

11808936
2/24/2014 4:44:00 PM \$33.00
Book - 10213 Pg - 1795-1805
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 11 P.

When Recorded, Return To:
Redevelopment Agency of Salt Lake City
451 South State Street, # 418
P.O. Box 145518
Salt Lake City, Utah 84114-5518
Attn: Ed Butterfield

RECORDED

FEB 24 2014

CITY RECORDER

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of February 24, 2014, by and between the Local Building Authority of Salt Lake City, Utah, a Utah non-profit corporation acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of Salt Lake City Corporation ("**Developer**"), and the Redevelopment Agency of Salt Lake City, a public body ("**RDA**"); individually a "Party" and collectively, the "Parties".

BACKGROUND:

A. Developer owns certain property in Salt Lake City more particularly described on Exhibit A attached hereto (the "**Developer Property**");

B. RDA owns certain adjoining property in Salt Lake City more particularly described on Exhibit B attached hereto (the "**RDA Property**"); and

C. Developer and RDA, in connection with the planned development of the Developer Property and the RDA Property, desires that each Party have the right to use certain portions of the other Party's property for underground utilities;

D. Each Party is willing to grant an easement over and across such Party's property in order to create a utility corridor to permit the construction, operation and maintenance of such utilities as may be required in connection with the development and operation of the Developer Property and the RDA Property, all on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises, the Parties agree as follows:

1. Grant of Easement.

(a) Developer does hereby grant to RDA with respect to Developer Property, and RDA does hereby grant to Developer with respect to the RDA Property, a non-exclusive right-of-way and easement over and across those portions of the Developer Property and the RDA Property as described in Exhibit C and Exhibit D attached hereto (such property described in Exhibit C and Exhibit D herein defined as the "**Utility Corridor**") to lay, maintain, operate, repair, inspect, protect, remove and replace underground sanitary sewer, storm drain, electrical, water, gas, telephone, fiber optic, communications and other utility lines (the "**Utilities**"). Each of RDA and Developer shall have the right of ingress and egress to and from this right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace the Utilities. During temporary periods, each of RDA and Developer may make incidental use of such other

portions of the Developer Property or the RDA Property, as applicable, as may be reasonably necessary in connection herewith, provided that any such incidental use can be accomplished without causing injury to any improvements located on the Developer Property or the RDA Property. The Parties understand and agree that Salt Lake City Corporation may act as agent of Developer with respect to this Agreement.

(b) All Utilities must at such depth underground at all points in the Developer Property and the RDA Property so as to comply with applicable Salt Lake City regulations and requirements with respect to the placement of underground utilities.

(c) Each Party shall give the other Party not less than thirty (30) days advance written notice of such Party's intent to construct, maintain, remove or replace any Utilities (collectively, "**Utility Work**") which would involve any disturbance of the surface, and the Party commencing such Utility Work agrees that any such Utility Work will be done in the most expeditious manner reasonably possible. The Party performing such Utility Work shall be responsible for all costs and expenses associated with the exercise of its rights hereunder. In the event the surface of the other Party's property is disturbed by a Party pursuant hereto, the Party so disturbing the surface of the other Party's property shall promptly restore such surface to its existing condition prior thereto.

(d) No Party shall build or construct any building or other permanent improvement over or across the Utility Corridor.

(e) Each Party reserves the right to hereafter relocate the Utility Corridor on its property; provided that (i) such relocation shall be compatible with the current location of the Utility Corridor on the other Party's property, (ii) such relocation shall not materially reduce or unreasonably impair the usefulness or function of the easements created hereby (either permanently or temporarily) and (iii) such Party shall pay all expenses associated with the relocation of the Utility Corridor. Each Party agrees to execute any amendment hereto relocating the Utility Corridor upon the satisfactory relocation of the Utility Corridor.

2. **Tie-In.** Provided that (i) such usage will not adversely affect either Party's ability to use the Utilities as planned for the development of the Developer Property and the RDA Property and (ii) each Party reasonably approves the engineering plans and specifications therefor, each Party at its expense may tie into any existing Utilities located within the Utility Corridor at any time. The Party which ties into any existing Utilities shall provide to the other Party at least thirty (30) days prior to date of any planned construction copies all engineering plans and specifications for such tie-in.

