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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 thirty foot (30') 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, lying 10 feet westerly of and 20 feet easterly of, adjacent and parallel to the line which is described as follows:

Beginning at a point S 42°15'30" E 9160.378 feet and S 89°59'50" W 1801.033 feet and N 0°02'01" W 510.00 feet from the northwest corner of Section 4, T1S, R1E, SLB&M, and running thence S 50°34' E 12.95 feet; thence S 0°02'01" E 501.77 feet more or less to the south line of said property.

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

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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.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 20th day of July, 1983.

1530 S. West Temple
S.C. 34115

KATHLEEN
RECORDS
SALT LAKE COUNTY

AUG 5 4 17 PM '83

S.C. Dept. of Public Utilities

REQ OF

Signatures

No fee

THE UNIVERSITY OF UTAH

By: Walter P. Gnemi
Vice President for Administrative Services

APPROVED AS TO FORM
DAVID L. WILKINSON
Attorney General
By Walter P. Gnemi

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

On the 20th day of July, 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.

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Walter P. Gnemi
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:
10-14-85