

RECORDED

MAY 24 2001

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09/05/2001 12:28 PM NO FE
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UT.
SL CITY PUBLIC WORKS
BY: SLH, DEPUTY - WI 3 P.

When recorded please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Sidwell No. 10-27-101-001

CITY RECORDER

EASEMENT

7994210

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, ("City") hereby conveys to EMIGRATION IMPROVEMENT DISTRICT, a special improvement district of the State of Utah, whose mailing address is P. O. Box 58945, Salt Lake City, Utah 84158 ("Grantee"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a certain easement and right-of-way for the installation and continued maintenance, repair, alteration and replacement of a culinary waterline, water system facilities, power and telemetry facilities for a culinary water line and appurtenant parts thereof for a culinary water line on, over, across and through the premises of the City in Salt Lake County, State of Utah, more particularly described in **Exhibit "A"** attached:

By acceptance or use thereof, Grantee agrees to be bound by and accepts this easement, subject to the following terms and conditions:

1. The rights granted hereunder are non-exclusive and the premises indicated herein are subject to being used for utility or other purposes by such person the City may designate at any time.
2. Grantee shall not disturb any existing improvements, sewer, water, or other utility lines within the boundaries of the easement granted.
3. Grantee's said facilities shall be installed as nearly as possible in the center of the described premises.
4. Grantee will comply with all applicable city ordinances and State and County laws in the installation, maintenance or removal of said facilities. Within thirty (30) days of complete installation, Grantee will submit a complete set of "as constructed" plans and specifications to the City Engineer.
5. After installation of said facilities, Grantee will, at its sole expense, restore the surface of any land disturbed by Grantee within said premises as nearly as possible to its original condition. If said damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable period of time, to be determined by City, after receipt of written notice from City, the City may restore or have the surface and/or damage repaired at the at the entire expense of Grantee.
6. No supervision or advisory control, if any, exercised by City or in its behalf, shall relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of the Grantee's use of the premises, nor of Grantee's liability for damage to City's facilities located on, or within the premises; and Grantee agrees to indemnify, save harmless and defend the City, its agents and employees from and against any and all claims, loss, cost or expense, including attorney's fees, arising out of the use of this easement and the City's facilities located thereon by Grantee.
7. City shall have the right at such times and in such a manner as it deems necessary to construct roads, or carry out other City purposes over, across and through the premises covered by this easement, and when Grantee's facilities interfere with any City purpose, upon written notice from City, Grantee will, as requested, remove, relocate or adjust those of its facilities designated within a reasonable time after such notice and at the entire expense of Grantee.
8. In the event Grantee shall fail to perform or comply with any term or condition thereof, after thirty (30) days prior written notice of such failure or noncompliance from City, this easement may, at City's sole option, immediately terminate and cease as though it had never been granted and Grantee shall have a reasonable time, to be determined by City, in which to remove its said facilities.

EXHIBIT A

Pipeline Easement #1 located in the NW1/4, NW1/4 of Section 27, Township 1 North, Range 2 East, Salt Lake Base and Meridian, a 15 foot easement, 7.5 feet on each side of the following described centerline:

Beginning at a point in the westerly boundary line of Killyons Subdivision, a subdivision in the NW ¼ of said Section 27, which point is 625.66 feet South 0°02'29" West along the Section Line and 1116.77 feet East, more or less, from the Northwest Corner of Said Section 27; and running thence South 55°26'54" West 101.31 feet; thence South 83°08'48" West 704.49 feet; thence South 38°51'57" East 213.69 feet to the Easterly boundary line of a proposed tank site. The sideline boundaries of said strips are to be shortened or extended so as to begin on the easterly boundary line and end of the westerly boundary line of said tract of land. The above described strip of land contains 15292 square feet or 0.351 acres more or less.

Also, two temporary construction easements upon part of an entire tract of property situated in the NW ¼ NW1/4 of said Section 27, Township 1 North, Range 2 East, Salt Lake Base and Meridian, included within a strip of land 25.00 feet wide lying between 7.5 feet and 32.5 feet perpendicular distant left or southerly and 25.00 feet wide lying between 7.5 feet and 32.5 feet perpendicular distant right or northerly, from the above described line. The sideline boundaries of said strips are to be shortened or extended so as to begin on the easterly boundary line and end on the easterly boundary line of a proposed tank site. The above described strips of land contains 51125 square feet, or 1.174 acres more or less.

