

WHEN RECORDED MAIL TO:

UNIVERSITY OF UTAH - Real Estate Admin
505 S WAKARA WAY, SUITE 210
SALT LAKE CITY, UT 84108

12551559
06/08/2017 08:49 AM \$0.00
Book - 10565 Pg - 6281-6289
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MIDVALE CITY
7505 S HOLDEN ST
MIDVALE UT 84047
BY: CRA, DEPUTY - WI 9 P.

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **University of Utah**, a body politic and corporate of the State of Utah, hereinafter referred to as "**Grantor**", hereby grants and conveys unto **Midvale City**, a municipal corporation, hereinafter referred to as "**Grantee**", its successors and assigns, a perpetual, non-exclusive right-of-way and easement to construct, install, maintain, operate, repair, inspect, protect, remove, and replace storm drain pipelines, valves, valve boxes and other storm drain transmission and distribution structures and facilities, hereinafter called the "**Facilities**", over and through a parcel of Grantor's land situate in Salt Lake County, State of Utah, described in Exhibit A attached hereto and incorporated herein by this reference (the "**Easement Area**"), subject to the terms and conditions set forth in this Easement agreement (the "**Agreement**").

1. Grantor makes no representations or warranties whatsoever with respect to the physical condition or suitability of the property located within the Easement Area or any of Grantor's adjacent property. Construction and maintenance of the Facilities and use of the Easement Area shall be at the sole risk of Grantee.

2. All construction, installation, maintenance, operation, repair, inspection, protection, removal, and replacement of the Facilities shall be performed: (i) in a safe and workmanlike manner in accordance with all applicable laws; (ii) at no cost to Grantor, and (iii) in such manner as shall not unduly interfere with the operations of Grantor or the owners or occupants of adjacent properties. In addition, the initial construction of the Facilities shall be performed in accordance with the plans depicted in Exhibit A (the "**Plans**"). The foregoing requirements shall not be deemed to transfer to Grantor any responsibility or liability for the Plans or for the installation or maintenance or use of the Facilities or use of the Easement Area. During construction periods, Grantee and its contractors may use such portion of Grantor's property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the Facilities, subject to the other terms and conditions set forth in this Agreement.

3. Any damage or alteration to the property located within the Easement Area or to any of Grantor's adjacent property or to any other property resulting from the construction, installation, maintenance, operation, repair, inspection, protection, removal, or replacement of the Facilities—including, without limitation, alteration or damage to landscaping, pavement, sidewalk, curb and gutter—shall be repaired immediately by Grantee, at its sole cost and expense, to a substantially similar pre-disturbance condition.

4. Grantor and Grantee (collectively, the “**Parties**”) are governmental entities under the Governmental Immunity Act of Utah, Sections 63G-7-101 to -904 (2011), as amended (the “**Governmental Immunity Act**”). Neither Party waives any defenses or limits of liability available under the Governmental Immunity Act and other applicable law. Subject to the provisions of Governmental Immunity Act and the limitations on liability set forth therein, Grantee agrees to indemnify, hold harmless and defend each Grantor, its respective trustees, directors, agents, and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, including, without limitation, claims for personal injury and property damage, and any other liabilities, including reasonable attorney’s fees (collectively, “**Claims**”), to the extent arising out of or caused by: (i) the construction, installation, maintenance, operation, repair, inspection, protection, removal, or replacement of the Facilities; (ii) use of the Easement Area, except to the extent such Claims arise from Grantor’s sole negligence; and (iii) Grantee’s negligence or willful misconduct.

5. In the event Grantee should no longer use and/or abandons and/or removes the Facilities described herein, then this Agreement shall automatically terminate and the right-of-way and easement herein described will automatically revert back to the Grantor. In the event of any such termination of this Agreement and automatic reversion of the right-of-way and easement, neither Party under this shall have any liability to the other Party after the date of such termination, including any obligations with respect to the Facilities, except such liability as arose or accrued prior to the effective date of such termination.

6. Grantor reserves the right to use, and to permit others to use, the Easement Area as Grantor deems appropriate, including, without limitation, the right to construct, operate, and maintain improvements across, over and/or under the Easement Area, so long as such use and improvements do not otherwise create an unreasonable interference with the use of the Easement Area by Grantee pursuant to this Agreement.

