

WHEN RECORDED MAIL TO:

Salt Lake City Corporation  
City Recorder's Office  
451 South State Street, Rm. 415  
PO Box 145515  
Salt Lake City, Utah 84114-5515

13009423  
6/14/2019 12:19:00 PM \$40.00  
Book - 10791 Pg - 9525-9531  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 7 P.

Parcel No. \_\_\_\_\_

**RECEIVED**

**JUN 12 2019**

**RECORDED**

**JUN 12 2019**

**UNDERGROUND UTILITY EASEMENT CITY RECORDER**

**CITY RECORDER**

I have received, SALT LAKE CITY CORPORATION ("Grantor" or "City"), hereby grants DOWNTOWN SLC B LLC, a New York limited liability company ("Grantee"), an easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, and all necessary or desirable accessories and appurtenances and related ingress and egress thereto (the "Facilities"), under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibits A and B attached (the "Easement Area"), subject to the following:

1. Construction and Use Requirements. The Facilities shall be constructed and used in conformance with the following requirements:

(a) The construction and installation of the Facilities shall only be authorized within the Easement Area and according to the applicable plans and profiles approved the City, as preliminarily described and depicted in Exhibit B.

(b) Grantee shall fully repair and rebuild the Easement Area and restore the Easement Area to the same condition that existed prior to any such construction activity and installation of the Facilities after installation, repair, maintenance, or any disturbance of the Easement Area related to the Facilities.

(c) The Facilities shall be constructed by Grantee at its sole cost and expense, and thereafter be owned by Grantee, and shall be operated, maintained, inspected, protected, repaired, removed and replaced by Grantee at Grantee's sole cost and expense, and without any cost, expense or obligation on the part of the City. Grantee may request that the City perform maintenance, repairs, or replacement of the Facilities. The City may elect to perform such maintenance and bill any reasonably related maintenance or repair costs to Grantee. If Grantee fails to maintain the Facilities, the City may take any required action and bill Grantee for any reasonably related maintenance or repair costs. Any costs billed the City to Grantee shall be paid within 30 days.

(d) Grantee shall diligently construct the Facilities with due care, and in accordance with sound design, engineering and construction practices customary for such

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
P.O. BOX 145515  
SALT LAKE CITY, UTAH 84114-5515

improvements, and shall at all times thereafter own, operate, maintain, inspect, protect, repair, remove and replace the Facilities in such a manner as will not interrupt, interfere with or otherwise impair, in any way, the City's constant, continuous and uninterrupted use of the City's adjacent property. All engineering drawings and any modifications thereafter must be approved by the City prior to any installation or modification of the Facilities at any time.

(e) Grantee agrees that all work performed or to be performed in the Easement Area in connection with any construction, service or activity performed by Grantee shall be substantially free of any hazards or other damage caused by or otherwise attributable to any such construction, service or other activity by Grantee. All work which does not reasonably conform to these standards may be considered by the City to be defective.

(f) If, at any time following completion of any construction, service or other activity associated with the Facilities, any of the work performed in the Easement Area is found by the City to be defective, Grantee shall, at its sole cost and expense, correct all such defective work promptly after receipt of written notice from the City to do so. If Grantee fails to correct such defective work within the reasonable timeframe prescribed by the City in said notice, the City may perform the work and Grantee shall reimburse the City, as billed, for all costs and expenses incurred by the City in performing such corrective work.

(g) Grantee shall give the City not less than 5 business days' prior written notice of any subsequent construction or service activities to be performed by Grantee and its Permittees on the Facilities within the Easement Area and will endeavor to perform any subsequent construction or service activities after regular business hours; provided, however that in the event of an emergency, Grantee will give the City as much prior notice as is reasonably possible under the circumstances.

(h) No trash, waste, or other offensive material will be placed or left within the Easement Area by Grantee without the City's prior written consent.

(i) Upon completion of the initial construction, Grantee shall provide the City a complete set of "as built" drawings of the Facilities.

(j) Grantee shall not do any work within the Easement Area that will result in any changes in the general topography of the land situated within the Easement Area, including, but not limited to, changes resulting from excavation, dredging, movement or removal of soil, without the City's prior written consent.

(k) Except for the Facilities, no other man-made structure shall be authorized to be placed in or on the Easement Area without the City's prior written consent.

(l) No supervision or advisory control, if any, exercised by the City on its behalf hereunder, shall relieve Grantee of any duty or responsibility which it has to the City and the general public with regard to the initial construction of the Facilities by Grantee, nor relieve it of any duty or responsibility which it has to the City and the general public with regard to its

subsequent ownership, operation, maintenance, inspection, protection, repair, removal and replacement of the Facilities.

(m) Grantee's use of the Easement Area shall not, in Grantor's determination, unreasonably interfere with Grantor's use of the Easement Area.

