

3265902

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4/9/79
By R. L. Montgomery

E A S E M E N T

The UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, owner of the below described premises, hereinafter "GRANTORS", hereby grants and conveys to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "GRANTEE", in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, a perpetual right of way and easement for the construction, maintenance, replacement and repair of a watermain extension over, under, across and through the following described parcels of land situated in Salt Lake County, Utah, to-wit:

PARCEL NO. 1

A 20 foot easement and right of way 10 feet on both sides of the following described centerline: Beginning at a point 2687.71 feet North and 2606.87 feet West from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 37°29' West 115.87 feet to a point on the easterly right of way line of a proposed 80 foot wide road.

PARCEL NO. 2

Beginning at a point 4140.969 feet North and 255.066 feet East from the City Monument at the intersection of Sunnyside Avenue and Arapleen Drive, said point being North 48°35'41" West 3930.80 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; running thence North 51°15'20" East 33.70 feet; thence Northeasterly along the arc of a 775.0 foot radius curve to the left 1323.83 feet; thence North 43°23'04" East 80.00 feet; thence Southwesterly along the arc of a 855 foot radius curve to the right 1418.88 feet; thence North 86°50'12" West 101.662 feet; thence North 36°50'19" West 11.09 feet to the point of beginning.

PARCEL NO. 3

A 20 foot easement and right of way 10 feet on both sides of the following described centerline: beginning at a point on the East line of the preceding described proposed 80 foot wide road, said point being 3379.73 feet North and 2566.115 feet West from the Southeast corner of said Section 3; thence running North 45°45' East 55.33 feet to a point 15 feet Southwesterly from the centerline at right angles thereto of an existing high pressure gas line; thence running parallel to and 15 feet Southwesterly from said pipe line South 46°36'56" East 3086.0 feet; thence South 52°48'30" East 84.6 feet; thence South 39°32'10" East 558 feet more or less to an existing fence.

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

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STATE OF UTAH }
COUNTY OF SALT LAKE } ss

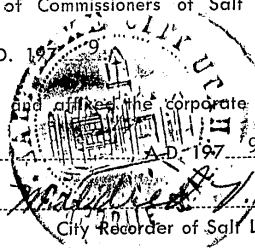
I, Mildred V. Higham, City Recorder of Salt Lake City, Utah, do hereby certify that the attached

Easement from University of Utah for construction/maintenance
of Water Main Ext. 4037 to serve Research Park.

was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this
12th day of April, A.D. 1979

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City,
Utah, this 12th day of April

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1. Grantee shall construct, maintain and repair its said facilities and everything relating thereto without cost or expense to the Grantor and in such manner as shall not unduly interfere with the operation of the grantors.

2. By acceptance of this easement and right of way grant, Grantee agrees to indemnify and save harmless the Grantor from any and all loss, damage, expense, claims or demands resulting from negligence of Grantee in the construction, repair, maintenance, replacement, or operation of Grantee's facilities hereunder.

3. Grantor reserves the right to substitute a new easement location 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 Grantee's facilities shall be paid in full by Grantor and a new and suitable easement shall be provided Grantee at no cost to Grantee.

4. In the event Grantee's facilities as installed must be changed as a result of future legislation or conduct by third parties over which the Grantor has no control, the Grantee shall at its expense move the facilities to another location unless Grantee is successful in causing the responsible third parties to pay for said expense.

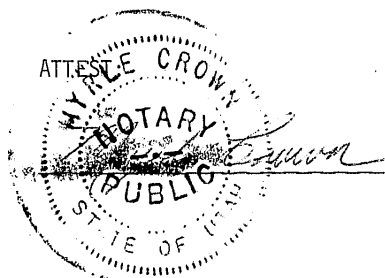
5. Grantor reserves to itself the right to construct, use and maintain across, over and/or under the property hereby granted all facilities that it may choose so to do in such manner as not to create any unreasonable interference with the use of the Grantee herein granted.

6. The Grantee shall use reasonable care installing its facilities so as not to unduly disturb the natural growth of scrub oak and other shrubs and trees. The backfilled work areas shall be re-seeded with grass.

WITNESS the hand of the University of Utah, this 27th day of February, 1979.

UNIVERSITY OF UTAH
A Body corporate and politic

By Walter J. Brown



KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
APR 18 8 00 AM '79
SALT LAKE CITY
REF
Evelyn Thompson

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