

When Recorded Please return to:

Salt Lake City Public Utilities
 Attention: Peggy Garcia
 1530 South West Temple
 Salt Lake City, Utah 84115

County Records Use
 County Parcel No. 22-15-476-007-0000
 22-15-576-008-0000

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 02/28/2006 02:50 PM \$0.00
 Book - 9260 Pg - 5857-5859
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SL CITY PUBLIC UTILITIES
 1530 S. West Temple
 SLC UT 84115 1530 S. West Temple
 BY: ZJM, DEPUTY - WI 3 P.


EASEMENT


RAPLH FALK II and DANA G FALK as joint tenants and PATRICIA H FALK, an individual, ("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 eight-inch water pipeline, 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 16th day of Feb. 2006.

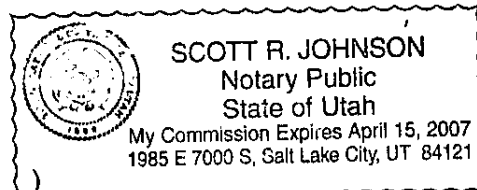

RALPH FALK II
JOINT TENANT

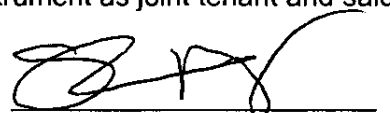

DANA G FALK
JOINT TENANT


PATRICIA H FALK

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

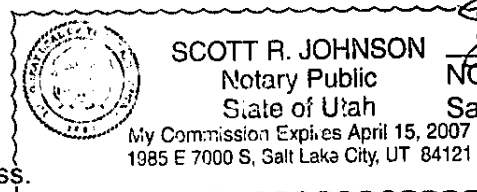
On the Feb 16 2006, personally appeared before me Ralph Falk II, who being by me duly sworn, did say that he executed the foregoing instrument as joint tenant and said person acknowledged to me the same.





NOTARY PUBLIC, residing in
Salt Lake County, Utah

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

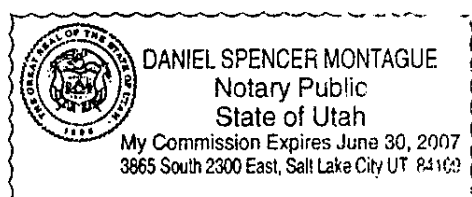
On the Feb 16 2006, personally appeared before me Dana G Falk, who being by me duly sworn, did say that she executed the foregoing instrument as joint tenant and said person acknowledged to me the same.




NOTARY PUBLIC, residing in
Salt Lake County, Utah

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

On the Feb. 15th 2006, personally appeared before me Patricia H Falk, who being by me duly sworn, did say that she executed the foregoing instrument and said person acknowledged to me the same.



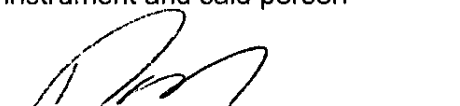

NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT "A"

A 30.00 FOOT WIDE WATERLINE EASEMENT IN FAVOR OF SALT LAKE CITY WATER DEPARTMENT WITH THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF OLD ORCHARD LANE, SAID POINT BEING NORTH 89°56'00" WEST ALONG THE SECTION LINE 863.20 FEET AND NORTH 735.93 FEET FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 34°57'54" EAST 101.50 FEET; THENCE NORTH 14°27'54" EAST 122.36 FEET; THENCE NORTH 25°42'54" EAST 57.72 FEET; THENCE NORTH 48°12'54" EAST 110.95 FEET; THENCE NORTH 70°42'54" EAST 36.13 FEET; THENCE SOUTH 88°26'29" EAST 198.43 FEET; THENCE NORTH 85°19'56" EAST 184.65 FEET; THENCE NORTH 40°50'45" EAST 37.76 FEET.