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ADAM GARDINER  
Recorder, Salt Lake County, UT  
SNELL & WILMER  
BY: eCASH, DEPUTY - EF 7 P.

**WHEN RECORDED, RETURN TO:**

Wasatch South Hills Development Co., LLC  
595 South Riverwoods Pkwy, Ste. 400  
Logan, UT 84321

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Affects Parcel No: 33-08-151-005

**UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT** (the “**Agreement**”) is made as of October 20, 2017 (the “**Effective Date**”), by **SALT LAKE COMMUNITY COLLEGE**, a body corporate and politic of the State of Utah (“**SLCC**”) and **WASATCH SOUTH HILLS DEVELOPMENT CO., LLC**, a Utah limited liability company (“**Wasatch**”). SLCC and Wasatch are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. SLCC owns certain real property located in Herriman City, Salt Lake County, Utah, referred to herein as the “**SLCC Property**”.

B. Wasatch Residential Group, LLC, a Utah limited liability company (“**Wasatch**”), owns certain real property located in Herriman City, Salt Lake County, Utah, located in the vicinity of the SLCC Property, referred to herein as the “**Wasatch Property**”.

C. SLCC is in the process of developing the SLCC Property and Wasatch is in the process of developing the Wasatch Property.

D. The development of the SLCC Property and the Wasatch Property will require connections to utilities, upon the completion of which, the Parties intend to dedicate to Herriman City or such other governmental authority or utilities company, as applicable, as part of a public utility easement.

E. SLCC desires to establish and grant to Wasatch a temporary non-exclusive utility easement over and across certain portions of the SLCC Property, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the rights and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Utility Easement.**

(a) **Grant of Easement.** SLCC hereby conveys, declares, and grants for the benefit of Wasatch, a temporary non-exclusive easement (the “**Utility Easement**”), over, under, upon, and across that certain strip of the SLCC Property approximately ten (10) feet in width described on **Exhibit A** and depicted as the “10’ Power Easement” on **Exhibit B** (the “**Easement Area**”), for the purpose of installation, construction, maintenance, use, repair, replacement, and removal of underground power utility lines and facilities as may be necessary or appropriate to permit development of the Wasatch Property, including, but not limited to, connection of the utilities with the Rocky Mountain Power facilities at the north end of the Easement Area, together with the right to enter upon the surface or any portion of the Easement Area to implement the foregoing rights.

SLCC intends that the utilities constructed within the Easement Area will be located within a future public utility easement.

(b) Term. The Utility Easement shall continue until such time as there is a dedicated public utility easement over the Easement Area, accepted by Herriman City, or such other governmental authority or utilities company, as applicable (the “**Term**”). Upon such dedication, the Utility Easement and all rights and obligations under this Agreement shall automatically terminate.

(c) Use. Subject to temporary obstructions for construction, repair, and maintenance, each Party’s use of the Easement Area shall not interfere with the other Party’s use of the Easement Area. No permanent obstructions shall be located by the Parties on the Easement Area, except as expressly provided in this Agreement.

(d) Construction; Maintenance. During the term of the Utility Easement, Wasatch shall construct, maintain, repair, and replace the power utility improvements located within the Easement Area. Notwithstanding anything to the contrary contained in this Agreement, each Party shall be responsible to repair any damage to the Easement Area caused by said Party, or such Party’s respective agents, invitees, customers, employees, and contractors (collectively, “**Permittees**”).

2. Covenant to Dedicate. SLCC hereby covenants to dedicate the Easement Area, including any improvements located therein, to Herriman City, or such other governmental authority or utilities company, as applicable, upon such time as SLCC commences developing the SLCC Property. The Parties shall cooperate with each other to effectuate such dedication(s).

3. Indemnification. Within the limits of the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended, SLCC shall indemnify, defend, and hold harmless Wasatch and its affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys’ fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of SLCC, arising out of the performance of any of the obligations set forth in this Agreement or SLCC’s or its Permittee’s use of the Easement Area, except to the extent such claims are due solely to the gross negligence or willful act or omission of Wasatch. The obligations of this section shall survive the termination of this Agreement.

