

13008779
06/13/2019 04:07 PM \$40.00
Book - 10791 Pg - 6109-6114
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
215 S STATE ST
STE 380
SALT LAKE CITY UT 84111
BY: NUP, DEPUTY - WI 6 P.

WHEN RECORDED MAIL TO:

Salt Lake City Corporation
City Recorder's Office
451 South State Street, Rm. 415
PO Box 145515
Salt Lake City, Utah 84114-5515

Parcel No. _____

RECORDED

JUN 12 2019

STORM DRAIN FACILITIES EASEMENT

CITY RECORDER THIS STORM DRAIN FACILITIES EASEMENT (the "Agreement") is made this 13 day of June 2019, between DOWNTOWN SLC B LLC, a New York limited liability company ("Grantor"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of certain real property located at approximately 350 East 400 South, Salt Lake City, Utah and known as Salt Lake County Assessor's Parcel No. 16-06-405-022-0000 as more particularly described on Exhibit A, attached ("Grantor's Property").
16-06-405-021-0000

B. Grantee is the owner of certain real property adjoining or abutting the Grantor's Property commonly known as Blair Street located approximately at 350 East, Salt Lake City, Utah ("Grantee's Property").

C. Grantor purchased Grantor's Property from Grantee and is constructing a development on Grantor's Property pursuant to a Development Agreement between Grantor and Grantee (the "Project").

D. Certain storm drain and detention facilities ("Facilities") owned and operated by Grantee are located on Grantor's Property.

E. Grantor is willing to grant a perpetual easement to Grantee upon, over, under, across and through the Easement Area for the operation, inspection, servicing, maintenance, repair, and alteration of the Facilities.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Easement. Grantor, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Grantee, a nonexclusive easement over, across and under the Easement Area for the reconstruction, repair, maintenance, operation, and replacement of the

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

Facilities on the terms and in accordance with this Agreement, as further described and depicted in Exhibits B and C, attached (the "Easement Area").

2. Grantee's Maintenance, Repair, and Replacement of the Facilities. Grantee shall have the right to design, install, construct, operate, maintain, repair, remove and replace any material(s) comprising the Facilities from time to time as Grantee may require. Grantee shall have the right of ingress and egress to and from the Facilities over and across the Easement Area for such purposes. In the event that Grantee disturbs any improvements within the Easement Area in connection with the construction, maintenance, repair or replacement of the Facilities, Grantee shall restore the Easement Area and improvements to substantially the same condition as existed immediately prior to such activities causing a disturbance.

3. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

4. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Grantor represents it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

[SIGNATURE PAGE FOLLOWS]

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

GRANTOR:

DOWNTOWN SLC B, LLC, a New York
limited liability company

By:  _____

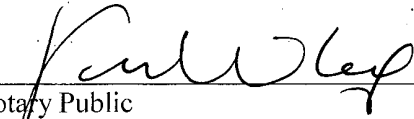
Its: Authorized Signatory

STATE OF LOUISIANA)

:SS

PARISH OF ORLEANS)

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by Matthew Schwartz, Authorized Signatory of Downtown SLC B, LLC a New York limited liability company who duly acknowledges to me that said instrument was executed by authority.



Notary Public

Vanessa W. Graf
Attorney/Notary Public
State of Louisiana
LSBA No. 36860

EXHIBIT A

(Grantor's Property)

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET, SAID POINT IS 724.00 FEET N 00°02'38"W. ALONG THE MOUNUMENT LINE OF 300 EAST STREET AND 386.95 FEET N. 89°46'07" E. FROM THE SALT LAKE CITY MONUMNET LOCATED THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET, SAID POINT IS ALSO 319.45 FEET N.89°46'07"E. ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET FROM THE NORTHWEST CORNER OF SAID BLOCK 35 (NOTE: BASIS OF BEARING IS N.00°02'38"W. ALONG THE MONUMENT LINE BETWEEN MONUMENTS AT THE INTERSECTIONS OF 400 SOUTH 300 EAST AND 500 SOUTH 300 EAST); AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N.89°46'07"E. 65.03 FEET; THENCE S.00°02'00"W. 165.06 FEET; THENCE N 89°46'07"E. 37.31 FEET; THENCE S.00°13'59"E. 165.06 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 N.89°45'54"E. 74.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2 S.00°13'55"E. 64.03 FEET; THENCE S.89°45'54"W 130.91 FEET TO THE BEGINNING OF A 54.80 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID URVE 7.94 FEET THROUGH A DELTA OF 08°18'10" (NOTE; CHORD TO SAID CURVE BEARS N.33°50'29"W. FOR A DISTANCE OF 7.93 FEET); THENCE N 37°59'32"W 61.16 FEET TO THE BEGINNING OF A 14.80 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 9.75 FEET THROUGH A DELTA OF 37°45'30" (NOTE; CHORD TO SAID CURVE BEARS N.19°06'48"W. FOR A DISTANCE OF 9.58 FEET); THENCE N.00°14'05"W 330.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 37,347 SQUARE FEET OR 0.857 ACRE IN AREA, MORE OR LESS.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

EXHIBIT B

(Easement Area)

STORM DRAIN STRUCTURE EASEMENT LEGAL DESCRIPTION

A PORTION OF LOT 2 OF BLOCK 35, OF THE OFFICIAL SALT LAKE CITY SURVEY "PLAT B", AND ALSO SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