3. **Maintenance.** Each Party shall keep the Utilities that it installs within the Utility Corridor in good repair and condition at all times and shall, as promptly as is reasonable under the circumstances, repair any Utilities installed by such Party which are broken or leaking. The foregoing sentence shall not be construed to prevent the Parties from developing a shared maintenance structure with respect to any Utilities located within the Utility Corridor that may be shared by the Developer Property and the RDA Property. Each Party will be responsible for and pay the other Party for any damages occasioned to the other Party by such Party or its employees or agents in laying, repairing, renewing, or removing the Utilities, or by reason of the Utilities

breaking or leaking, or that may result from any reason or cause to the other Party in consequence of the granting by the other Party of the easement hereunder.

4. Nature of Easement. For the purpose of the easements, rights and privileges provided under Section 1, (i) with respect to the easement granted to RDA with respect to the Developer Property, the RDA Property, or any part thereof, shall constitute the dominant estate and the Developer Property shall constitute the servient estate; and (ii) with respect to the easement granted to Developer with respect to the RDA Property, the Developer Property, or any part thereof, shall constitute the dominant estate and the RDA Property shall constitute the servient estate. Each of the easements, rights, privileges, covenants, restrictions, conditions and provisions granted or created herein create servitudes upon the servient estate in favor of the dominant estate; are appurtenances to the dominant estate; may not be transferred, assigned or encumbered except as an appurtenance of the dominant estate; and shall be covenants which run to the benefit of the owners of all or any portion of the dominant estate, their successors and assigns. As used herein, the term "RDA" shall include RDA and its successors and assigns in the ownership of the RDA Property, and the term "Developer" shall include Developer and its successors and assigns in the ownership of the Developer Property.

5. Indemnification. Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold the other Party (the "**Indemnified Party**"), together with all of its tenants, agents, or employees, harmless from and against all liability, loss or costs incurred, including without limitation reasonable attorneys' fees, arising out of, related to or caused by the Indemnifying Party's acts or omissions to act, use of, or occupancy of the Indemnified Party's Property. The Indemnified Party shall give to the Indemnifying Party prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Indemnifying Party. Each Party shall have the right to participate in the defense of the same to the extent of its own interest.

6. Modifications, Termination, Interpretation and Amendments. Modification, termination or amendments of this Agreement shall take place only by the written agreement of each of the Parties, and shall be effective upon recording such modification, termination or amendment with the Salt Lake County Recorder. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder hereof. This Agreement shall be liberally construed to effect all of its purposes. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no force or effect.

7. Enforcement. Each Party hereto shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all agreements herein contained. The failure of a Party to enforce any agreement herein contained shall not be deemed a waiver of the right to do so thereafter. In the event that any Party commences legal proceedings to enforce any of the terms of this Agreement, the prevailing Party shall receive from the other Party a reasonable sum as attorneys' fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. Notices. All notices, requests, demands, and other communications hereunder will be in writing and will be given by (a) Federal Express (or other established express delivery service which maintains delivery records), (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or such other addresses as the Parties may designate from time to time by written notice in the above manner:

To Developer: Local Building Authority of Salt Lake City, Utah
 Attn: Treasurer
 P.O. Box 145462
 Salt Lake City, Utah 84114-5462

To RDA: Redevelopment Agency of Salt Lake City
 Attn: Executive Director
 451 South State Street, # 418
 P.O. Box 145518
 Salt Lake City, Utah 84114-5518

Such communications may also be given by email or facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices will be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery. Upon at least ten days prior written notice, each Party will have the right to change its address to any other address within the United States of America.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first-above written.

DEVELOPER SIGNATURE PAGE:

LOCAL BUILDING AUTHORITY OF SALT LAKE CITY, UTAH

By: [Signature]
Its: CHARLIE LUKE R

ATTEST:

[Signature]
Secretary/Clerk



Approved as to Form

[Signature]
Senior Salt Lake City Attorney

RECORDED

FEB 24 2014

CITY RECORDER

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of February, 2014, by Charlie Luke, the President of the Local Building Authority of Salt Lake City, Utah, a Utah non-profit corporation acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of Salt Lake City Corporation.



[Signature]
Notary Public
Residing at: SLC, Utah

My Commission Expires:
8-13-16

RDA SIGNATURE PAGE:

REDEVELOPMENT AGENCY OF SALT LAKE CITY

[Signature]
Ralph Becker
Chief Administrative Officer

[Signature]
D.J. Baxter *Justin Belliveau*
Executive Director *Designer*

Approved as to legal form:

[Signature]
Damon Georgelas, RDA Chief Counsel

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of February, 2014, by Ralph Becker, the Chief Administrative Officer of the Redevelopment Agency of Salt Lake City, a public body.

