After Recording Return To:

MASONIC TEMPLE ASSOCIATION Attn: Jason Woodland 650 East South Temple Salt Lake City, UT 84102

Parcel No: 16-06-227-024

NCS-1011401-SLC1

13479633 12/1/2020 2:51:00 PM \$40.00 Book - 11071 Pg - 6336-6339 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 4 P.

(Space above for recorders use only)

SEWER EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **MASONIC TEMPLE ASSOCIATION, a Utah non-profit corporation**, Grantor, hereby grants, conveys, sells, and sets over unto **MASONIC TEMPLE ASSOCIATION, a Utah non-profit corporation,** as Grantee, its successors and assigns, a perpetual Sewer Easement for the operation, maintenance, repair, alteration and replacement of a sewer line and facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, described as follows:

See attached Exhibit A and Exhibit B.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. Grantee shall conduct all construction and maintenance activities to minimize interference with Grantor's (or its tenant's) adjacent property, shall protect the public from injury and shall restore the easement property (and any of Grantor's or its tenant's adjacent property damaged thereby) to the reasonable satisfaction of Grantor (and its tenant) upon completion of any construction and/or maintenance activities. Grantor reserves the right to traverse the easement property, and to use the same for any surface improvements not inconsistent with Grantee's permitted use of the easement property; provided, however, at no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind within the boundaries of said perpetual easement. The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless Grantor, Grantor's employees, agents, tenants and independent contractors and Grantor's successors and assigns against any and all liability caused by any negligent acts of Grantee or Grantee's agents, and/or arising out of, related to or connected with this agreement. Grantee shall obtain and maintain (or Grantee shall require the Grantee's agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's (or Grantor's tenant's) property. It is the express intent of Grantor and Grantee that this easement remain in full force and effect and that the easement herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Grantor or Grantee or its/their successor-in-interest, notwithstanding the fact that Grantor/Grantee is the owner of the

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benefitted and burden parcels and may presently or may in the future have the sole right to possess or sell and divest itself of both of the parcels.
Witness, the hand of said Grantor, this <u>24th</u> day of <u>November</u> , 2020.
MASONIC TEMPLE ASSOCIATION, a Utah non-profit corporation
vason Woodland, President
STATE OF UTAH) ss.
) ss. COUNTY OF Salt Lake)
On the <u>QU</u> day of <u>Nocember</u> , 2020 personally appeared before me Jason Woodland, who being duly sworn, did say that he/she is the President of the Masonic Temple Association, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.
Welliam Montroe. Notary Public

Exhibit A

Sewer Easement

A sewer easement being a strip of land 10.00 feet in width lying entirely within that tract of land described in that Quit Claim Deed recorded May 8, 2020 as Entry No. 13265171 in Book 10940, at Page 6999 in the Office of the Salt Lake County Recorder. Said easement is located in Lots 3 and 4, Block 60, Plat "B", Salt Lake City Survey in the Northeast Quarter of Section 6 and Northwest Quarter of Section 5, Township 1 South, Range 1 East, Salt Lake Base and Meridian. Said 10.00 – foot strip of land lies 5.00 feet on each side of the following described centerline:

Beginning at a point on a westerly boundary line of said entire tract in the easterly right of way line of 600 East Street, which is 280.06 feet S. 00°01'25" E. and 67.41 feet East from the Salt Lake City brass cap monument marking the intersection of South Temple Street and 600 East Street; thence N. 80°42'56" E. 29.85 feet; thence East 41.49 feet; thence S. 80°03'04" E. 57.51 feet; thence East 157.69 feet; thence North 21.42 feet to the Northerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin on the westerly boundary of said entire tract and easterly right of way line of 600 East Street and terminate at the northerly boundary line of said entire tract.

The above described sewer easement contains 3,080 square feet in area or 0.070 acres, more or less.

EXHIBIT "B"

By this reference, made a part hereof.

BASIS OF BEARING:

S. 00°01'25" E. along the Monument line between the Salt Lake City brass monument at the intersection of South Temple Street and 600 East Street and the Salt Lake City brass monument at the intersection of 100 South Street and

said 600 east Street.

Exhibit B

