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Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

14329166 B: 11541 P: 2980 Total Pages: 5
12/24/2024 12:35 PM By: EMehanovic Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SL CITY PUBLIC UTILITIES
1530 SOUTH WEST TEMPLE SALT LAKE CITY, UT 84115



Salt Lake County Parcel ID No. 16-03-200-001

EASEMENT

The University of Utah, a body politic and corporate of the State of Utah ("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, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of water infrastructure 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 Area"), and hereby incorporated herein by this reference, together with all rights of ingress and egress across Grantor's adjacent property reasonably necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

This Easement is granted subject to the following conditions and limitations:

1. City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Area for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities, including vehicular access across drivable surfaces to access the Easement Area across parcel 16-03-200-001. City shall make good faith efforts to notify Grantor of any work to be conducted in the Easement Area and shall restore the Easement Area and the drivable surfaces used by City to access the Easement Area to their original condition as it exists as of the date of this Easement (or such other condition as may be approved by both Grantor and City in writing at the time of such work) promptly following the completion of such work.
2. City shall construct, maintain and repair the Facilities and everything related thereto without cost or expense to Grantor and in such a manner as shall not unduly interfere with the operations of Grantor or third parties occupying the Easement Area.
3. Grantor, in consultation with City, reserves the right to use, and to permit others to use, the Easement Area as Grantor deems appropriate, including, without limitation, the right to construct, operate, and maintain improvements and landscaping across, over and/or under the Easement Area (excluding trees and permanent structures or buildings) and the right to pave roads located within the Easement Area, so long as such use and improvements do not otherwise create an unreasonable interference with City's use of the Easement Area pursuant to this Agreement.
4. 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 create an interference with the City's use, occupation, or enjoyment of this Easement, without liability to

Grantor, and without any obligation of restoration of or compensation for such obstructions. City shall use good faith efforts to coordinate in advance with Grantor with respect to all such work to minimize the adverse effects of such work on Grantor and others using the Easement Area.

5. City and Grantor are bodies politic and corporate of the State of Utah and are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101 *et seq.* of the Utah Code, as the same may be amend (the "Act"). Subject to the Act and up to the limitations of liability established in Section 63G-7-6-04 of the Act, Grantor will indemnify, save harmless and defend City from and against any loss, cost, or expense, to the extent arising out of the Grantor's fault or negligence related to the Easement or the Easement Area. Subject to the Act and up to the limitations of liability established in section 63G-7-604 of the Act, City, by acceptance of this Easement, agrees to indemnify, save harmless and defend Grantor from and against any loss, cost, or expense to the extent arising out of the City's fault or negligence related to the Easement or the Easement Area or the construction, maintenance, or repair of the Facilities.

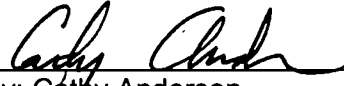
6. In the event City should no longer use and/or abandons and/or removes the Facilities described herein, then this agreement shall automatically terminate and the Easement and other rights herein described will automatically revert back to Grantor at no cost to Grantor.

7. Grantor reserves the right to substitute a new easement location on Grantor's property, if, in the opinion of Grantor, such relocation is necessary; however, should the Grantor so elect to make such a substitution, the cost of relocating the Facilities shall be paid in full by Grantor and a new and suitable easement shall be provided to City from Grantor at no cost to City.

8. Grantor makes no representations or warranties whatsoever with respect to the physical condition or suitability of the property located within the Easement Area or any of Grantor's adjacent property. Construction and maintenance of the Facilities and use of the Easement Area shall be at the sole risk of City.

WITNESS the hand of Grantor this 13th day of November, 2024.

The University of Utah,
a body politic and corporate
of the State of Utah

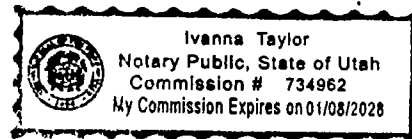

By: Cathy Anderson
Its: Chief Financial Officer and Vice
President for Administrative Services

State of Utah)
) ss.
County of Salt Lake)

On this 13th day of November, in the year 2024, before me,
Ivanna Taylor (notary public name), a notary
public, personally appeared Cathy Anderson (name of document signer), proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and
acknowledged she executed the same.

Witness my hand and official seal.


(notary signature)



(seal)

EXHIBIT A

An easement in the NE quarter of Section 3, Township 1 South Range 1 East Salt Lake Base and Meridian. Further described below.

Beginning at a point which is North 486.11' and East 81.82' from a Salt Lake City Monument in the intersection of Wakara Way and Colorow Drive (basis of bearing N 35°04'04" W between said monument and a monument at Tabby Ln and Colorow Dr.). Said point also being North 3360.02' and West 2573.64' from the Southwest corner of said section 3; and running thence N 3°01'22" W 17.65'; thence N 86°58'38" E 23.89'; thence N 41°58'38" E 9.56' to a non-tangent 14.64' radius curve to the left; thence 8.01' along said curve to a non-tangent line (cord bears N 52°39' 43" E 7.91'); thence N 38°18'11" E 22.88' along said line; thence N 41°58'38" E 27.41'; thence S 48°01'22" E 30.01'; thence S 41°58'38" W 27.41'; thence S 48°01'22" E 10.08'; S 40°40'50" W 28.85'; N 48°01'22" W 10.74'; thence S 41°58'38" W 23.76'; thence S 86°58'38" W 20.57'; thence N 54°54'17" W 20.02' to the point of beginning. Contains 3,295 sq.ft. more or less.

Drain Line

An easement in the NE quarter of Section 3, Township 1 South Range 1 East Salt Lake Base and Meridian. The easement being 20' wide, 10 feet on each side of a drain line and extending 10' past the end of the drain line. whose center line is Further described below.

Beginning at a point which is North 480.35' and East 90.01' from a Salt Lake City Monument in the intersection of Wakara Way and Colorow Drive (basis of bearing N 35°04'04" W between said monument and a monument at Tabby Ln and Colorow Dr.). Said point also being North 3354.27' and West 2565.48' from the Southwest corner of said section 3 and running thence S 32°49'48" W 30.68'; thence S 27°42'19" W 20.85'; thence S 21°38'58" W 14.50'; thence S 72°50'47" E 2.50' to the point of termination. Contains 1,573 sq.ft. more or less.

