

3
When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Parcel No's 09-33-476-001,
09-33-426-001, 09-33-276-001,
16-03-100-004, 16-03-200-001, 16-34-300-002

13022500
07/03/2019 08:32 AM \$0.00
Book - 10799 Pg - 4480-4482
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 SOUTH WEST TEMPLE
SLC UT 84115
BY: DCA, DEPUTY - WI 3 P.

EASEMENT

The University of Utah, a body politic and corporate of the State of Utah with a mailing address of 201 S. Presidents Circle, Salt Lake City, Utah 84112 ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection, relocation and replacement of water mains, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on **Exhibit A** attached hereto ("Easement Property"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. Grantor reserves the right to substitute a new Easement location if, in the opinion of the Grantor, such relocation is necessary; however, should the Grantor so elect to make such a substitution, the actual reasonable costs of designing, relocating/reconstructing the Facilities shall be paid in full by Grantor and a new and suitable easement shall be provided the City at no cost to the City.

5. City and Grantor are bodies politic and corporate of the State of Utah and are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq. of the Utah Code, as the same may be amended (the "Act"). Subject to the Act and up to the limitations of liability established in Section 63G-7-604 of the Act, Grantor will indemnify save harmless and defend City from and against any loss, cost, or expense, to the extent arising out of the Grantor's fault or negligence related to the Easement or the Easement Property. Subject to the Act, City will indemnify save harmless and Grantor from and against any loss, cost, or expense, to the extent arising out of City's fault or negligence related to the Easement or the Easement Property.

WITNESS the hand of the Grantor this 19th day of March, 2018.

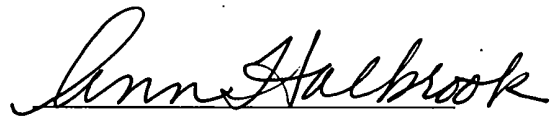
UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah



By: Patricia A. Ross
Its: CHIEF STRATEGY OFFICER

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

The foregoing instrument was acknowledged before me this 19th day of March, 2018, by Patricia A. Ross, Chief Strategy Officer of the University of Utah, a body politic and corporate of the State of Utah.



NOTARY PUBLIC

Residing at:
Salt Lake City

My Commission Expires:
5/15/2020



EXHIBIT "A"

A 30-foot easement and right of way 15 feet on each side of the following described CENTERLINE: Beginning at a point on an existing Salt Lake City 16" ductile-iron water main (extension 35-4037), said POINT OF BEGINNING being N36°52'18"W, a distance of 4224.0 feet from the SE COR SEC 3, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; said POINT OF BEGINNING also being N00°01'26"E, a distance of 699.3751' and S45°44'04"E, a distance of 5662.9147 feet from Monument USFS-1 to the POINT OF BEGINNING; running the following courses and distances; thence N45°30'50"W, a distance of 306.01 feet; thence N1°29'30"W, a distance of 73.7 feet; thence N46°27'W, a distance of 1198.0 feet; thence N48°02'30"W, a distance of 72.0 feet; thence N46°0'29"W, a distance of 1578.80 feet; thence S51°55'57"W, a distance of 61.66 feet; thence N46°41'23"W, a distance of 575.86'; thence N47°29'59"W, a distance of 4.97'; thence N02°49'19"W, a distance of 27.16'; thence N41°49'23"W, a distance of 93.74'; thence N41°44'32"W, a distance of 46.56'; thence N67°03'50"W, a distance of 13.37'; thence N45°01'18"W, a distance of 17.77'; thence N82°42'03"W, a distance of 86.99'; thence N76°29'01"W, a distance of 53.86'; thence N59°43'53"W, a distance of 43.69'; thence N36°37'45"W, a distance of 79.44'; thence N14°48'36"W, a distance of 2.78'; thence N15°44'52"W, a distance of 75.77'; thence N38°08'20"W, a distance of 583.99'; thence N49°31'52"W, a distance of 131.18'; thence N30°35'15"W, a distance of 155.64'; thence N24°10'16"W, a distance of 102.60'; thence N19°45'47"W, a distance of 363.47'; thence N27°57'05"W, a distance of 210.05'; thence N03°10'03"E, a distance of 45.88'; thence N32°58'37"E, a distance of 371.65' to the point of curvature of a non-tangent curve, concave to the southwest, having a radius of 90.27' a central angle of 105°18'32", and a chord of 143.53' bearing N28°14'12"W; thence Northeast along said curve, a distance of 165.92'; thence S63°39'13"W, a distance of 233.40'; thence S79°12'46"W, a distance of 67.24' to a point on the University of Utah west boundary; said point being the POINT OF ENDING.