of the Grantor this	3/1/	<u>)</u> da	ay of _	1)		, 2005.
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By: Linda Secrist Its: Owner

STATE OF UTAH

, : ss.

County of Salt Lake )

On the 3/n/05 , personally appeared before me Linda Secrist, who being by me duly sworn, did say that he executed the foregoing instrument as owner and said person acknowledged to me the same.

Notary Public
KATHY BERTSCH
CHOOS & Union Park Center, 9180
Midvala, Utah 84047
My Commission Experse
Jenuary 1, 2007
State of Utah

NOTARY PUBLIC, residing in Salt Lake County, Utah

## **EXHIBIT "A"**

Description of a 30 foot Easement from Linda Secrist at 6150 & 6130 South Murdock Woods Place. Sidwell Parcel No. 22-15-354-040 and 22-15-354-041

## Description

The West 30 feet of Lot 3 and Lot 4, The Trees At Murdoch Woods a subdivision with a private street, Located in the Southwest Quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base & Meridan.

Contains 6,603.0 sq. ft. or 0.1516 Acres.