

PLEASE RETURN TO:
SALT LAKE CITY PUBLIC
UTILITIES
1530 SOUTH WEST TEMPLE
SLC, UTAH 84115

NO FEE

5577205

11 AUGUST 93 03:50 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SLC PUBLIC UTILITIES
REC BY: SHARON WEST , DEPUTY

EASEMENT

5577205

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 20-foot wide easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of water-mains, together with service lines and all facilities attendant thereto over, under, across and through tracts of land located in Salt Lake County, Utah, described as follows:

A 20-foot easement and right-of-way 10 feet on each side of the following described centerline: Beginning at a point on an existing Salt Lake City 16" ductile-iron watermain extension 35-4037 4920.00 feet North and 670.00 feet East from the City monument at the intersection of Sunnyside Avenue and Arapeen Drive, said point being North 36°52'18" West 4224.0 feet more or less from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; running thence North 45°30'50" West 306.1 feet, thence North 1°29'30" West 73.7 feet, thence North 46°27' West 1198.0 feet, thence North 48°02'30" West 72.0 feet, thence North 46°27' West 1566.5 feet, thence South 43°33' West 63.3 feet, thence Northwesterly 773.0 feet more or less:

Also, commencing 5831.0 feet North and 206.0 feet West from said monument at Arapeen Drive and Sunnyside Avenue and North 38°28'50" West 5481.0 feet more or less from said section corner, running thence North 43°33' East 3.16 feet, thence North 58°33' East 198.0 feet, thence North 62°33' East 306.0 feet, thence North 58°33' East 144.0 feet, thence North 46°33' East 234.0 feet, thence North 30°40'18" East 91.97 feet, thence North 45°03' East 497.83 feet, thence North 45°17' West 33.6 feet, thence North 19°43' East 30.0 feet, more or less to the South boundary line of the Wasatch National Forest.

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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.

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

1. During temporary periods, Grantee may use such portion of Grantor's 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 so long as Grantee shall restore such property used to its original condition.

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

3. 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.

4. 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.

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5. 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.

6. 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 a manner as not to create any unreasonable interference with the use of the Grantee herein granted.

WITNESS the hand of the University of Utah this 11th day of August, 1986.

UNIVERSITY OF UTAH

By: Walter P. Gnemi
Vice President for Administrative Services

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

On the 11th day of August, 1986, 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.

My Commission Expires:

10/15/89

W. Gnemi
Notary Public
Residing at Salt Lake City, Utah

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