

3753604

EASEMENT

The UNIVERSITY OF UTAH, a corporate and body politic, "Grantor", hereby conveys to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, its successors in interest and assigns, "Grantee", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a twenty foot (20') wide easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of a watermain, together with service lines and all facilities attendant thereto over, under, across and through a tract of land located in Salt Lake County, Utah, described as follows:

A 20 foot easement and right-of-way 10 feet on both sides of the following described centerline: Beginning at a point 5 feet south and 570.22 feet east from U. S. Government Monument 7 (which is established 197.6 feet east and 24.6 feet north from the Salt Lake City Monument at the intersection of 100 South Street and Wolcott Avenue) being located in Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence running South  $0^{\circ}17'50''$  east 320.7 feet; thence north  $88^{\circ}18'51''$  east 88.4 feet; thence north  $83^{\circ}09'47''$  east 90.0 feet; thence north  $89^{\circ}49'30''$  east 374.5 feet.

TO HAVE AND TO HOLD the same so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

Grantee shall, if requested by Grantor or its successors in interest or assigns of any portion of the above described real property, and entirely at the expense of the party making such request, move or change the location or depth of portions or all

of the facilities of the Grantee situated upon the above described real property to permit construction upon or other use of said real property upon which said facilities are constructed. If the facilities of the Grantee are moved to a new location, Grantor or its successors in interest or assigns further agree that it will grant within a reasonable period of time a new or replacement right-of-way and easement to the Grantee.

By acceptance of this right-of-way and easement grant, Grantee agrees to indemnify and save harmless THE UNIVERSITY OF UTAH 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.

This easement is granted as an amendment to that easement granted by Grantor to Grantee September 12, 1946, and Grantee by acceptance of this easement relinquishes any and all rights to the abandoned portion of said previous easement.

IN WITNESS WHEREON the Grantor has caused its corporate name and seal to be hereunto affixed this 11<sup>th</sup> day of JANUARY, 1983.

APPROVED AS TO FORM:  
DAVID L. WILKINSON  
Attorney General  
By William T. Brown

UNIVERSITY OF UTAH

By: Walter P. Gnemi  
Vice President for Administrative Services

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

On the 11<sup>th</sup> day of JANUARY, 1983, personally appeared before me Walter P. Gnemi, who being duly sworn did depose and state that he is the Vice President for Administrative Services of the University of Utah, a body corporate and politic; that the foregoing instrument was signed on behalf of said University of Utah pursuant to the approval of the Institutional Council and Utah State Board of Regents, the governing bodies of said University of Utah; and the said Walter P. Gnemi duly acknowledged to me that the said University of Utah executed the foregoing instrument.

My Commission Expires:  
10-14-85

Monroe  
Notary Public  
Residing at Salt Lake City, Utah

BOOK 5434 PAGE 1839

1530 So West Temple Sec 24115

BOOK 5434 PAGE 1840

KATIE L. PAXON  
REFUGEE  
SALT LAKE CITY  
UTAH

JAN 27 11 44 AM '83  
Secty Asst. of Public Utilities  
REQ OF D.E.P.  
\$

of an adjustment

Ex  
No