

BOOK 2696 PAGE 195

Recorded OCT 3 1968 at 11:30 A.M.
Request of UNIVERSITY OF UTAH

DEPARTMENT OF THE ARMY

Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah

2262100

EASEMENT FOR RIGHT OF WAY

By *Sym. J. Neal* Deputy

(PIPELINE)

No. 10009-2-69-15

FOR *ROBT DOUGLAS, LEAS*

BY *CLAYTON KIMBALL*
UNIVERSITY ENG.
OF UTAH

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, hereby grants to *The University of Utah*, a body politic and corporate, existing under and by virtue of the laws of the State of Utah, with its principal offices in Salt Lake City, Utah,

hereinafter designated as the grantee, for a period not exceeding *fifty* (50) years from the date hereof, an easement for a right of way for a sewer line

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "A,"

attached hereto and made a part hereof, and described as follows: on Exhibit "B," attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of

, payable **DELETED** in advance. Compensation shall be made payable to the Treasurer of the United States and awarded by the grantee to

Incl 1

dit/am

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

The granting clause and the testimonium clause were altered and Condition No. 1 was deleted prior to the execution of this easement.

APPROVED AS TO FORM AND CONTENT :

THE UNIVERSITY OF UTAH

BY: Donald B. Holbrook DATE: July 11, 1968
TITLE: Chairman, Board of Regents

This easement is not subject to Title 10, United States Code, Section 2862.

IN WITNESS WHEREOF I have hereunto set my hand ~~and~~ by authority of the Secretary of the Army this 29 day of July 1968.

Document Approved
For Legal Sufficiency
[Signature]
Attorney

[Signature]
CREED B. CARD
Chief, Real Estate Division
U. S. Army Engineer District, Sacramento

BOOK 2696 PAGE 198

SANITARY SEWER EASEMENT

Portions of the NW $\frac{1}{4}$ of Section 3 and the NE $\frac{1}{4}$ of Section 4 in T. 1 S., R. 1 E., S.L.B.&M. said portions being described in two parcels as follows:

PARCEL I

Commencing, for reference, at Monument US-14, Thence N 39° 17' 00" W, 195.00 feet; Thence S 50° 43' 00" W, 7.51 feet to the TRUE POINT OF BEGINNING of a strip of land 10 feet wide, equally distant 5 feet each side of the following centerline:

Thence S 69° 37' 00" E, 70.41 feet;

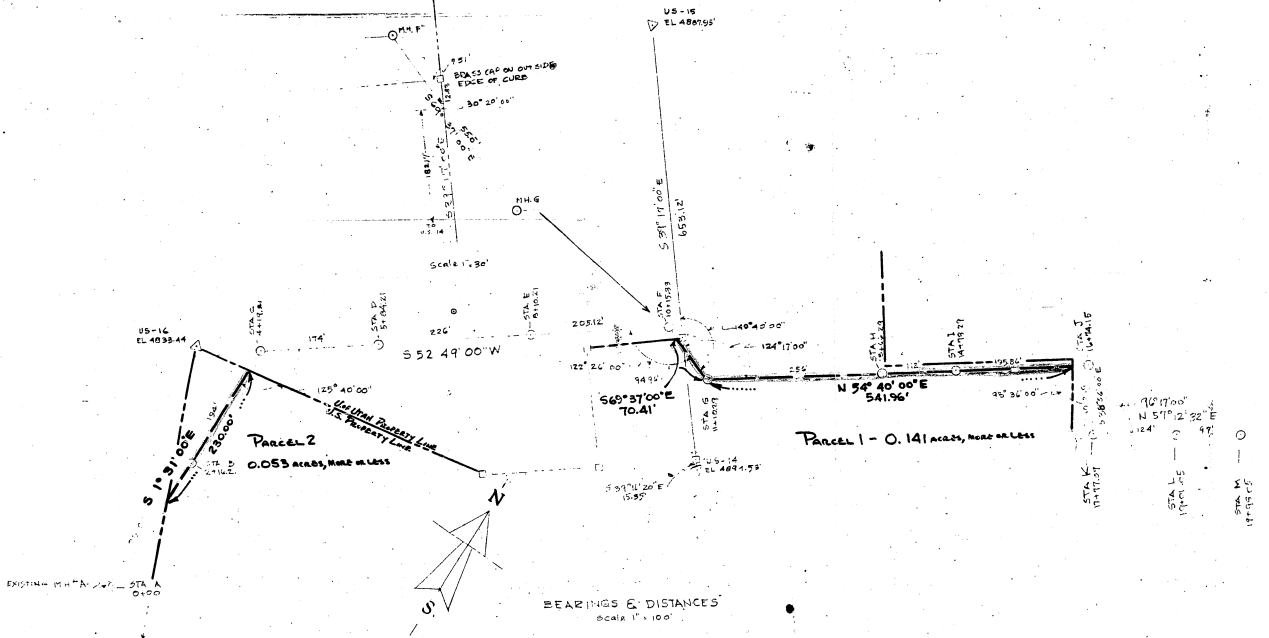
Thence N 54° 40' 00" E, 541.96 feet to the terminus of PARCEL I, on the common boundary line of Fort Douglas and the University of Utah property and containing a total of 0.141 acres more or less.

PARCEL II

Commencing for reference at Monument US-16, Thence N 81° 09' 30" E, 84.00 feet to the TRUE POINT OF BEGINNING of a strip of land 10 feet wide, equally distant 5 feet each side of the following centerline:

Thence S 01° 31' 00" E, 230.00 feet to the terminus of PARCEL II on the common boundary line of Fort Douglas and the University of Utah property and containing a total of 0.053 acres more or less.

The sides of all courses shall be lengthened and/or shortened to conform with changes in bearings and boundary line intersecting angles.



NOTE!
DO NOT USE FOR CONSTRUCTION

EXHIBIT "A" To EASEMENT No. 201905-2-07-13

NO.	DESCRIPTION	DATE	BY	NO.	DESCRIPTION	DATE	BY	APPROVED	DRAWN		UNIVERSITY OF UTAH	TITLE
									SCALE	DATE		
									AS NOTED	24 APRIL 1968	DEPARTMENT OF PHYSICAL PLANT AND OPERATIONS ENGINEERING DIVISION	SANITARY SEWER EXTENSION FOR MARRIED STUDENT HOUSING
												DRAWING NUMBER B*
												SHEET 26 OF SHEETS