

ORIGINAL DOCUMENT

PROFITABLE SALT LAKE
CITY RECORDERS OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

RECORDED

JAN 12 1993

CITY RECORDER

5425070

GRANT OF EASEMENTS

The easements herein granted are given to memorialize and define easements for existing facilities in Sugar House Park as part of a contemporaneous agreement respecting water and sewer services and charges therefor between Sugar House Park Authority, a nonprofit corporation of Utah which owns and manages the Sugar House Park property, and Salt Lake City Corporation, a municipal corporation of Utah, the owner of the water and sewer systems that serve Sugar House Park.

Sugar House Park Authority (Grantor) does hereby convey to Salt Lake City Corporation (Grantee) the following easements subject to the conditions set forth in connection therewith:

WELL SERVICE AREA

An easement for maintenance and operation of the well head area, water treatment measurement and inspection devices and the water lines extending easterly therefrom to 1700 East Street.

The location and description of said easement are more particularly described as follows:

Commencing at a 20-inch diameter well located South 2040.33 feet and East 2808.44 feet from the Northwest corner of Section 21, T1S, R1E, SLB&M; said point also being located South of the monument located at the intersection of 1700 East and Parley's Canyon Boulevard a bearing of S. 0°12'43" W. 900.00 feet along the monument line for 1700 East and S. 43°57'43" W. 381.89 feet.

Area surrounding the 20-inch diameter well described above. The description of this area being: Beginning N. 89°47'17" W. 30.0 feet from the location of the well described above; thence N. 0°12'43" E. 100.00 feet, thence S. 89°47'17" E. 208.52 feet to the West boundary line of 1700 East thence along the West boundary line of 1700 East S. 6°16'13" W. 199.11 feet, thence S. 89°47'17" W. 187.50 feet, thence N. 0°12'43" E. 98.0 feet to the point of beginning. Area = 0.90 Acres.

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Grantee will be entitled to fence and exclusively occupy (except for the right of Grantor to inspect at all reasonable times) not more than 5,000 feet of the property surrounding the well head with a fence calculated to blend in with and/or beautify the surrounding property. A condition of Grantee's right to construct said fence will be the approval by Grantor of the location, design and specifications thereof, which specifications will include procedures and standards for the upkeep and maintenance of the fenced area and the fence itself. Grantor's approval of the location, design and maintenance of such fence and fenced area will not be unreasonably withheld.

ROAD ACCESS FROM PARKING LOT TO WELL SERVICE AREA

An easement for access to the well service area.

The location and description of said easement are more particularly described as follows:

A 30 foot Easement and Right-of-Way 15 feet on each side of the following described centerline: Beginning at a point 1811.63 feet South, 2367.10 feet East and 109 feet more or less South 57°55'27" East from the Northwest Corner of Section 21, Township 1 South, Range 1 East, Salt Lake Base and Meridian; running thence South 57°55'57" East 141 feet more or less to an existing sewer manhole, thence South 57°25'27" East 260.00 feet, thence South 75°47'27" East 231.70 feet to an existing sanitary sewer manhole located on the West side of 1700 East Street.

Said access easement is limited to use by foot traffic for routine maintenance and inspection visits that do not require a motor vehicle to accomplish a specific work assignment. The use of said access by motorized vehicle shall be on reasonable advance notice when practicable to enable Grantor to limit damage to the park property by omitting watering or by taking other reasonable measures. The provisions hereafter set forth requiring Grantee to repair the lawn or other park plantings or property damaged by the use of said access will apply.

SS-1 8-INCH SANITARY SEWER

An easement for operation and maintenance of a sanitary sewer.

The location and description of said easement are more particularly described as follows:

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CITY OF SALT LAKE
CIVIL ENGINEERING OFFICE
651 W. STATE, R.M. 415
SALT LAKE CITY, UTAH 84111

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A 30-foot sanitary sewer easement, the centerline being described as follows:

Commencing at a Sanitary sewer manhole located on the West side of 1300 East at about 2250 South, said point of beginning being South 1145.60 feet and West 241.89 feet of the Northwest corner of Section 21, T1S, R1E SLB&M; thence S. 89°03'27" E. 951.70 feet, thence S. 77°03'27" E. 500.0 feet, thence S. 69°03'27" E. 545.0 feet, thence S. 54°03'27" E. 435.00 feet, thence S. 74°03'27" E. 321.30 feet, thence S. 57°55'27" E. 250.00 feet, thence S. 57°25'27" E. 260.00 feet, thence S. 75°47'27" E. 231.70 feet to a sanitary sewer manhole located on the west side of 1700 East.