7. Grantor reserves the right to substitute a new right-of-way and easement location on Grantor’s property, if, in the opinion of Grantor, such relocation is necessary; however, should the Grantor so elect to make such a substitution, the cost of relocating Grantee’s the Facilities shall be paid in full by such Grantor and a new and suitable easement shall be provided to Grantee from such Grantor at no cost to the Grantee.

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

9. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor. This Agreement and the right-of-way and easement granted herein are personal to Midvale City, are not assignable by Grantee, and shall not inure to the benefit of any successor or assign of Grantee.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and shall be recorded in the official records of Salt Lake County, Utah,

Recorder.

11. The failure of any Party to this Agreement to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default of this Agreement by the same or any other party. This Agreement may not be modified except with the consent of all parties with a legal interest in the Easement Area and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official records of Salt the Lake County, Utah, Recorder.

12. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the parties. No Party to this Agreement shall have any liability whatsoever for (i) any act or omission of any other Party, its employees, officers, or agents or (ii) any performance or breach of this Agreement by any other Party, its employees, officers, or agents. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party hereunder.

13. This Agreement contains the entire agreement between the Parties with respect to the right-of-way and easement granted herein and supersedes all prior agreements, oral or written, with respect to the subject matter hereof and shall be construed as a whole and not strictly for or against any party. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. The recitals above and the exhibits attached hereto are incorporated into this Agreement by this reference.

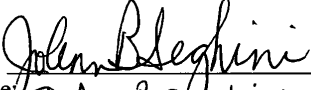
[Remainder of page left intentionally blank]

7th IN WITNESS WHEREOF, the Parties have executed this right-of-way and easement this
day of June, 2017.

The University of Utah

By: 
Name: Patricia A. Ross
Its: Chief Strategy Officer

Midvale City

By: 
Name: John B. Seghini
Its: Mayor

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of June, 2017, by
Patricia A. Ross, Chief Strategy Officer of the UNIVERSITY OF UTAH, a body corporate and
politic of the State of Utah.


Notary Public



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by
John B. Seghini of MIDVALE CITY, a municipal corporation.

Rori L. Anderson
Notary Public



GRANTOR: University of Utah
PARCEL I.D. #: 22-30-302-010

EXHIBIT A

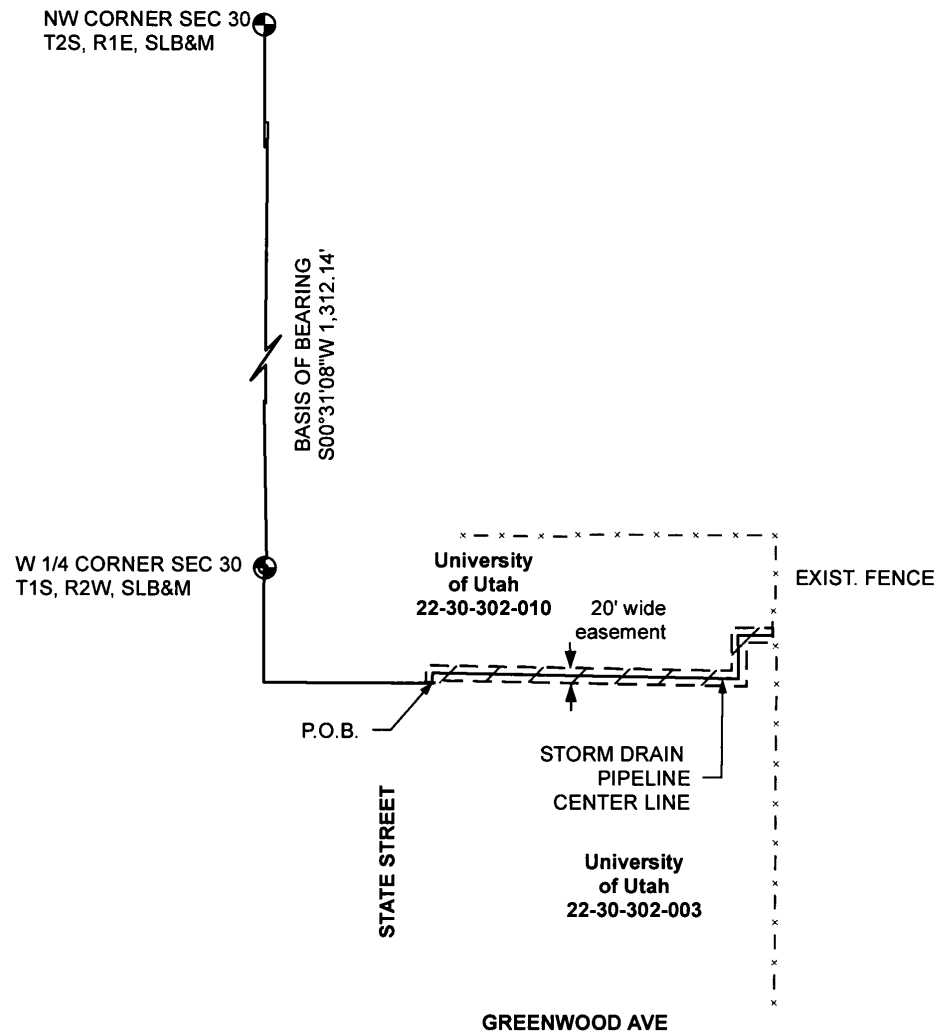
An easement for a storm drain pipeline being part of an entire tract situated in Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey. Said easement is described as follows:

