

2356903

DEED OF EASEMENT FOR RIGHT OF WAY

APPROVED
[Signature]

The UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, hereinafter referred to as "Grantor," hereby conveys and grants to the SALT LAKE CITY CORPORATION, a body corporate and politic of the State of Utah, hereinafter referred to as "Grantee," a Right of Way and Easement to lay, maintain, operate, and remove sanitary sewer, referred to as extension 50-989, and storm sewer, referred to as extension 47-N-148, lines through and across the following described land and premises situated in Salt Lake County, State of Utah, to wit

The land of the Grantor located in the Southeast quarter of Section 4, the Southwest quarter of Section 3, and the Northwest quarter of Section 10, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

The right of way and easement shall be twenty (20) feet wide lying ten (10) feet on each side of a center line described in three parcels:

1. Beginning at a point which is on the South property line of the University of Utah Research Park South 1484.6 feet and West 4242.9 feet from the Southeast corner Section 3, T. 1 S., R. 1 E., S.L.B. and M., said point also being N. 86° 47' 03" West 1037.071 feet from the Salt Lake City Survey Monument at Padley Street and Sunnyside Avenue; thence North 0° 15' East 94.9 feet; thence North 30° 30' West 2104.8 feet, thence North 34° 45' East 291.2 feet; thence North 48° 45' East 595.8 feet.
2. Beginning at a point which is North 848.4 feet and West 4424.1 feet from the Southeast Corner Section 3, T. 1 S., R. 1 E., S.L.B. and M., said point also being North 26° 58' 07" West 2682.913 feet from the Salt Lake City Survey Monument at Padley Street and Sunnyside Avenue, thence South 41° West 1032.9 feet.
3. Beginning at a point which is North 850.0 feet and West 4441.3 feet from the Southeast Corner Section 3, T. 1 S., R. 1 E., S.L.B. and M.; said point also being North 27° 16' 40" West 2692.179 feet from the Salt Lake City Survey Monument at Padley Street and Sunnyside Avenue; thence North 49° 0' West 310.8 feet; thence Westerly 78.54 feet along a 100 foot radius curve to the left through a central angle of 45°; thence South 86° West 45 feet more or less to the center of Red Butte Creek.

[Signature]

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Handwritten initials

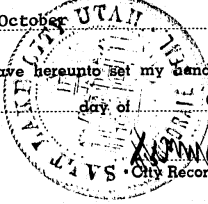
STATE OF UTAH }
COUNTY OF SALT LAKE } ss

I, Herman J. Hogensen, City Recorder of Salt Lake City, Utah, do hereby certify that the attached DEED OF EASEMENT FOR RIGHT OF WAY from UNIVERSITY OF UTAH, A body corporate and politic of the State of Utah

was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this

28th day of October, A.D. 1967.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City, Utah, this 28th day of October, A.D. 1967.



Handwritten signature of Herman J. Hogensen
City Recorder of Salt Lake City, Utah

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This Easement is granted subject to the following conditions and limitations:

1. The Grantee shall maintain and repair said facilities and everything relating thereto without cost or expense to the Grantor and in such a manner as shall not interfere with the operations of the Grantor.

2. By acceptance of this Easement and Right of Way grant, Grantee agrees to indemnify and save harmless the Grantor from any and all loss, damage, expense, claims, or demands resulting from negligence of Grantee in the construction, repair, maintenance, replacement, or operation of Grantee's facilities hereunder.

3. The Grantor reserves the right to substitute a new easement location if, in opinion of Grantor, such relocation is necessary; however, should the Grantor so elect the cost of relocating the facilities shall be paid in full by Grantor and a new and suitable easement shall be provided Grantee at no cost to Grantee.

4. In the event the facilities as installed must be changed as a result of future legislation or conduct by third parties over which the Grantor has no control, the Grantee shall at its expense move the facilities to another location unless Grantee is successful in causing the responsible third parties to pay for said expenses.

5. Grantor reserves to itself the right to construct, use and maintain across, over, and/or under the property hereby granted all facilities that it may choose so to do in such manner as not to create any unreasonable interference with the use of the Grantee herein granted.

6. The Grantee shall use reasonable care installing the facilities so as not to unduly disturb the natural growth of scrub oak and other shrubs and trees. The backfilled trenches and work areas shall be seeded to replace the growth of grasses and weeds.

IN WITNESS WHERE, the Grantor has caused this Easement to be executed on its behalf this 16 day of September, 1970.

UNIVERSITY OF UTAH

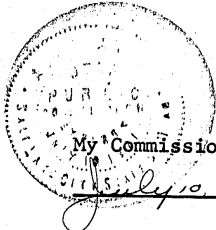
By Edward W. Clyde

Attest:

Perry D. Sorenson
(Secretary)

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 16 day of September, 1970, personally appeared before me Edward W. Clyde, who by me being duly sworn did say that he is the Chairman of the Institutional Council of the University of Utah, a body politic and corporate, and that the foregoing instrument was signed on behalf of the University of Utah by authority of a resolution of its Institutional Council, and the Said Edward W. Clyde acknowledged to me that the University of Utah executed the same.



Edward W. Clyde
NOTARY PUBLIC
Residing at Salt Lake City, Utah

Recorded NOV 3 - 1970 at 3:13 p.m.
Request of SALT LAKE CITY
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
NOEE By [Signature] Deputy
Ref. _____

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