

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right-of-Way, Fourth Floor  
4501 South 2700 West  
Box 148420  
Salt Lake City, Utah 84114-8420

12045276  
05/06/2015 11:53 AM \$0.00  
Book - 10321 Pg - 7845-7848  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: EEA, DEPUTY - MI 4 P.

Affecting Tax ID No. 16-04-126-002

## Easement

(UNIVERSITY) PIN 12126  
Salt Lake County Project No. S-0282(12)3  
Parcel No. 0282:100:E

The University of Utah, a body politic and corporate of the State of Utah, with its principal office at Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations a perpetual easement, upon parts of an entire tract of property, in the NE1/4NW1/4 of Section 4, T.1 S., R.1 E., S.L.B.& M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon a Pedestrian Signal facility, appurtenant parts thereof and power supply lines incident to a safety improvement of the existing highway State Route 282 known as Project No. S-0282(12)3 (the "Improvements"). The boundaries of said parts of an entire tract are described as follows:

Beginning at the intersection of the northerly right of way line of State Route 282 of said project and the easterly right of way line of a 14 foot alley, which point is 197.82 feet S. 89°58'54" E. along the extension of the monument line between the Salt Lake City monument at the intersection of said 100 South Street and Butler Avenue and the Salt Lake City monument at the intersection of said 100 South Street and Wolcott Avenue and 16.57 feet N. 0°01'06" E. from said Salt Lake City monument at the intersection of 100 South Street and Wolcott Avenue (Note: said point of beginning is 25.00 feet perpendicularly distant northerly from the control line of UDOT Project

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No. S-0282(12)3 at Engineer Station 98+79.26); and running thence N. 0°01'20" E. 45.00 feet along said easterly right of way line; thence S. 89°40'03" E. 10.00 feet; thence S. 0°01'20" W. 35.00 feet; thence S. 89°40'03" E. 220.00 feet; thence N. 35°12'37" E. 18.29 feet; thence N. 0°38'04" E. 12.00 feet; thence S. 89°21'56" E. 10.00 feet to the westerly right of way line of said State Route 282; thence along said westerly and northerly right of way lines of State Route 282 the following three (3) courses and distances: (1) S. 0°38'04" W. 12.09 feet; thence (2) southwesterly 39.14 feet along the arc of a 25.00-foot radius tangent curve to the right (Note: Chord to said curve bears S. 45°29'01" W. for a distance of 35.26 feet); thence (3) N. 89°40'03" W. 225.41 feet to the point of beginning. The above described part of an entire tract contains 3,069 square feet or 0.070 acre.

ALSO:

Beginning at a point in the southeasterly right of way line of State Route 282 of said project, which point is 485.00 feet S. 89°58'54" E. along the extension of the monument line between the Salt Lake City monument at the intersection of said 100 South Street and Butler Avenue and the Salt Lake City monument at the intersection of said 100 South Street and Wolcott Avenue and 22.17 feet S. 0°01'06" W. from said Salt Lake City monument at the intersection of 100 South Street and Wolcott Avenue (Note: said point of beginning is 34.34 feet radially distant southeasterly from the control line of UDOT Project No. S-0282(12)3 at Engineer Station 101+46.75); and running thence northeasterly 20.16 feet along the arc of a 60.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 42°33'37" E. for a distance of 20.07 feet) along said southeasterly right of way line; thence S. 54°40'18" E. 16.92 feet; thence South 21.93 feet; thence S. 88°36'43" W. 10.35 feet; thence N. 44°45'17" W. 24.20 feet the point of beginning. The above described part of an entire tract contains 548 square feet or 0.013 acre.

(Note: The total area of the above described parts of an entire tract contains 3,617 square feet or 0.083 acre.)

Conditions and Limitations. The easement granted herein is subject to all of the following conditions and limitations.

- a. Grantor makes no representations or warranties whatsoever with respect to the physical condition of the easement property described above (the "Easement Property"). Without limiting the generality of the foregoing, all of the rights granted herein are subject to all matters of record or enforceable at law or in

equity. Grantee acknowledges that it accesses and uses the Easement Property pursuant to this agreement at its sole risk and hazard.

- b. Grantee shall install, construct, maintain, operate and repair the Improvements without cost or expense to Grantor, in a good and workmanlike manner, and in such a manner as shall not materially interfere with the operations of Grantor.
- c. Both Grantor and Grantee are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Nothing in this agreement shall be construed to be a waiver of either such party of any defenses or limits of liability available under the Government Immunity Act. Subject to the Governmental Immunity Act and up to the limits of liability set forth in the Governmental Immunity Act, Grantor agrees to indemnify and save harmless the University from any and all loss, damage, expense, claims or demands resulting from the negligence of Grantee or its contractors or agents in connection with the Improvements or Grantee's or its contractor's or agent's use of the Easement Property in connection with any of the rights granted under this agreement.
- d. Grantee reserves the right, in its sole discretion, and at any time, to construct, repair, replace and maintain structures and facilities (including, without limitation, utilities ) on the or under the Easement Property and the other adjacent Grantee property, for any purposes and in any manner that does not create unreasonable interference with the Improvements.
- e. In the event the Improvements located on the Easement Property are no longer being used and/or Grantee abandons and/or removes such Improvements from the Easement Property, the easement granted herein shall automatically terminate.

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**IN WITNESS WHEREOF**, said The University of Utah has caused this instrument to be executed:

STATE OF UTAH ) \_\_\_\_\_ The University of Utah  
 )  
 ) ss. By Arnold B. Combe \_\_\_\_\_  
COUNTY OF SALT LAKE ) Arnold B. Combe  
 )  
Title Vice President for Administrative Services

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2015 by ARNOLD B. COMBE, Vice President for Administrative Services of the UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah.

WITNESS my hand and official stamp the date in this certificate first above written:

Ann Holbrook

Notary Public