SS-2 8-INCH SANITARY SEWER

An easement for operation and maintenance of a sanitary sewer.

The location and description of said easement are more particularly described as follows:

A 30 foot sanitary sewer easement, the centerline being described as follows:

Commencing at a sanitary sewer manhole located on the south side of 2100 South, said point of beginning being South 94.81 feet and East 2221.32 feet of the Northwest corner of Section 21, T1S, R1E, SLB&M; thence S. 39°28'13" W. 223.75 feet, thence S. 25°55'33" W. 151.45 feet, thence S. 10°49'33" W. 248.00 feet, thence S. 49°49'33" W. 200.00 feet, thence S. 8°49'33" W. 300.0 feet, thence S. 8°49'33" W. 400.00 feet to a manhole in Sugarhouse Park common to SS-1 and SS-2.

SD-1 STORM DRAIN

An easement for operation and maintenance of an underground storm sewer line.

The location and description of said easement are more particularly described as follows:

A 30-foot storm drain easement, the centerline being described as follows:

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PLANNING AND ZONING DEPARTMENT
CITY ENGINEER'S OFFICE
451 SOUTH STATE STREET, 415
SALT LAKE CITY, UTAH 84111

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Commencing at a double inlet located on the south side of 2100 South, said point of beginning being South 31.27 feet and East 1140.16 feet from the Northwest corner of Section 21, T1S, R1E, SLB&M; thence S. 0°01'46" W. 976.25 feet, thence S. 30°01'46" W. 50.00 feet to the North edge of Parley's Creek.

SD-2 STORM DRAIN

An easement for operation and maintenance of an underground storm sewer line.

The location and description of said easement are more particularly described as follows:

A 30 foot storm drain easement, the centerline being described as follows:

Commencing at a manhole located on the south side of 2100 South, said point of beginning being South 45.08 feet and East 2241.11 feet from the Northwest corner of Section 21, T1S, R1E, SLB&M; thence S. 39°3'00" W. 397.22 feet, thence S. 7°11'30" W. 302.71 feet, thence S. 48°17'30" W. 333.02 feet, thence S. 14°40'30" W. 337.05 feet, thence S. 59°40'30" W. 45.0 feet to the north edge of Parley's Creek.

SD-3 STORM DRAIN

An easement for operation and maintenance of an underground storm sewer line.

The location and description of said easement are more particularly described as follows:

12-foot easement from 1700 East to Parley's Creek deeded to Salt Lake City dated February 15, 1912. (Deed No. 690600, Book 92, Page 390, Salt Lake County Recorder.)

The surveyed location of this storm drain is as follows:

Commencing at a point located South 917.7 feet and East 3043.34 feet from the Northwest corner of Section 21, T1S, R1E, SLB&M; thence

S. 0°2'15" E. 297.74, thence S. 30°38'50" W. 102.64 feet, thence S. 46°19'38" W. 195.73 feet, thence S. 31°40'05" W. 415.28 feet, thence N. 88°45'16" W. 50.29 to the north edge of Parley's Creek.

SD-4 STORM DRAIN (15-INCH CMP)

An easement for operation and maintenance of an underground storm sewer line.

The location and description of said easement are more particularly described as follows:

A 30 foot storm drain easement, the centerline being described as follows:

Commencing at an inlet box on the west side of 1700 East said point of beginning being South 1890.25 feet and East 3036.51 feet from the Northwest corner of Section 21, T1S, R1E, SLB&M; thence S. 88°45'40" W. 297.76 feet to the North edge of Parley's Creek.

The easements described herein are illustrated on the attached map which is by reference incorporated herein.

