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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SETH OXBORROW
180 N UNIVERSITY AVE STE 200
PROVO UT 84601
BY: TCA, DEPUTY - WI 7 P.

RETURN RECORDED DOCUMENT TO:

Seth Oxborrow
Property Enhancement Group, Inc.
180 North University Avenue, Suite 200
Provo, UT 84601

GRANT OF UTILITY EASEMENT

THIS INDENTURE is made this 23 of December, ²⁰¹⁹2020, by between Broadway Lofts Condominium Association, a Utah non-profit corporation; as well as its successors, heirs, and assigns (together "**GRANTOR**").

WITNESSETH:

WHEREAS, Grantor is the owner the premises and property located at approximately 159 W 300 S, Salt Lake City, Utah 84101 known as Parcel No: 15-01-407-061-0000 and recorded with the Salt Lake County Recorder (hereinafter, the "**Grantor Parcel**"), more particularly defined by a metes and bounds description set forth on **Exhibit A** attached hereto and made a part hereof;

WHEREAS, PEG SLC 360 South, LLC ("**PEG**") is the owner of the premises and property located directly to the South of the Parcel at approximately 371 South 200 West Salt Lake City, Utah 84101 known as Parcel No: 15-01-428-028-0008 and recorded with the Salt Lake County Recorder (hereinafter, the "**Adjacent Parcel**"), more particularly defined by a metes and bounds description set forth on **Exhibit B** attached hereto and made a part hereof;

WHEREAS, in connection with PEG's development of the Adjacent Parcel, various public utilities will be moved from their current positions on the Grantor Parcel and the Adjacent Parcel;

WHEREAS, Grantor, pursuant to that certain Agreement for Use of Land between the Parties dated December 20, 2017, desires to provide a public utility easement (the "**PUE**") across the Grantor Parcel for those purposes and according to those terms provided herein,

WHEREAS, the utilities installed within the PUE will benefit all present and future owners, lessees, invitees, and permittees of the Grantor Parcel and the Grantee Parcel;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the Grantor, the Grantor hereby conveys, transfers, creates, and delivers a permanent, non-exclusive public utility easement, the location, legal description, and depiction of which is attached hereto as **Exhibit C** over, under, across and through the Parcel for the purpose of relocating and install various utilities (the "**Improvements**"), together with a permanent right-of-way for ingress and egress to maintain, control, and repair said Improvements across and through the Grantor Parcel pursuant to the following terms and conditions:

RECITALS:

1. Public Utilities (the “Utilities”) shall have (i) the right to cut, trim or remove any trees, overhanging branches or other obstructions which may endanger the safety of or interfere with the construction, reconstruction, operation, maintenance, repair, replacement or removal of the Improvements; (ii) the right to pile dirt and materials and to operate equipment on the surface of the Grantor Parcel, both within said easement and immediately adjacent thereto, however, the access granted under this Subsection 1(ii) shall not unreasonably impede access to and use of the parking structure and ramps located on Grantor property, during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities and (iii) the right of ingress and egress for the purpose of exercising the rights herein granted.

2. Grantor shall have the right to use the land within said easement for any purpose consistent with the rights herein conveyed to the Utilities, including the right to construct across and within the PUE such improvements as are not inconsistent with the rights and duties of all persons or entities having rights within the PUE.

3. Grantor hereby agrees to pay all damages to facilities of the Utilities and expenses attributable to such damages caused by Grantor, its agents or contractors, including, but not by way of limitation, any damages caused by the construction and/or maintenance of driveways, sidewalks, parking areas and utilities, other than those to be constructed by the Utilities, within the above described easement.

4. No buildings or other structures nor any trees or other deep rooted plantings will be constructed or placed within said easement by Grantor.

5. Each Utility, by installing any portion of the Improvements within the PUE, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of said facilities, as near as practicable, to the condition found prior to each such operation.

6. Grantor has full power to convey said easement and warrants and will defend the same against all claims of all persons.

7. The Utilities shall retain ownership of the Improvements within the PUE unless otherwise stated in a separate agreement.

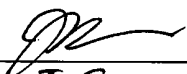
8. In the event this Agreement or any provision hereof shall be enforced by an attorney, all costs incurred including court costs and reasonable attorney fees, and including all fees and costs incurred upon appeal or in bankruptcy court, shall be paid by the party who breaches or defaults hereunder.