Pipeline Easement #2 located in the NW1/4, NW1/4 of Section 27, Township 1 North, Range 2 East, Salt Lake Base and Meridian, a 15 foot easement, 7.5 feet on each side of the following described centerline:

Beginning at a point in the northerly boundary line of waterline easement #1, which point is 833.52 feet South 0°02'29" West along the Section Line and 270.92 feet East, more or less, from the Northwest Corner of said Section 27; and running thence North 25°19'22" West 105.27 feet; thence North 15°46'57" East 221.78 feet; thence North 29° 09'32" East 143.08 feet to the point of tangency with a 155.39-foot radius curve to the left; thence Northeasterly 106.76 feet along the arc of said curve, (Chord to said curve bears North 09°28'34" East for a distance of 104.67 feet) to the point of reverse curvature of a 161.23-foot radius curve to the right; thence Northeasterly 194.86 feet along the arc of said curve, (Chord to said curve bears North 24°25'00" East for a distance of 183.21 feet) to the point of reverse curvature of a 135.29-foot radius curve to the left; thence Northeasterly 152.49 feet along the arc of said curve, (Chord to said curve bears North 26°45'01" East for a distance of 144.54 feet) to the northerly boundary line of said entire tract. The sideline boundaries of said strips are to be shortened or extended so as to begin on the northerly boundary line of said perpetual easement, and end on the northerly boundary line of said tract of land. The above described strip of land contains 13863 square feet, or 0.318 acres more or less.

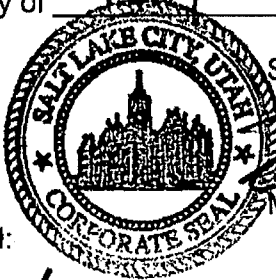
Also, two temporary construction easements upon part of an entire tract of property situated in the NW ¼ NW1/4 of said Section 27, Township 1 North, Range 2 East, Salt Lake Base and Meridian, included within a strip of land 25.00 feet wide lying between 7.5 feet and 32.5 feet perpendicular distant left or westerly and 25.00 feet wide lying between 7.5 feet and 32.5 feet perpendicular distant right or easterly, from the above described line. The sideline boundaries of said strips are to be shortened or extended so as to begin on the northerly boundary line of a temporary waterline construction easement which is 25 feet northerly from said waterline easement, and end on the northerly boundary line of said tract of land. The above described strips of land contains 44823 square feet, or 1.029 acres more or less.

9. Grantee shall not share any of its rights hereunder without the prior written consent of City.

10. In the event Grantee ceases to use any of the premises for the purposes herein described for a period of more than five (5) calendar years, then this easement shall cease and terminate, and Grantee will, upon City's written request, remove all remaining facilities at Grantee's sole expense.

DATED this 15 day of May, 2001.

RECORDED
MAY 24 2001



SALT LAKE CITY CORPORATION

[Signature]
MAYOR

CITY RECORDER

ATTEST AND COUNTERSIGN:

[Signature: Christine Meeker]
CHRISTINE MEEKER
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5/10/01
By [Signature]

ACKNOWLEDGMENT

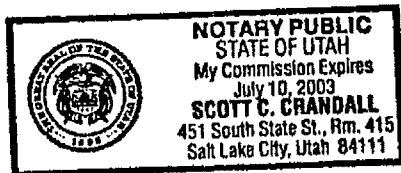
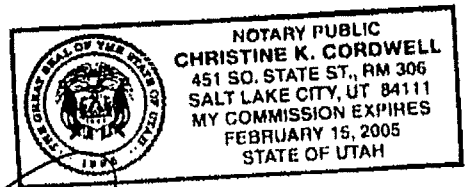
STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this day of 15 MAY, by Ross C. Anderson in his capacity as Mayor of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.

[Signature: Christine K. Cordwell]
CHRISTINE K. CORDWELL
NOTARY PUBLIC, Residing in Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this day of May 29th, by Chris Meeker in her capacity as Chief Deputy Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.



[Signature: Scott C. Crandall]
SCOTT C. CRANDALL
NOTARY PUBLIC, Residing in Salt Lake County, Utah