Beginning at a point on the Grantor's property, said point being South 151.92 feet and East 226.16 feet from the West $\frac{1}{4}$ Corner of Section 30;

Including a strip of land 20.00 feet wide lying 10.00 feet either side of and parallel to the following described reference line (side lines extend to or terminate at the Grantor's property line):

North 02°35'26" East 12.58 feet; thence South 00°59'13" East 409.62 feet; thence North 57.98'; thence 45.44 feet to the Grantor's east property line.


Contains 10,513 square feet (0.24 acres), more or less.

EXHIBIT A

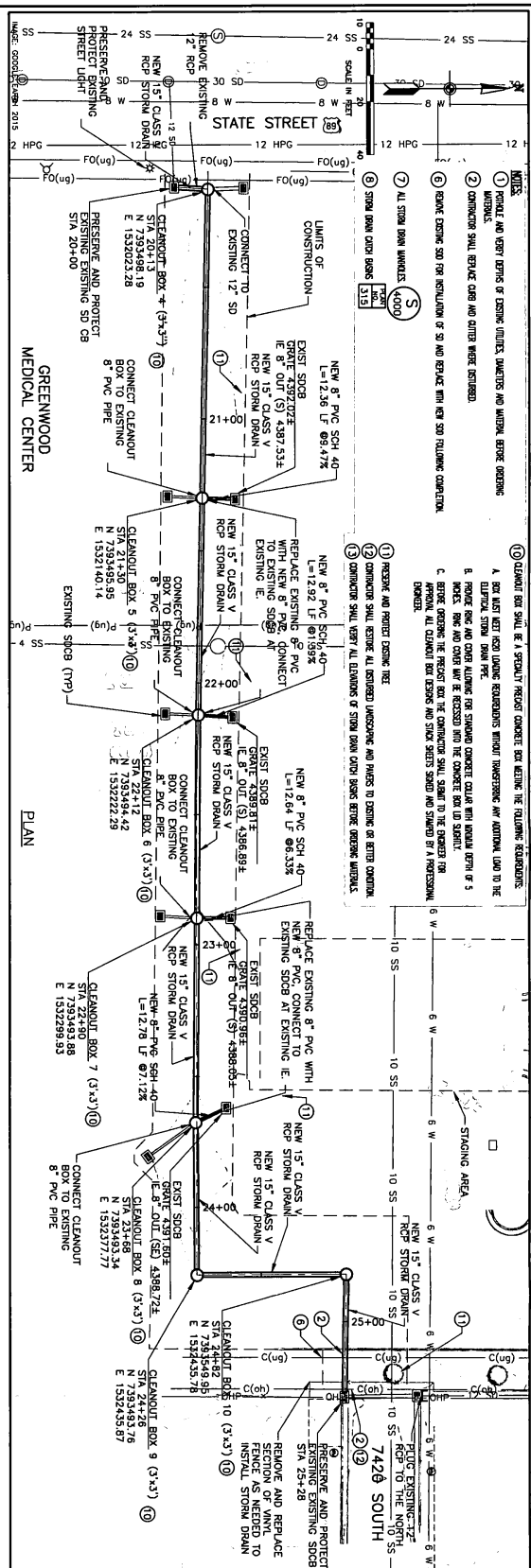
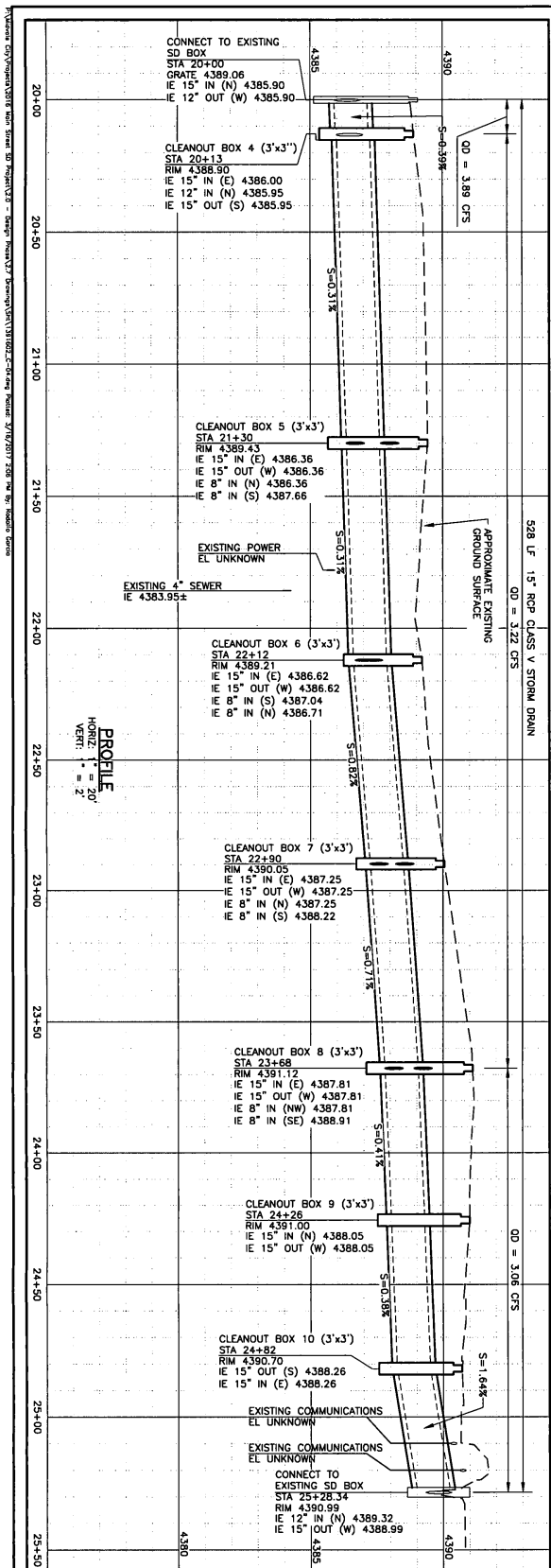
GRANTOR: University of Utah
 PARCEL I.D.#: 22-30-302-010
 CONTAINS: 0.24 ACRES

MIDVALE CITY
STORM DRAIN PIPELINE EASEMENT
 LOCATED IN
 SEC. 30, T. 2 S., R. 1 E.
 SALT LAKE BASE & MERIDIAN, U.S. SURVEY

 **Bowen Collins**
 & Associates, Inc.
 CONSULTING ENGINEERS


 SCALE: 1" = 200'

| | | |
|-----------------|---------------------------|--------------|
| DRAWN: BR | CHECKED: SM | APPROVED: BR |
| DATE: 2/10/2017 | PROJECT NUMBER: 139-16-02 | |

[illegible]