GRANTEE SHALL HAVE AND HOLD each of the easements described herein so long as the facilities for which said easements are granted 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 said facilities. In the event the use of such facilities, or any of them, are discontinued for one year after notice to which Grantee agrees or does not respond or in any event are discontinued for more than five years, the affected easement or easements herein granted will terminate and Grantor's interest in the property affected by said easements will no longer be encumbered thereby. 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 said facilities. Such construction, repair, maintenance, removal or replacement of the facilities is to be accomplished in a reasonable manner in order to minimize interruption of the uses of Grantor's property as a public park. Grantor shall have the right to use the premises upon which the easements described herein are granted, for any purpose whatsoever, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder. Grantor shall not build or construct or permit to be built or constructed any building or other permanent structure over or

across said right-of-way without the consent of Grantee, which consent will not be unreasonably withheld. The Grantee hereby consents to Grantor's installation of lawns or other plantings, paths, roadways and landscaping over said easements provided that Grantor shall not change the contour of the right-of-way in any manner which will reduce the earth cover over the Grantee's water, sewer and storm drain lines to less than _____ inches.

The easements described herein are subject to the following limitations, conditions and requirements: Grantee and Grantee's contractors using said premises or performing work on the premises upon which said easements are located shall promptly restore all property through which the work traverses, to as near its original condition, as is reasonably and practicably possible.

By accepting this agreement, Grantee hereby agrees to indemnify and hold harmless Grantor, its officers, agents, and employees, against and from any and all liability, loss, damage, claims, demands, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or against and from damage to or loss or destruction of property whatsoever (including damage to the Grantor's other property when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of:

1. any work done by the Grantee or its agents, employees or independent contractors in connection with the construction of the facilities for which these easements are given; or
2. the use of the said facilities by Grantee or the agents, employees or patrons of Grantee or by others with the consent of Grantee.

Grantor agrees to indemnify and hold harmless Grantee, its officers, agents and employees, from any and all liability, loss, damage, claims, demands, costs and expenses which are caused by the negligent or wrongful interference with or damage or injury to the facilities that utilize the easements granted herein or that are installed or constructed by Grantee in or upon said easements.

The easements described herein and the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns.

IN WITNESS WHEREOF, Grantor has caused its name and seal to be hereunto affixed this _____ day of _____, 1992.

ORIGINAL DOCUMENT

PROPERTY OF SALT LAKE
CITY RECORDERS OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

SUGAR HOUSE PARK AUTHORITY

By [Signature]
President

ACCEPTED and AGREED to this 12th day of JANUARY,
1993. RECORDED

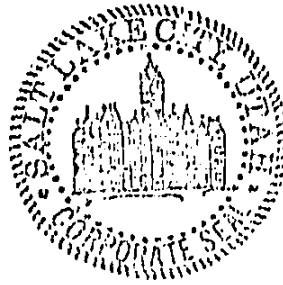
JAN 12 1993
CITY RECORDER

SALT LAKE CITY CORPORATION

By [Signature]
Mayor

ATTEST:

[Signature]
Acting City Recorder



APPROVED AS TO FORM
Salt Lake County Attorney's Office
By: [Signature]
Deputy County Attorney
Date: 11-20-92
07

legality
1-4-93
[Signature]

ORIGINAL DOCUMENT

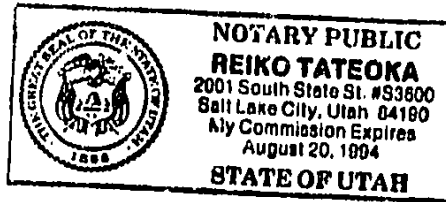
STATE OF UTAH)
County of Salt Lake) : ss.

CITY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

The foregoing instrument was acknowledged before me this 19th day of November, 1992, by Robert E. Dridge, President, on behalf of the Sugar House Park Authority.

Reiko Tateoka
NOTARY PUBLIC
Residing at Salt Lake County, Utah

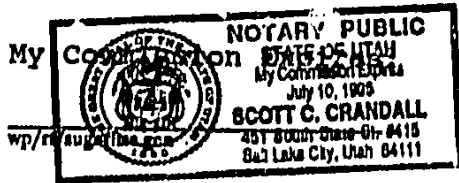
My Commission Expires:
8-20-94



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

On this 12th day of January, 1993, personally appeared before me DEEDEE CORRADINI and Scott Kivett, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Salt Lake City Corporation, and said persons acknowledged to me that said corporation executed the same. *Active*

Scott Kivett
NOTARY PUBLIC
Residing at Salt Lake County



~~8428070~~
RECORDED BY
SL CITY RECORDER
REC BY EVELYN FROGGET, DEPUTY

NO FEE

DUPLICATE RECEIPT

5425070

01 FEBRUARY 93 08:04 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
REC BY: EVELYN FROGGET , DEPUTY



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