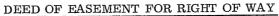
on.D.







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 construct, maintain, and operate a road extending from Wakara Way to Foothill Boulevard 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 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 one hundred twenty-eight (128) feet wide lying sixty four (64) feet on each side of a center line described as follows:

Commencing at a point T-38 located N 26^o33'40" W 2,636.620 ft. from Salt Lake City Monument at Padley Street and Sunnyside Avenue, with State Coordinates N 883,255.157 and E 1,908,913.499, thence S 41^o W 195.00 ft. thence around a curve to the right (with a radius of 1,909.86¹) a distance of 834 ft. more or less to the R/W line of Foothill Blvd.

Reference: (1) University Research Park Interchange (Utah State Building Board)

(2) Dedication plot for Arapeen Drive and Wakara Way (Salt Lake City Corporation)

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. Grantor reserves the right to substitute a new Easement location

Feo Part Jetunich Manntin Recorder, Suit Lake, Sumry, Utah

•	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 was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this	
	20th day of June 11 1 , A.D. 198 72.) PAGE
,	IN WITNESS WHEREOF, I have hereuntd set my hand and affixed the corporate seal of Salt Lake City, Utah, this 20th day of Fune A.D. 195.72	302
j	City Recorder of Salt Licke City, Utah	

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 other vegetation. IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed UNIVERSITY OF

STATE OF UTAH

COUNTY OF SALT LAKE)

___, 1972, personally appeared before who by me being duly sworn did On the 12th day of A. C. Emery say that he is the President 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 acknowledged to me that the Uni-A. C. Emery Said yersity of Utah executed the same.

My Commission Expires: July 10, 1975

100% S. 15% PAGE