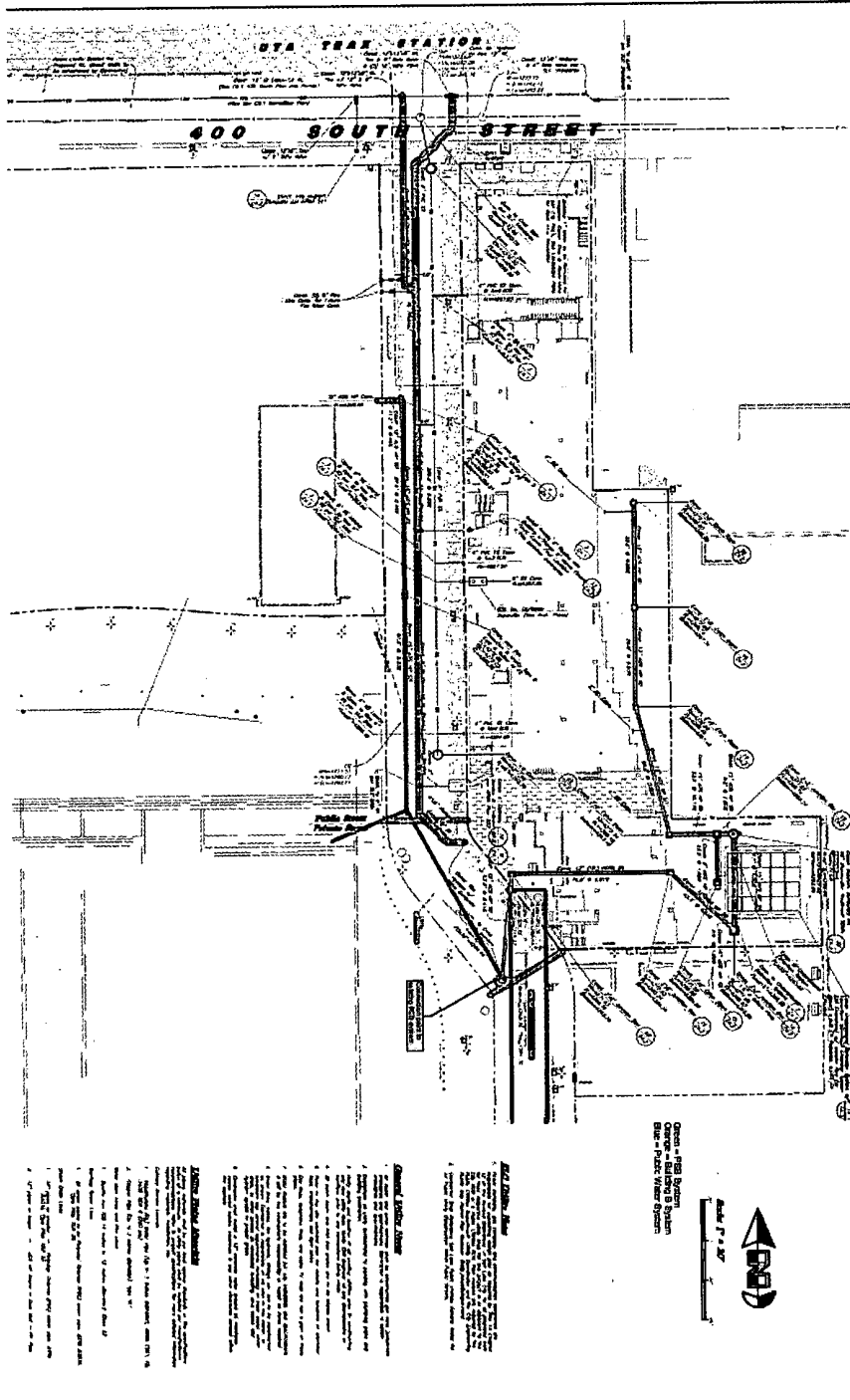
BEGINNING AT A POINT IN THE WESTERLY LINE OF LOT 3B OF SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED RECORDED AS ENTRY NO. 12944879 IN BOOK 2019P AT PAGE 80 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; SAID POINT IS 339.85 FEET N.00°02'38"W. ALONG THE MONUMENT LINE OF 300 EAST STREET AND 427.49 FEET EAST FROM THE SALT LAKE CITY MONUMENT LOCATED THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET, SAID POINT IS ALSO 8.25 FEET NORTH AND 5.72 FEET WEST FROM THE SOUTHWEST CORNER OF SAID LOT 3B (NOTE: BASIS OF BEARING IS N.00°02'38"W. ALONG THE MONUMENT LINE BETWEEN MONUMENTS AT THE INTERSECTIONS OF 400 SOUTH 300 EAST AND 500 SOUTH 300 EAST); AND RUNNING THENCE ALONG SAID WESTERLY LOT LINE N.37°59'32"W. 28.45 FEET; THENCE S.89°44'03"E. 17.69 FEET; THENCE S.00°27'45"W. 22.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 198 SQUARE FEET OR 0.005 ACRE IN AREA, MORE OR LESS.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

EXHIBIT C

(Depiction of Easement Area)



PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515