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6/12/2019 8:06:00 AM \$40.00
Book - 10790 Pg - 7883-7888
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MILLER HARRISON LLC
BY: eCASH, DEPUTY - EF 6 P.

Return to:
CW THE CHARLI, LLC
1222 W Legacy Crossing Blvd Suite 6
Centerville, UT 84014

Project Name: CW the Charli

UNDERGROUND RIGHT OF WAY EASEMENT

The University of Utah, a body politic and corporate of the State of Utah ("Grantor"), hereby grants to CW The Charli, LLC, its successors and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, an easement for right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal (collectively, "Construction and Maintenance") of the following equipment and fixtures of Grantee: underground sewer lines and all necessary or desirable accessories and appurtenances thereto (the "Sewer Facilities"), on, across, or under the surface of certain real property of Grantor situated in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof together with the right of access to the right of way from adjacent lands of Grantor as may be reasonably necessary for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of structures, buildings and other hazards which endanger Grantee's facilities or unreasonably impede Grantee's activities, all subject to the terms, conditions and limitations set forth below.

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

1. The Construction and Maintenance of the Sewer Facilities and everything relating thereto shall be performed: (i) in a safe and workmanlike manner, in accordance with all applicable laws, (ii) without cost or expense to the Grantor, and (iii) and in such manner as shall not unduly interfere with the operations of Grantor or the owners or occupants of adjacent properties.
2. During Construction and Maintenance periods, Grantee and its contractors may use only such portion of Grantor's property along and adjacent to the right of way and easement as is reasonably necessary in connection with the Construction and Maintenance of the Sewer Facilities. The contractor performing the work shall promptly restore all property through which the work traverses to as near its original condition as is reasonably possible.
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 the negligence of Grantee in connection with its use of the easement or the Construction and Maintenance of the Sewer Facilities hereunder.
4. Grantor reserves the right to substitute a new right of way and 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 the Sewer Facilities shall be paid in full by Grantor and a new and suitable easement shall be provided to Grantee from Grantor at no cost to the Grantee.

5. In the event the Sewer Facilities as installed must be moved to another location as the result of future legislation or conduct by third parties over which Grantor has no control, Grantee shall at its expense move the Sewer Facilities unless Grantee is successful in causing the responsible third parties to pay for such expense.
6. Grantor expressly reserves the right to construct, use and maintain across, over and/or under the right of way and easement 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 by Grantee of the easement herein granted. Grantee acknowledges and agrees that the roadway and dock and other improvements currently located on the easement property, or later restored pursuant to Section 2 above, do not create any unreasonable interference with the use of Grantee's easement or endanger the Sewer Facilities or unreasonably impede Grantee's activities in connection with the Sewer Facilities.
7. In the event Grantee should no longer use and/or abandons and/or removes the Sewer Facilities described herein, the right of way and easement herein described will revert back to the Grantor.
8. Grantor makes no representations or warranties whatsoever with respect to the physical condition or suitability of the easement property or Grantor's adjacent property. Construction and Maintenance of the Sewer Facilities and use of the easement property and Grantor's adjacent property shall be at the sole risk of Grantee.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WITNESS the hand of the Grantor this 10TH day of June, 2019.

The University of Utah

By: 

Name: Patricia A. Ross

Title: Chief Business Strategy Officer

WITNESS the hand of the Grantee this _____ day of June, 2019.

CW The Charli, LLC

By: _____ *Colin H. Wright*

Name: _____ *Colin H. Wright*

Title: _____ *Manager*

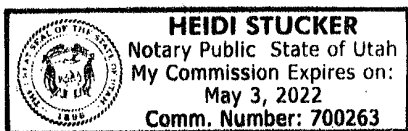
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of June, 2019, by PATRICIA A. ROSS, Chief Business Strategy Officer of the UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah.

[Handwritten Signature]

Notary Signature and Seal



My commission expires: May 3, 2022

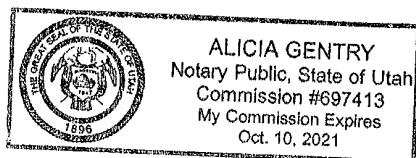
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF Davis SALT LAKE)

On the 11 day of June, personally appeared before me, Colin H. Wright, who being by me duly sworn, did say that he/she executed the foregoing instrument as the Manager of CW The Charli, LLC and he/she acknowledged to me that CW The Charli, LLC executed the same.

[Handwritten Signature]

Notary Signature and Seal



My commission expires: Oct 10, 2021

Exhibit A

Property Description:

Part of Parcel # **15122770200000**

Sewer Line Easement

Beginning at the Northwest corner of Lot 11, Walkers Subdivision of Block 4, Plat "A", Salt Lake City Survey; said point being on the south right-of-way line of 800 South Street; said point also being North 89°56'40" East, along the monument line, 222.87 feet and North 00°03'20" West, 723.61 feet from a Salt Lake City Survey Monument located in the intersection of 900 South Street and West Temple Street; and running thence South 00°01'48" East, 74.11 feet; thence South 87°31'16" West, 15.01 feet; thence North 00°01'48" West, 74.78 feet; thence South 89°55'15" East, 15.00 feet to the point of beginning.

Contains: 1,117 Sq. Ft.

8101 SOUTH
PLAT 749

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