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Recorded OCT 17 1953 at 9:30 a.m.
Request of Utah State Road Comm.
Fee Paid. Hazel Taggart Chase
Recorder, Salt Lake County, Utah
\$ 0.00 By M. C. [Signature] Deputy
Book 104 Page 337 Ref.

E A C H E N E U164-102A

THIS AGREEMENT made this 29th day of May, 1952, by and between the University of Utah, a body politic and corporate, created and existing under Section 4, Article 1 of the constitution of the State of Utah, hereinafter called the Grantor, and the State of Utah, acting by and through the State Road Commission hereinafter called the Grantee,

WITNESSETH

THAT WHEREAS by virtue of a certain Quitclaim Deed from the United States of America acting by and through the War Assets Administration to the Grantor, executed October 26, 1943, and recorded on Page 211 of the Book of Deeds, No. 644, in the County Recorder's office of Salt Lake County, at Salt Lake City, Utah, the Grantor is the owner of a certain tract of land lying in Section 4, Township 1 south, range 1 east, Salt Lake Base and Meridian, and

WHEREAS, the Grantee is desirous of obtaining an easement over a portion of said tract covered by said quitclaim deed for the purpose of constructing a Class A State Road thereon

NOW KNOWINGLY, in consideration of the sum of one hundred and seventy-six Dollars (\$176.00), receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and agreements herein made, the Grantor hereby grants unto the Grantee a perpetual easement and right-of-way for the purpose of constructing a Class A State Road on and over the following described tract:

Beginning 205.03 ft. east from Government Monument No. 5 on the former westerly boundary of Fort Douglas Military Reservation, as shown on the map of the Department of Army, Corps of Engineers, entitled: "Fort Douglas, Utah, Boundary Map of Westerly Portion Declared Surplus" dated 11 June 1943, said

monument being 3962.31 ft. south and 7453.795 ft. east, more or less, from the N. corner of said Section 4; thence west 6.03 ft.; thence N. $5^{\circ} 01' 00''$, 47.12 ft.; thence northeasterly 474.26 ft. along the arc of an 1121.33 foot radius curve to the left, the tangent to said curve at its point of beginning bearing S. $72^{\circ} 57' 50''$ E.; thence S. $50^{\circ} 43' 00''$ E., 97.0 ft.; thence S. $24^{\circ} 17' 00''$ E., 35.36 ft. to the southeasterly boundary line of said grantors land; thence southwesterly 523 ft., more or less, along said southeasterly boundary line to the point of beginning. The above described tract of land contains 0.440 acres, more or less.

This easement is granted subject to the following agreements, terms and conditions:

- (1) Before disturbing or removing any survey monument, pole line, cable, pipe line, or structure of any kind on, over, or under said tract, said Grantee shall obtain written permission from the vested owner or owners thereof and shall hold the Grantor harmless from any claim whatsoever arising from any act of the Grantor, its agent or employee.
- (2) Before disturbing or removing any such above monument, line, cable, or structure belonging to the Grantor, the Grantee shall first arrange with Grantor for suitable replacement, substitution or compensation as the case may be and obtain written permission from the Grantor.
- (3) In constructing a new curb to the highway on said right-of-way herein granted, Grantee shall at its own expense provide for such opening or openings for driveways to the abutting property of Grantor as the latter shall request in writing at the time of execution of this easement.
- (4) All grading, paving, and accessory construction thereto for highway purposes placed on said right-of-way by the Grantee shall be and remain

the property of said Grantee and may be removed therefrom by the Grantee at any time.

- (5) The construction, operation, maintenance and removal of all installations required for said highway shall be accomplished by the Grantee at its sole cost and expense and in such a manner as will at all times permit to the Grantor the free access to and use of such right-of-way and the adjoining premises.
- (6) In the event of any future alterations in the use of the property of the Grantor, or in the line or grade of the right-of-way hereby granted, necessitating changes in installations of the Grantee, the Grantee will at its own expense make such necessary changes.
- (7) The Grantee shall save the Grantor harmless and indemnify it against any loss or damages of any kind, including costs and attorney's fees, incident to or resulting in any way from any injury to person or damage to property growing out of the construction, operation and maintenance of said highway.
- (8) In the event the Grantee should abandon the use of the premises herein above described for the purpose herein granted, the Grantor may cancel this easement by giving 30 days written notice to the Grantee and within 30 days after service of such notice, this agreement and rights and privileges hereby granted as well as the obligations hereby imposed upon the parties shall absolutely cease and determine.
- (9) The rights hereby granted are non-assignable.

(3) This easement is subject to all prior easements or grants thereon and to all structures on, over, or under said tract now existing and to all conditions set forth in the above described deed from the Government, and reserves to the Grantor, its successors or assigns the right to construct, operate, maintain or remove and the right to license others to construct, operate, maintain or remove on, over, or under said tract, power lines, telephone cables, gas, water and sewer lines or such other underground structures as may be needed by the Grantor or its licensees to serve their future respective needs, it being understood, however, that no structure shall be built or licensed which is unreasonably inconsistent with the license herein granted.

IN WITNESS WHEREOF, the UNIVERSITY OF UTAH, through and by its BOARD OF REGENTS has caused these presents to be signed and sealed this 29th day of May, A. D. 1952, by the CHAIRMAN of the BOARD OF REGENTS, duly authorized by a resolution of the Board of Regents under date of May 12, 1952.

UNIVERSITY OF UTAH
 By W. J. O'Connor
 Chairman

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

On this 29th day of May, A. D. 1952, personally appeared before me W. J. O'Connor, who being by me duly sworn did say that he is the CHAIRMAN of the BOARD OF REGENTS of the UNIVERSITY OF UTAH and that the within and foregoing instrument was executed

In behalf of the UNIVERSITY OF MISSISSIPPI by authority of a resolution of the
BOARD OF TRUSTEES and he further acknowledges to us that the UNIVERSITY OF
MISSISSIPPI executed the same.

Royden E. Wright
Secretary, UHHS

My Commission expires JAN 10 1959



STATE OF MISSISSIPPI

Spencer H. ...
Chairman



Spencer H. ...
Secretary

Lynton ...



APPROVED:

FEDERAL SECURITY AGENCY

By *John P. ...*

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