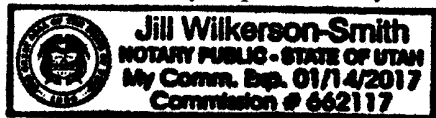
[Signature]
Notary Public
Residing at: SLC, Utah

My Commission Expires:
8/13/16



STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by D.J. Baxter, the Executive Director of the Redevelopment Agency of Salt Lake City, a public body. *Justin Belliveau*



[Signature]
Notary Public
Residing at: _____

My Commission Expires:

MEMORANDUM

To: Mayor Becker, David Everitt, Stan Penfold, Lisa Adams, Eric Shaw,
RDA Staff

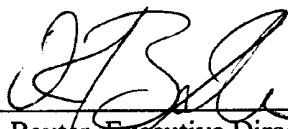
From: D.J. Baxter

RE: Executive Director Designee

Pursuant to Article IV, Section 8 of the By-Laws of the Redevelopment Agency of Salt Lake City (the "Agency"), adopted on the 14th of November 2002, and last amended on the 12th of January, 2010 (the "RDA By-Laws"), please be advised that I will be out of the city February 21 through 25, 2014. During the period of my absence, I hereby designate, pursuant to the RDA By-laws, Justin Belliveau Executive Director Designee, with the authority and power to execute all agreements or contracts authorized for my signature by the Board of Directors of the Agency and consistent with Utah State law, and to sign documents as "Executive Director Designee" as provided in Article IV, Section 8 of the RDA By-Laws. A signature by Justin Belliveau as "Executive Director Designee" shall be binding on the RDA as if signed by the Executive Director.

DATED this 20th day of February, 2014.

REDEVELOPMENT AGENCY OF SALT
LAKE CITY, UTAH



D.J. Baxter, Executive Director

Legal Description of the Developer Property

That certain real property located in Salt Lake County, Utah more particularly described as follows:

LOT 1, MARMALADE DISTRICT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Sidwell No. 08-36-205-035

Legal Description of the RDA Property

LOT A, MARMALADE DISTRICT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Sidwell No. 08-36-205-035

Legal Description of 20' North Easement Corridor

A portion of Lot 6, Block 132, Plat "A", Salt Lake City Survey, lying and situate in the Northeast Quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

COMMENCING at a found Salt Lake City brass cap monument at the intersection of 500 North Street and 300 West Street; thence North 00°01'05" West 62.18 feet along the monument line of said 300 West Street; thence North 89°58'55" East 70.02 feet to the Southwest Corner of Lot 4, Block 132, Plat "A", Salt Lake City Survey; thence North 00°01'28" East 660.24 feet along the East Right-of-Way line of 300 West Street to the Northwest Corner of Lot 5, Block 132, Plat "A", Salt Lake City Survey; thence North 89°59'33" East 181.90 feet along the South Right-of-Way line of 600 North Street to the POINT OF BEGINNING; thence North 89°59'33" East 20.00 feet along said South Right-of-Way line; thence South 00°01'15" West 177.50 feet; thence South 89°59'33" West 20.00 feet; thence North 00°01'15" East 177.50 feet to the POINT OF BEGINNING.

Contains 3,546 Sq. Ft. / 0.081 acres

Legal Description of 20' South Easement Corridor

A portion of Lots 3 and 4, Block 132, Plat "A", Salt Lake City Survey, lying and situate in the Northeast Quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

COMMENCING at a found Salt Lake City brass cap monument at the intersection of 500 North Street and 300 West Street; thence North 00°01'05" West 62.18 feet along the monument line of said 300 West Street; thence North 89°58'55" East 70.02 feet to the Southwest Corner of Lot 4, Block 132, Plat "A", Salt Lake City Survey; thence North 00°01'28" East 119.99 feet along the East Right-of-Way line of 300 West Street to the POINT OF BEGINNING; thence North 00°01'28" East 20.00 feet along said East Right-of-Way line; thence South 89°47'51" East 181.95 feet; thence North 00°01'15" East 190.78 feet to the North line of Lot 3, Block 132, Plat "A", Salt Lake City Survey; thence North 89°59'59" East 20.00 feet along said North line; thence South 00°01'15" West 330.15 feet to the North Right-of-Way line of 500 North Street; thence North 89°59'35" West 20.00 feet along said North Right-of-Way line; thence North 00°01'15" East 119.37 feet; thence North 89°47'51" West 181.95 feet to the POINT OF BEGINNING.

Contains 10,242 Sq. Ft. / 0.235 acres