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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

SL CITY PUBLIC UTILITIES

1530 S WEST TEMPLE

SLC UT 84115

BY: KLD, DEPUTY - WI 3 P.

When Recorded Please return to:
 Salt Lake City Public Utilities
 Attention: Peggy Garcia
 1530 South West Temple
 Salt Lake City, Utah 84115
 County Parcel No. 16-03-200-001

EASEMENT

The University of Utah, a body politic and corporate of the State of Utah with a mailing address of 201 S. Presidents Circle, Rm. 209, Salt Lake City, Utah 84112 ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a 20-foot wide easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a eight-inch water pipeline, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on **Exhibit A** attached hereto ("Easement Property"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of (i) the easement hereby granted and (ii) all rights and privileges incident thereto (collectively, the "Easement").

The Easement is granted subject to the following terms, conditions, and limitations:

1. Grantor reserves the right to construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, or landscaping which may interfere with the City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation. Promptly following City's request, Grantor shall remove any improvements or any other obstructions which may interfere with the City's use, occupation or enjoyment of this Easement.
3. City shall be entitled to 24-hour per day, 365-days per year access to the Easement Property for all purposes related to and as reasonably necessary in connection with City's ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. In addition, Grantor reserves the right to substitute a new Easement location if, in the opinion of Grantor, such relocation is necessary; however, should the Grantor so elect to make such a substitution, the actual reasonable costs of relocating/reconstructing the Facilities shall be paid in full by Grantor and a new and suitable easement shall be provided the City at no cost to the City.

5. City and Grantor are bodies politic and corporate of the State of Utah and are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq. of the Utah Code, as the same may be amended (the "Act"). Subject to the Act and up to the limitations of liability established in Section 63G-7-604 of the Act, Grantor will indemnify, save harmless and defend City from and against any loss, cost, or expense, to the extent arising out of Owner's fault or negligence related to the Easement or the Easement Property. Subject to the Act and up to the limitations of liability established in Section 63G-7-604 of the Act, City will indemnify, save harmless and Grantor from and against any loss, cost, or expense, to the extent arising out of City's fault or negligence related to the Easement or the Easement Property.

IN WITNESS WHEREOF, Grantor has caused this Easement to be signed by its duly authorized officer as of the 25th day of February, 2009.

THE UNIVERSITY OF UTAH

By: Arnold B. Combe

Name: Arnold B. Combe

Title: Vice President for Administrative Services

State of Utah)
) ss.

County of Salt Lake)

The foregoing instrument was acknowledged before me this 25th day of February, 2009, by Arnold B. Combe, Vice President for Administrative Services, University of Utah.

Angie Mitchell
(Signature of Person Taking Acknowledgement)

(Seal)



Exhibit A

(Easement Property Description)

A 20.00 foot wide easement for a water main extension, which is 10.00 feet on all sides of the pipeline and is located in the East Half of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point 306.78 feet North $35^{\circ}21'39''$ West and 511.61 feet North $54^{\circ}38'21''$ East from the street monument found marking the intersection of Colorow Drive and Wakara Way (the basis of bearings is South $35^{\circ}21'39''$ East 1105.50 feet measured along the monument line of said Colorow Drive between the monuments found at the intersections of Wakara Way and Tabby Lane as shown on that certain Record of Survey Map No. 1104 prepared by Salt Lake City Corporation), said point is also 2430.32 feet West and 3406.68 feet North from the Salt Lake County Survey monument found marking the Southeast corner of said Section 3, and running thence North $46^{\circ}58'45''$ West 20.00 feet; thence North $43^{\circ}02'10''$ East 92.53 feet; thence South $46^{\circ}57'50''$ East 20.00 feet; thence South $43^{\circ}02'10''$ West 92.53 feet to the POINT OF BEGINNING.