4. Rights Run With The Land. The Utility Easement granted hereby and the associated terms and provisions of this Agreement related thereto shall touch, concern, and run with the Easement Area and are binding upon all successors-in-title for the duration of the Term as set forth in Section 1(b) hereof.

5. Dedication; No Merger. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the easement created hereby. The Parties agree that SLCC and Wasatch may dedicate the improvements located under the Easement Area to a utilities company, and the Easement Area, to a governmental authority as described in Sections 1(b) and 2.

6. Amendments. No modification, waiver, or amendment of any provision of this Agreement shall be made except by a written agreement signed by the Parties hereto, or their successors or assigns, and recorded in the Salt Lake County Recorder’s Office.

7. **Severability.** If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Rule Against Perpetuities.** To the extent that any provision of this Agreement would otherwise be invalid or unenforceable due to a violation of the rule against perpetuities, the same shall be construed and interpreted *ut res magis valeat quam pereat* (so that it shall have effect rather than be destroyed), as though it were expressly stated that the happening of any contingency or event must take place, if at all, within the maximum period permitted therefor in order not to violate said rule.

9. **Attorneys' Fees.** In the event of any action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to receive its costs and attorneys' fees.

10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah, without giving effect to its conflict of laws principles.

11. **Exhibits.** All references in this Agreement to exhibits shall, unless otherwise expressly provided, be deemed to be references to the exhibits attached to this Agreement. All such exhibits attached hereto are incorporated into this Agreement as though fully set forth herein.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter contained in this Agreement.

*[Signatures and Acknowledgements Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**SLCC:**



**SALT LAKE COMMUNITY COLLEGE,**  
a body corporate and politic of the State of Utah

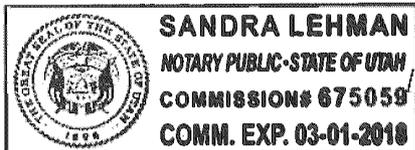
STATE OF UTAH )  
 )  
COUNTY OF Salt Lake ) : ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2017, by SALT LAKE COMMUNITY COLLEGE, a body corporate and politic of the State of Utah.

WITNESS my hand and official seal.

  
Notary Public

My Commission Expires: 3-1-18



*Signatures Continue on Follow Page]*



**EXHIBIT A**  
**[Legal Description of Easement Area]**

A UNIFORM STRIP OF LAND FOR PURPOSES OF AN POWER EASEMENT LOCATED IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING 10 FEET WIDE, EACH SIDE BEING FIVE FEET (5') OFF THE DESCRIBED EASEMENT CENTERLINE WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 00°33'23" EAST ALONG THE CENTER QUARTER LINE OF SECTION 8, A DISTANCE OF 1067.43 FEET AND WEST 1069.81 FEET TO THE EASTERLY BOUNDARY LINE OF THE PROVO RESERVOIR CANAL (a.k.a. WELBY CANAL) AS DESCRIBED IN THAT CERTAIN PLAT FOR SOUTH HERRIMAN, AS ENTRY NO. 11635733 IN BOOK 2013P AT PAGE 77 IN THE SALT LAKE COUNTY RECORDERS OFFICE, AND TO THE POINT OF A 1090.00 FOOT RADIUS NON-TANGENT CURVE, FROM THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTHWESTERLY 155.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°11'52" (WHICH THE RADIUS POINT BEARS SOUTH 43°24'08" EAST AND THE LONG CHORD BEARS SOUTH 42°29'56" WEST 155.82 FEET); THENCE SOUTH 38°24'00" WEST, A DISTANCE OF 681.19 FEET; THENCE SOUTH 44°45'19" WEST, A DISTANCE OF 9.03 FEET; THENCE SOUTH 38°24'20" WEST, A DISTANCE OF 559.35 FEET; THENCE SOUTH 42°40'11" WEST, A DISTANCE OF 160.45 FEET; THENCE SOUTH 38°24'00" WEST, A DISTANCE OF 274.33 FEET TO THE TERMINUS OF THIS DESCRIPTION.

CONTAINS 18,470.31 SQ/FT or 0.424 ACRES