2. Reservation of Rights. Nothing herein shall be constructed to change, qualify, restrict or limit, in any way, the City's title to or interest in its property or the City's right to access, own, operate, maintain, repair and replace anything within the Easement Area, for any and all purposes as the City, in its sole discretion, sees fit. The rights created herein are not exclusive. Grantee's use of the Encroached Area is subject to any and all rights-of-way located in, over, or under the Encroached Area.

3. Indemnification. Grantee shall release, indemnify, defend, and hold harmless the City from and against any and all judgments, claims, expenses, causes of action, damages, and liabilities (including reasonable attorney fees and actual costs) (the "Claims and Actions"), directly or indirectly arising out of the acts, negligence, willful misconduct, errors, or omissions of Grantee (or any other party acting by, through, or under Grantee, including a tenant) in connection with the Easement Area, including any Claims or Actions relating to Grantee's (or any such other party's) design, construction, use, operation, maintenance, or repair of the Easement Area.

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

5. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

6. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Grantee represents it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

**[SIGNATURE PAGE FOLLOWS]**

**GRANTOR:**

SALT LAKE CITY CORPORATION, a Utah municipal corporation

*Jacqueline Biskupski*  
Jacqueline Biskupski, Mayor

APPROVED AS TO FORM:  
Salt Lake City Attorney's Office

*Kimberly Kohntravs*  
Senior City Attorney *Kimberly Kohntravs*  
Date 6-11-2019

ATTEST:  
Salt Lake City Recorder's Office  
*Christa Wainwright*  
City Recorder

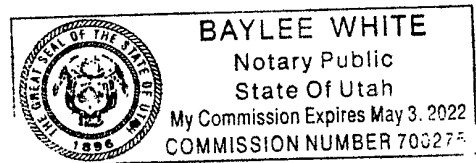
**RECORDED**  
**JUN 12 2019**  
**CITY RECORDER**




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

The foregoing instrument was acknowledged before me this 11 day of June, 2019, by Jacqueline Biskupski Mayor of Salt Lake City a government entity who duly acknowledges to me that said instrument was executed by authority.

*Baylee White*  
Notary Public



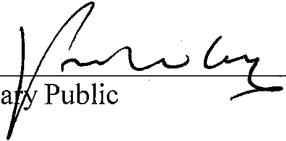
DOWNTOWN SLC B LLC, a New York  
limited liability company

By:  \_\_\_\_\_

Its: Authorized Signatory

STATE OF LOUISIANA            )  
  :SS  
PARISH OF ORLEANS            )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2019, by Matthew Schwartz, Authorized Signatory of Downtown SLC B, LLC a New York Limited Liability Company who duly acknowledges to me that said instrument was executed by authority.

  
\_\_\_\_\_  
Notary Public

Vanessa W. Graf  
Attorney/Notary Public  
State of Louisiana  
LSBA No. 36860

**EXHIBIT A**

**(Legal Description of Easement Area)**

A PORTION OF LOT 2 OF BLOCK 35, OF THE OFFICIAL SALT LAKE CITY SURVEY "PLAT B", AND ALSO SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 3B OF SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED RECORDED AS ENTRY NO. 12944879 IN BOOK 2019P AT PAGE 80 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; SAID POINT IS 329.82 FEET N.00°02'38"W. ALONG THE MONUMENT LINE OF 300 EAST STREET AND 461.04 FEET N.89°45'54"E. FROM THE SALT LAKE CITY MONUMENT LOCATED THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET, SAID POINT IS ALSO 27.84 FEET N 89°45'54"E. ALONG SAID SOUTHERLY LOT LINE FROM THE SOUTHWEST CORNER OF SAID LOT 3B (NOTE: BASIS OF BEARING IS N.00°02'38"W. ALONG THE MONUMENT LINE BETWEEN MONUMENTS AT THE INTERSECTIONS OF 400 SOUTH 300 EAST AND 500 SOUTH 300 EAST); AND RUNNING THENCE ALONG SAID SOUTHERLY LOT LINE N.89°45'54"E. 103.07 FEET; THENCE S.00°13'55"E. 39.58 FEET; THENCE S.89°45'54"W. 8.00 FEET; THENCE N.00°13'55"W. 13.30 FEET TO THE BEGINNING OF A NON-TANGENT 6.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 8.41 FEET THROUGH A CENTRAL ANGLE OF 80°19'30" (NOTE: CHORD FOR SAID CURVE BEARS N.41°04'53"W. FOR A DISTANCE OF 7.74 FEET); THENCE N.00°13'55"W. 10.42 FEET; THENCE S.89°45'54"W. 90.01 FEET; THENCE N.00°13'55"W. 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,343 SQUARE FEET OR 0.031 ACRE IN AREA, MORE OR LESS.

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
P.O. BOX 145515  
SALT LAKE CITY, UTAH 84114-5515

**EXHIBIT B**

**(Depiction of Facilities)**