[Signatures on the Following Pages]

WITNESS the hand of said Grantor, this Monday, December 9, 2019.

GRANTOR:

BROADWAY LOFTS CONDOMINIUM
ASSOCIATION,
a Utah non-profit corporation
partnership

By: 
Name: J. RUSKIN ADAMS r
Title: HOA BOARD MEMBER

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

¹⁹ The foregoing instrument was acknowledged before me this 23 day of December
2020, by J. Ruskin Adams as Board Member of Broadway Lofts Condominium Association, who
represented they have authority from and executed this document for and on behalf of Broadway
Lofts Condominium Association.

Notary Public 

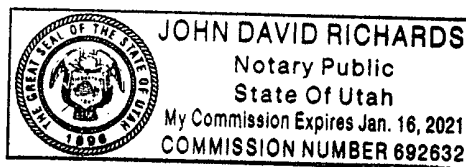


EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PARCEL

Parcel No.: 15-01-407-061-0000

Legal Description: BEG N 89°58' E 123.75 FT FR NW COR BLK 50, PLAT A, SLC SUR; N 89°58' E 96.25 FT; S 0°01'10" E 165 FT; N 89°58' E 1.28 FT; S 0°21'36" E 19.77 FT; S 86°48'53" E 0.96 FT; S 0°17'38" E 145.18 FT; S 89°58' W 1.05 FT; S 0°01'10" E 0.75 FT; S 89°58' W 4.5 FT; S 0°01'10" E 47.25 FT; S 89°58' W 217.5 FT; N 0°01'10" W 34.68 FT; N 89°41'35" E 58.48 FT; N 0°18'25" W 180 FT; S 89°41'35" W 57.58 FT; N 0°01'10" W 26.07 FT; N 89°58' E 123.75 FT; N 0°01'10" W 137.25 FT TO BEG. LESS UNITS. (BEING THE COMMON AREA OF BROADWAY LOFTS CONDOMINIUM).

Containing approximately 1.29 Acres

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PARCEL

Parcel No.: 15-01-428-028-0000

A part of Lots 3 and 4, Block 50, Plat A, Salt Lake City Survey lying within the East Half of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 200 West Street located 100.00 feet North $0^{\circ}13'48''$ East along said East Line from the Southwest Corner of said Block 50; and running thence North $0^{\circ}13'48''$ East 182.25 feet along said East Line of 200 West Street to the South Line of Broadway Lofts Condominiums as staked on the ground; thence South $89^{\circ}47'02''$ East 165.08 feet along said South Line to the Lot Line common to said Lots 3 and 4; thence South $0^{\circ}13'48''$ West 67.75 feet along said Lot Line; thence South $89^{\circ}46'33''$ East 52.48 feet; thence South $0^{\circ}13'51''$ West 49.50 feet; thence South $89^{\circ}46'33''$ East 49.54 feet; thence South $0^{\circ}13'55''$ West 102.70 feet; thence South $0^{\circ}32'03''$ West 62.30 feet to the North Line of 400 South Street; thence North $89^{\circ}46'57''$ West 101.68 feet along said North Line to the Lot Line common to said Lots 3 and 4; thence North $0^{\circ}13'48''$ East 67.71 feet along said Lot Line; thence North $89^{\circ}47'54''$ West 7.07 feet; thence North $0^{\circ}13'48''$ East 32.34 feet; thence North $89^{\circ}47'54''$ West 158.01 feet to the East Line of 200 West Street and the point of beginning.

