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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, MAIL TO:

Paperbox Developers, LLC
Attn: Steven W. Farnsworth
180 N. University Ave., Ste. 200
Provo, UT 84601

Affects Parcel Nos. 15-01-132-133-0000
and 15-01-129-041-0000

FATCO NCS - 785818-ai

SANITARY SEWER MANHOLE CONSTRUCTION EASEMENT

THIS SANITARY SEWER MANHOLE CONSTRUCTION EASEMENT (the "**Agreement**") is made and entered into this 11 day of May, 2019, by and between WESTGATE LOFTS CONDOMINIUM ASSOCIATION, a Utah non-profit corporation ("**Grantor**"), and PAPERBOX DEVELOPERS, LLC, a Utah limited liability company ("**Grantee**").

RECITALS

A. Grantor is the owner of the real property known by the street address 342 West 200 South, Salt Lake City, Utah and Salt Lake County Assessor's Parcel No. 15-01-132-133-0000 (the "**Grantor's Property**").

B. Grantee is the record owner of the real property known by the street address 340 West 200 South, Salt Lake City, Utah and Salt Lake County Assessor's Parcel No. 15-01-129-041-0000 (the "**Grantee's Property**").

C. Grantee desires to install, at the request of Salt Lake City (the "**City**"), a manhole for a sanitary sewer line (the "**Sewer Manhole**") on a portion of the Grantor's Property, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Easement Property**").

D. The City has an easement on the Easement Property. After Grantee installs the Sewer Manhole, the City will maintain and repair such Sewer Manhole.

E. Grantor is willing to grant to Grantee a construction easement for the Sewer Manhole on the Easement Property on the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant and Use of Easement. Grantor hereby grants, conveys and warrants to Grantee, for the use and benefit of Grantee, its employees, agents, representatives, subcontractors and laborers (collectively, the "**Benefited Parties**"), a temporary, nonexclusive easement over, across and under the Easement Property for the construction and installation of the Sewer Manhole. Grantee and the

other Benefited Parties shall have a right of ingress and egress to and from the Easement Property across portions of Grantor's Property which are reasonably required to gain access to the Easement Property or complete construction of the Sewer Manhole.

2. Construction.

a. Costs and Expenses; Required Approval. Grantee shall be responsible, at its sole cost and expense, for the construction of the Sewer Manhole in accordance with all local and state laws, rules and regulations applicable thereto, and in accordance with the plans and specifications approved by the City. Prior to commencing construction of the Sewer Manhole, Grantee shall obtain approval from the City, if required. Grantee shall indemnify, defend and hold Grantor harmless from any losses, claims or liabilities arising from Grantee's design and construction of the Sewer Manhole or use of the Easement Property.

b. Grantor Notice; Grantee's Construction Activities. Grantee shall provide Grantor written notice not less than five (5) days prior to commencing construction of the Sewer Manhole. Grantor shall erect appropriate barriers and take such other action as may be reasonably required to limit access to the Easement Property to Grantee and its Benefited Parties during construction. Grantee shall use commercially reasonable efforts to complete construction of the Sewer Manhole without interruption or delay after commencement of construction.

c. Restoration. In the event that any Benefited Party disturbs the Easement Property in connection with the construction of the Sewer Manhole, Grantee shall restore the Easement Property to substantially the same condition as existed immediately prior to such activities causing a disturbance.

d. Insurance. Grantee and each Benefited Party shall maintain liability insurance naming Grantor or its designees as additional insureds, which insurance shall cover Grantee's indemnification obligations hereunder.

3. No Liens. Grantee shall promptly pay all suppliers or contractors providing materials or labor for the construction of the Sewer Manhole. Grantee shall indemnify, defend and hold Grantor harmless from any lawsuits, liens, or other matters relating thereto. In addition, Grantor shall be authorized to use whatever means in its discretion it may deem appropriate to cause such liens or suits to be removed or dismissed and the cost thereof, together with actual attorneys' fees and costs, shall be immediately due and payable to Grantor by Grantee.

4. Grantee's Indemnification. Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including attorney's fees actually incurred and cost of suit) (collectively, "Losses") arising from or as a result of the negligent acts or omissions or willful misconduct of Grantee or any Benefited Party in exercise of the rights granted by this Agreement or the negligence or willful misconduct by Grantee or any Benefited Party in the use of such rights, except to the extent such Losses result from the negligence or willful act or omission of Grantor, its employees, agents or invitees. The provisions of this Section shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

5. Duration. This Construction Easement shall expire the earlier of (a) upon the completion of construction of the Sewer Manhole and acceptance by the City or (b) the third anniversary of the date of this Agreement.

6. No Partnership. The parties hereto do not, by this Agreement, become partners or joint venturers of each other in the conduct of their respective businesses, or otherwise.

7. Compliance. Failure of a party hereto to insist upon strict performance of any provision hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

8. Successors. All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

10. Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the undersigned have executed this Sanitary Sewer Manhole Construction Easement as of the date first-above written.

GRANTOR:

Westgate Lofts Condominium Association,
a Utah non-profit corporation

By: [Signature]
Print Name: JASON LEISER
Title: PRESIDENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE :SS)

20th The foregoing Sanitary Sewer Manhole Construction Easement was acknowledged before me this day of [May], 2019, by JASON LEISER, the President of the Westgate Lofts Condominium Association, a Utah non-profit corporation.

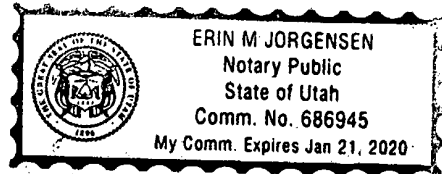
My Commission Expires:
11/21/2020

[Signature]
Notary Public

GRANTEE:

Paperbox Developers, LLC,
a Utah limited liability company

By: [Signature]
Print Name: Rob Peter
Title: Manager



STATE OF UTAH)
)
COUNTY OF Utah :SS)

21st The foregoing Sanitary Sewer Manhole Construction Easement was acknowledged before me this day of [May], 2019, by Rob Peter, the Manager of Paperbox Developers, LLC, a Utah limited liability company.

My Commission Expires:
Jan 23, 2021

[Signature]
Notary Public

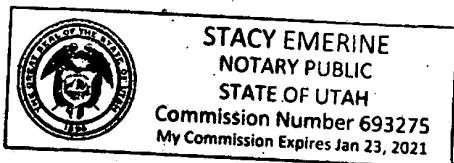


EXHIBIT A

Legal Description of Easement Property

A part of Lot 2, Block 66, Plat A, Salt Lake City Survey:

Beginning at a point located 353.54 feet North 89°59'19" East along said North Line of 200 South Street; and 182.62 feet North 0°00'41" West from the Southwest Corner of said Block 66; and running thence North 20.00 feet; thence East 20.00 feet; thence South 20.00 feet; thence West 20.00 feet to the point of beginning.

Contains 400 sq. ft.