

Salt Lake City Corporation
Community & Neighborhoods
451 South State Street, Room 425
P.O. Box 145460
Salt Lake City, Utah 84114-5460

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07/10/2019 08:04 AM \$0.00
Book - 10801 Pg - 4931-4939
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PROPERTY MANAGEMENT
PO BOX 145460
SLC UT 84114
BY: PSA, DEPUTY - MI 9 P.

Project Name: Exchange Building B
WO#: 6648744
RW#:
Parcel #s: 16-06-404-016; 16-06-405-020

RECORDED

JUL 08 2019

CITY RECORDER

UTILITY EASEMENT

For value received, SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("City Grantor") and DOWNTOWN SLC B LLC a New York limited liability company ("Downtown Grantor") (City Grantor and Downtown Grantor may be individually or collectively referred to herein as "Grantor"), hereby grants ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way for the construction, operation, maintenance, repair, replacement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults 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 shown on Exhibit A ("City Grantor's Property"), Exhibit B, ("Downtown Grantor's Property"), and Exhibit C, ("Depiction of the Underground Easement") attached hereto and by this reference made a part hereof (the "Underground Easement").

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this Easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards that might endanger Grantee's facilities or interfere Grantee's activities. Subject to the following terms and conditions:

1. Non-Exclusive Easement. The rights granted herein are non-exclusive and the Easement is subject to being used for utility or other purposes by such person the Grantor may designate at any time. Grantee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the Easement without written approval from the owner of the disturbed utility.

2. Restoration Obligation. Grantee will, at its sole expense, restore the surface of any land disturbed by Grantee within the Easement as nearly as possible to its original condition. If damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable period of time, to be determined by Grantor, after receipt of

written notice, Grantor may restore or have the surface and/or damage repaired at Grantee's entire expense.

3. Indemnity. No supervision or advisory control, if any, exercised by Grantor or in its behalf, shall relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of Grantee's use of the Easement nor the Grantee's liability for damage to Grantor's property, including the Easement, and Grantee agrees to indemnify and hold harmless Grantor, its agents and employees from any and all claims, loss, or expense, including attorney fees, that may arise out of Grantee's use of the Easement, except to the extent caused by Grantor's gross negligence.

4. Removal; Relocation. Grantor shall have the right at such times and in such a manner as it deems necessary to carry out other City purposes over, across, under, and through the Easement and when Grantee's use interferes with any of Grantor's purpose, upon receipt of written notice from the impacted Grantor, Grantee will, if requested, remove, relocate, or adjust Grantee's improvements or facilities in the Easement within a reasonable time after such notice and at Grantee's entire expense.

5. Termination. In the event Grantee fails to perform or comply with any term or condition hereof, Grantor may provide notice to Grantee of the failure to perform or breach. If the breach is not corrected by Grantee within 60 days, this Easement shall immediately terminate and cease and Grantee shall have a reasonable time, to be determined by Grantor, in which to remove its equipment, improvements, and facilities from the Easement. In the event Grantee ceases to use any of the Easement for the purpose herein described for a period of more than six calendar months, then this Easement shall cease and terminate.

6. Assignment. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns; provided, however, Grantee shall not assign any of its rights hereunder, except to an affiliate, without the prior written consent of the Grantor, which consent will not be unreasonably withheld.

7. Improvements. All improvements on the Easement shall be installed and maintained Grantee's sole cost and expense, unless otherwise agreed to in writing by Grantor.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by: (a) established express delivery service which maintains delivery records; (b) hand delivery; or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as a Party may designate by written notice in the above manner:

If to Grantee: Rocky Mountain Power
Right of Way Manager
1407 West North Temple
Salt Lake City, Utah 84116

Page 2 of 9

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

If to the City: Salt Lake City Corporation
Property Manager
PO Box 145460
Salt Lake City UT 84114-5460

With a copy to: Salt Lake City Attorney
City & County Building, Suite 505A
PO Box 145478
Salt Lake City, UT 84114-5478

9. Severability. Any provision of this Agreement determined to be in violation of any law shall be void, but shall not affect the validity and enforceability and all other provisions hereof.

10. Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Utah.

11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Grantee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, 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's 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 City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

[SIGNATURE PAGE FOLLOWS]

Dated this 27th day of June 2019.

CITY GRANTOR:

SALT LAKE CITY CORPORATION

Patrick W. Leary
MAYOR *Acting Mayor*

ATTESTED AND COUNTERSIGNED:

Assistant [Signature]
CITY RECORDER

RECORDED
JUL 08 2019
CITY RECORDER



APPROVED AS TO FORM:

[Signature]
Senior City Attorney
Dated: 6/26/19

Acknowledgment:

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 27th day of June 2019, before me, the undersigned Notary Public in and for said State, personally appeared ~~Jacqueline M. Biskupski~~ ^{PATRICK W. LEARY}, known or identified to me to be the ^{ACTING} Mayor of Salt Lake City Corporation, a Utah municipal corporation, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Janyce Lewark Fowles
(notary signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Salt Lake City, Utah (city, state)


My Commission Expires: _____



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

DOWNTOWN GRANTOR:


DOWNTOWN SLC B LLC, a New York limited liability company

By: 
Chris Papamichael


Its: _____
Authorized Signatory

STATE OF LOUISIANA)
: ss.
PARISH OF ORLEANS)

On the 3rd day of July 2019, personally appeared before me Chris Papamichael,
, who being by me duly sworn did say (he) is the Authorized Signatory of Downtown SLC B LLC
, a NY limited liability co., and that the within and foregoing instrument was signed
on behalf of said entity.


NOTARY PUBLIC
Residing at:

My Commission Expires:

 **DEBORAH DAIGLE DAVIS**
NOTARY PUBLIC
State of Louisiana, Bar Roll # 26009
My Commission is for life.

Page 6 of 9

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

EXHIBIT A
(City Grantor's Property)

SALT LAKE CITY CORPORATION
RMP EASEMENT LEGAL DESCRIPTION

A PORTION OF LOT 1A 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 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 THE SOUTHWEST CORNER OF SAID LOT 3B; SAID POINT IS 329.82 FEET N.00°02'38"W. ALONG THE MONUMENT LINE OF 300 EAST STREET AND 433.20 FEET N.89°45'54"E. FROM THE SALT LAKE CITY MONUMENT LOCATED THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET (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. 130.91 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3B; THENCE ALONG SAID EASTERLY LOT LINE AND ITS EXTENSION S.00°13'55"E. 35.00 FEET; THENCE S.89°45'54"W. 15.00 FEET; THENCE N.00°13'55"W. 10.00 FEET; THENCE S.89°45'54"W. 108.86 FEET TO THE BEGINNING OF A NON-TANGENT 54.80 RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 26.22 FEET THROUGH A CENTRAL ANGLE OF 27°25'10" (NOTE: CHORD OF SAID CURVE BEARS N.15°58'52"W. FOR A DISTANCE OF 25.97 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3,308 SQUARE FEET OR 0.076 ACRE IN AREA, MORE OR LESS.

EXHIBIT B
(Downtown SLC B Grantor's Property)