**Contains 49,731 sq. ft.
or 1.142 acres**

EXHIBIT C

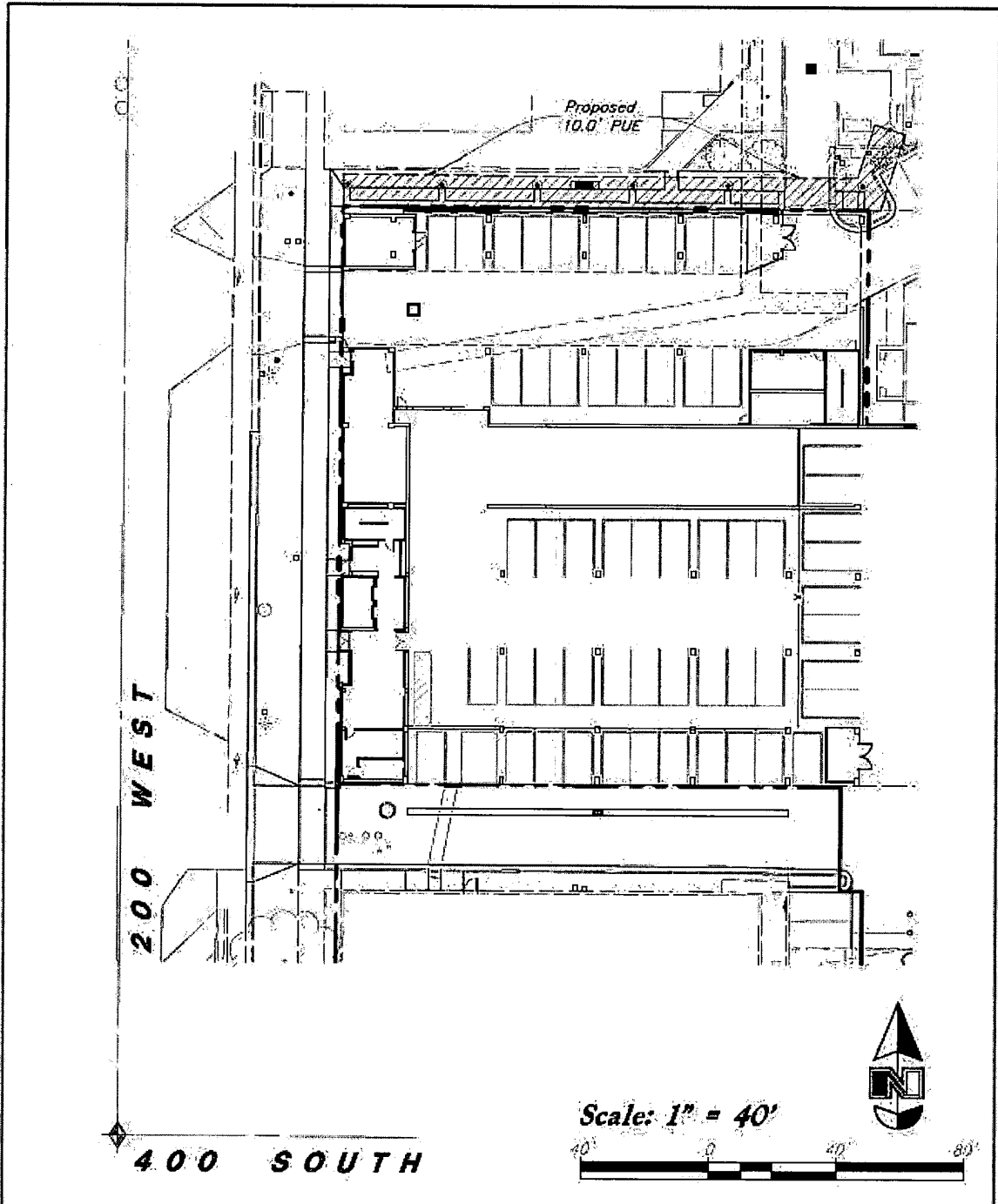
**LEGAL DESCRIPTION AND DEPICTION OF
UTILITY EASEMENT AREA**

Legal Description:

A 10.0 foot wide easement for buried powerline facilities being 5.0 feet each side of the following described centerline:

A part of Lots 3 and 4, Block 50, Plat A, Salt Lake City Survey lying within the East Half of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 200 West Street located 42.93 feet South $0^{\circ}13'48''$ West along said East Line from the Northwest Corner of said Lot 4; and running thence South $89^{\circ}47'02''$ East 165.08 feet; thence North $17^{\circ}52'12''$ East 21.17 feet to the endpoint of this easement centerline.



Public Utility Easement Exhibit

The Revival Apartments
 360 South 200 West
 Salt Lake City, Utah

Sheet No.
B

Designed By: BC
 Drafted By: DW
 Client Name: PEG
 18-034 exhibits
 03 Dec, 2019