

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

Salt Lake County Parcel ID No.
08-15-476-006; 08-23-100-001; 08-23-100-002

13847483 B: 11282 P: 5371 Total Pages: 5
12/15/2021 01:01 PM By: ggasca Fees: \$0.00
EASEMENT - EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SL CITY PUBLIC UTILITIES
1530 SOUTH WEST TEMPLE SALT LAKE CITY, UT 84115



EASEMENT

BP Products North America, Inc. (successor to **The American Oil Co.**), whose address is PO Box 941709, Houston, Texas 77094 ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, an easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of City owned and operated facility, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities") in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto ("Easement Property"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

Without limiting the generality of the foregoing, Grantor and Grantee do hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor agrees that the Easement Property will be fenced for security purposes. Grantor shall ensure that City's access is unimpeded by the fences, gates or other security features.
2. Grantor shall not grant additional easements, construct any improvements or allow others to construct any improvements within the Easement that would interfere with the City's access, security or use of the Easement. Requests for additional easements must be reviewed for compatibility by Grantee through its Public Utilities Department, and any approved easement uses must be memorialized in an agreement between Grantee and the new easement holder.
3. Except as may be prescribed by the State of Utah as necessary for compliance with Utah Hazardous Waste Post-Closure Permit for the BP Closed Hazardous Waste Management Facility, the City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation except as to existing improvements as of this date. City shall maintain the Easement Property as part of the City's adjacent property.
4. Except as may be prescribed by the State of Utah as necessary for compliance with Utah Hazardous Waste Post-Closure Permit for the BP Closed Hazardous Waste Management Facility, the City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.

RECORDED

DEC 02 2021

CITY RECORDER

Confidential

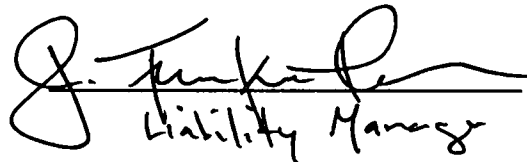
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

5. If essential for compliance with the State of Utah's Hazardous Waste Post-Closure Permit for the BP Closed Hazardous Waste Management Facility, the Grantor and Grantee agree to work in good faith to modify this Easement.

6. The Easement shall remain in place until such time the City removes its Facilities and notifies the Grantor that the City is vacating the Easement or the City ceases to use the Facilities for a continuous period of five years.

WITNESS the hand of the Grantor this 12 day of November, 2021.

(Grantor)


Liability Manager

STATE OF ILLINOIS)
: ss.
County of Will)

On the Nov. 12, 2021, personally appeared before me Grace Block, who being by me duly sworn, did say that he executed the foregoing instrument as _____, a _____ and said person acknowledged to me that said corporation executed the same.


NOTARY PUBLIC, residing in
Will ~~Kane~~ County, Illinois



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SALT LAKE CITY CORPORATION

By 
PUBLIC UTILITIES
DIRECTOR

ATTEST AND COUNTERSIGNED:

RECORDED

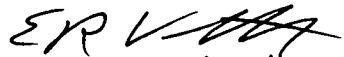
DEC 02 2021

Deputy


CITY RECORDER

CITY RECORDER

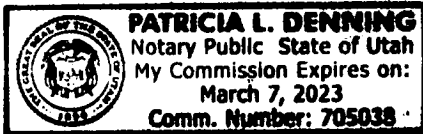
APPROVED TO FORM
City Attorney Office

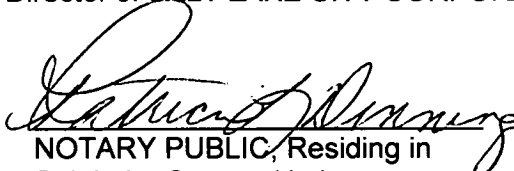

Date: 11/30/21

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

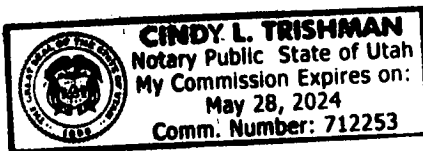
The foregoing instrument was acknowledged before me this 30th day of November, 2021,
by Laura Briefer, in her capacity as Public Utilities Director of SALT LAKE CITY CORPORATION,
a Utah municipal corporation.





NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this 2nd day of December, 2021,
by Keith Reynolds in her capacity as Deputy City Recorder of SALT LAKE CITY
CORPORATION, a Utah municipal corporation.




NOTARY PUBLIC, Residing in
Salt Lake County, Utah

PROPERTY OF SALT LAKE
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EXHIBIT A

A CERTAIN PARCEL OR TRACT OF LAND LOCATED IN PART ON PARCELS 08-23-10-001 & 08-23-100-002 AND BEING IN THE SOUTHWEST QUARTER OF SECTION 14 & THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL OR TRACT BEING FURTHER DESCRIBED AS FOLLOWS; TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 08-23-100-002 WHICH POINT IS LOCATED N00°27'06"E, ALONG THE SECTION LINE, A DISTANCE OF 482.68 FEET FROM THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°40'32"E, ALONG THE NORTHERLY LINE OF PARCEL 08-23-100-002, A DISTANCE OF 77.60 FEET TO A POINT ON THE EASTERLY LINE OF A 55 FOOT WIDE DRAINAGE CANAL AS REFERENCED IN ENTRY 570043, BOOK 12-0 OF DEEDS, PAGE(S) 476-478, PARCEL 4, DATED 10/8/1926 AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG THE EASTERLY LINE OF THE AFORESAID DRAINAGE CANAL, THROUGH PARCELS 08-23-100-002 & 08-23-100-001, THE FOLLOWING FIVE (5) COURSES; 1) S00°26'56"W A DISTANCE OF 543.77 FEET TO A POINT OF CURVATURE TO THE LEFT; 2) THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1425.20 FEET, A CENTRAL ANGLE OF 13°15'08" AND A LENGTH OF 329.64 FEET (CHORD BEARS S06°10'38"E 328.91 FEET); 3) S12°56'34"E A DISTANCE OF 910.00 FEET; 4) S77°11'49"W A DISTANCE OF 55.00 FEET TO THE SOUTH WEST CORNER OF THE ABOVE REFERENCED DRAINAGE CANAL DEED; 5) N12°56'34"W, ALONG THE WESTERLY LINE OF THE DRAINAGE CANAL DEED, A DISTANCE OF 71.94 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE OF THE DRAINAGE CANAL N89°46'25"W A DISTANCE OF 21.07 FEET TO THE SOUTHEAST CORNER OF PARCEL 08-15-476-006 AS REFERENCED IN THE LOT CONSOLIDATION DEED AS ENTRY 13022501, BOOK 10799 PAGE(S) 4483-4485, DATED 07/03/2019 AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG THE EASTERLY LINE OF PARCEL 08-15-476-006 THE FOLLOWING THREE (3) COURSES: 1) N13°11'32"W A DISTANCE OF 996.21 FEET; 2) N00°25'17"E A DISTANCE OF 247.48 FEET TO THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N00°27'06"E, ALONG THE SECTION LINE, A DISTANCE OF 482.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINING 138,693 SQUARE FEET OF AREA OR 3.184 ACRES, MORE OR LESS

THE ABOVE DESCRIPTION IS INTENDED TO DEED ANY INTEREST LYING IN THAT PORTION OF THE DRAINAGE CANAL REFERRED TO IN ENTRY 570034, BOOK 12-0 OF DEEDS. PAGE(S) 476-478, PARCEL 4, DATED 10/8/1926 AND TO THAT PORTION OF LAND LYING BETWEEN THE EASTERLY LINE(S) OF PARCEL 08-15-476-006, SOUTHERLY LINE OF PARCEL 08-15-476-006 EXTENDED TO THE WESTERLY LINE OF THE DRAINAGE CANAL, THE WESTERLY LINE(S) OF THE DRAINAGE CANAL, AND THE NORTHERLY LINE OF PARCEL 08-23-100-002 AND TO INCLUDE THE PORTION OF LAND AS OUTLINED ABOVE ON PARCELS 08-23-100-001 AND 08-23-100-002.

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