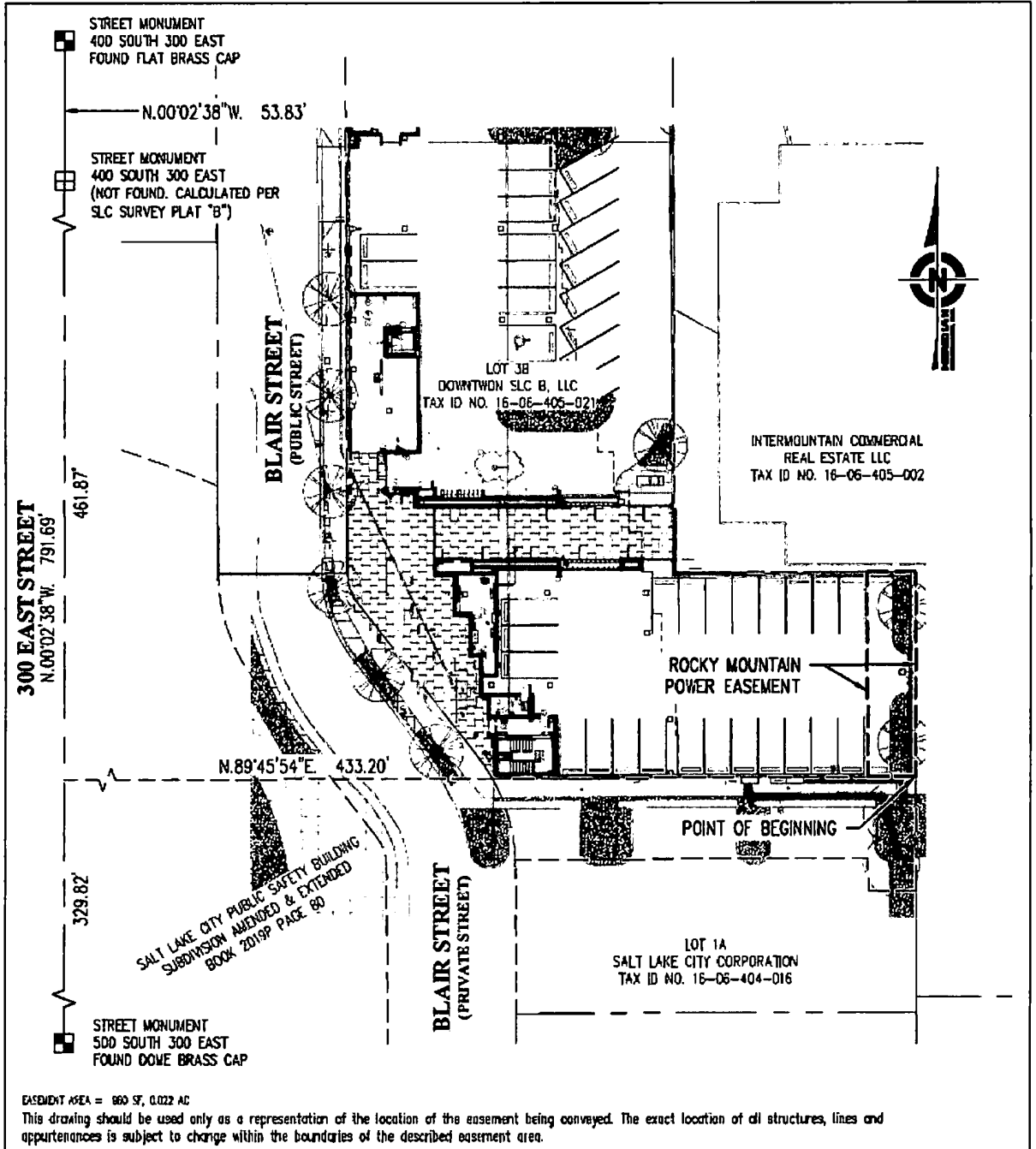
DOWNTOWN SLC B, LLC
RMP EASEMENT LEGAL DESCRIPTION

A PORTION 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 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 THE SOUTHEAST CORNER OF SAID LOT 3B; SAID POINT IS 329.82 FEET N.00°02'38"W. ALONG THE MONUMENT LINE OF 300 EAST STREET AND 564.11 FEET N.89°45'54"E. FROM THE SALT LAKE CITY MONUMENT LOCATED THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET (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 S.89°45'54"W. 15.00 FEET; N.00°13'55"W. 64.03 FEET TO A NORTHERLY LINE OF SAID LOT 3B; THENCE ALONG SAID NORTHERLY LOT LINE N.89°45'54"E. 15.00 FEET TO A NORTHEAST CORNER OF SAID LOT 3B; THENCE ALONG SAID EASTERLY LOT LINE S.00°13'55"E. 64.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 960 SQUARE FEET OR 0.022 ACRE IN AREA, MORE OR LESS.

EXHIBIT C
(Depiction of the Underground Easement)



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