

RECORDED

MAY 29 2001

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

EASEMENT CITY RECORDER

7994211

SALT LAKE CITY CORPORATION, a Utah municipal corporation, ("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 water storage reservoir, water lines, water system facilities, power and telemetry facilities for a water storage reservoir and appurtenant parts thereof for a culinary water storage reservoir on, over, across and through the premises of the City in Salt Lake County, State of Utah, more particularly described as follows:

Culinary Water Storage Reservoir Easement located in the NW1/4, NW1/4 of Section 27, Township 1 North, Range 2 East, Salt Lake Base and Meridian:

Beginning at a point on the westerly boundary line of said entire tract, at a point 900.92 feet South 0°02'29" West along the Section Line from the northwest corner of said Section 27,; and running thence South 89°57'31" East 200.00 feet; thence South 0°02'29" West 300.00 feet; thence North 89°57'31" West 200 feet to the westerly boundary line of said entire tract; thence North 0°02'29" East 300.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 60000 square feet or 1.377 acres.

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.

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 25TH day of May, 2001.

RECORDED

SALT LAKE CITY CORPORATION

MAY 29 2001

CITY RECORDS  MAYOR

ATTEST AND COUNTERSIGN:


CHRISTINA MEEK
CHIEF DEPUTY CITY RECORDER

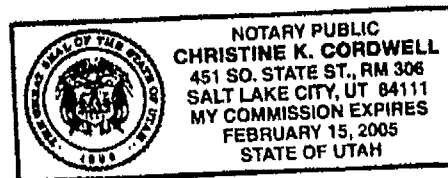


ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this day of 25th MAY, 2001, by Ross C. Anderson in his capacity as Mayor of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.

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 25th 2001, by Chris Meeker in her capacity as Chief Deputy Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.

Scott C. Crandall
NOTARY PUBLIC, Residing in
Salt Lake County, Utah



APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 5/17/01
By Chris B. Smith

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09/05/2001 12:28 PM NO FE
Book - 8497 Pg - 1597-1599
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC WORKS
BY: SLH, DEPUTY - WI 3 p.