

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

ENT 59227:2018 PG 1 of 3
Jeffery Smith
Utah County Recorder
2018 Jun 25 04:41 PM FEE 14.00 BY MG
RECORDED FOR Meridian Title Company
ELECTRONICALLY RECORDED

Easement (University)

Utah County	Tax ID No.	41:840:001
	PIN No.	11982
	Project No.	S-0085(10)
	Parcel No.	0085:120:E

University of Utah, a body corporate and politic, of the State of Utah, Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the NW1/4 SW1/4 of Section 2, T.5S., R.1W., S.L.B. & M., to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of the Mountain View Corridor known as Project No. S-0085(10). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the northerly boundary line of said entire tract in the southerly right of way and limited access line of 2100 North Freeway, said point is 929.40 feet (929.38 feet by record) N.89°48'50"E. along the section line and 257.30 feet (257.20 feet by record) South and 49.05 feet S.89°31'49"E. from the West Quarter Corner of said Section 2; said point is also 141.00 feet perpendicularly distant easterly from the Redwood Road Control Line opposite engineer station 699+24.28; and running thence S.89°31'49"E. 10.18 feet along the northerly boundary line of said entire tract; thence S.10°27'07"E. 252.91 feet; thence

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S.05°06'37"E. 489.81 feet; thence N.15°41'53"W. 8.66 feet to the easterly right of way line of Redwood Road; thence N.12°10'38"W. 68.34 feet along said easterly right of way line; thence N.05°06'37"W. 413.01 feet along said easterly right of way line; thence N.10°27'07"W. 254.37 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 7,067 square feet or 0.162 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'01" clockwise to obtain highway bearings.)

Conditions and Limitations. The easement granted herein is subject to all of the following conditions and limitations.

- a. Grantor makes no representations or warranties whatsoever with respect to the physical condition of the easement property described above (the "Easement Property"). Without limiting the generality of the foregoing, all of the rights granted herein are subject to all matters of record or enforceable at law or in equity. Grantee acknowledges that it accesses and uses the Easement Property pursuant to this agreement at its sole risk and hazard.
- b. Grantee shall install, construct, maintain, operate and repair Grantee's improvements without cost or expense to Grantor, in a good and workmanlike manner, and in such a manner as shall not materially interfere with the operations of Grantor.
- c. Both Grantor and Grantee are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. of the Utah Code (as amended) (the "Act"). Nothing in this agreement shall be construed to be a waiver by either such party of any defenses or limits of liability available under the Act. Subject to the Act and up to the limits of liability set forth in the Act, Grantee agrees to indemnify and save harmless Grantor from any and all loss, damage, expense, claims or demands resulting from the negligence of Grantee or its contractors or agents in connection with the Grantee's improvements or Grantee's or its contractor's or agent's use of the Easement Property in connection with any of the rights granted under this agreement.
- d. Grantor reserves the right, in its sole discretion, and at any time, to construct, repair, replace and maintain structures and facilities (including, without limitation, utilities) on or under the Easement Property and the other adjacent Grantpr property, for any purposes and in any manner that does not create unreasonable interference with Grantee's improvements.
- e. In the event Grantee's improvements located on the Easement Property are no longer being used and/or Grantee abandons and/or removes such improvements from the Easement Property, the easement granted herein shall automatically terminate.

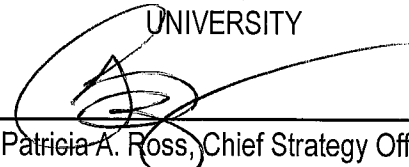
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Updated by Renee Spooner 5-17-18

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IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed by its proper office thereunto duly authorized, this 25th day of MAY, A.D. 2018.

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

University of Utah
UNIVERSITY
By 
Patricia A. Ross, Chief Strategy Officer

On the date first above written personally appeared before me, Patricia A. Ross, who being by me duly sworn, did say that she executed the foregoing instrument as Chief Strategy Officer of the University of Utah and she acknowledged to me that the University of Utah executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:


Notary Public

