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11/18/2021 3:58:00 PM \$40.00  
Book - 11271 Pg - 1081-1089  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 9 P.

When recorded, return to:

Fabian VanCott  
Attn: Scott R. Sabey  
215 South State Street, Suite 1200  
Salt Lake City, UT 84111

Affecting Tax ID Nos.: 150112902900 (Grantor Property)  
150113213300 (Grantee Property)

## WELL EASEMENT

This Well Easement Agreement (the "Agreement") is entered into on this <sup>18<sup>th</sup></sup>~~17<sup>th</sup>~~ day of <sup>November</sup>~~May~~, 2021 (the "Effective Date") by and between TELEGRAPH EXCHANGE, LLC, a Utah limited liability company, as "Grantor," and WESTGATE LOFTS CONDOMINIUM ASSOCIATION, as "Grantee."

### RECITALS

A. Grantor owns certain real property situated within Salt Lake County, as more particularly described on Exhibit A, attached hereto and incorporated by this reference (the "Grantor Property").

B. Grantee owns certain real property situated within Salt Lake County and adjacent to the Grantor Property, as more particularly described on Exhibit B, attached hereto and incorporated by this reference (the "Grantee Property").

C. Grantee is the owner of a non-consumptive water heat pump system, which diverts underground water from a well located on the Grantee Property (the "Diversion Well"), which Diversion Well is more particularly located at South 1421 ft. West 2914 ft. from the northeast corner, Section 01, Township 1 South, Range 1 West, Salt Lake Base and Meridian (the "Diversion Well Site"), and which heat pump system returns the water into the ground via an injection well on the Grantor Property (the "Injection Well"), which Injection Well is more particularly located at South 1436 ft. West 2698 ft. from the northeast corner, Section 01, Township 1 South, Range 1 West, Salt Lake Base and Meridian (the "Original Injection Well Site").

D. Grantor intends to construct a multi-family housing project with parking over the Original Injection Well Site.

E. Grantor shall relocate, at Grantor's sole cost and expense, the Injection Well from the Original Injection Well Site to the location more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "New Injection Well Site").

F. Grantor desires to grant to Grantee a non-exclusive easement for the New Injection Well Site, as well as a non-exclusive easement for pedestrian ingress and egress across the Grantor Property to access the New Injection Well Site and maintain the Injection Well.

G. Grantee agrees to waive, relinquish and abandon any rights or claims Grantee may have to the Original Injection Well site and any rights related thereto upon Grantor's completion of the new Injection Well at the New Injection Well Site.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Well Easement; Vacation of Original Injection Well Site. Grantor grants to Grantee a non-exclusive easement (the "New Well Easement") on, over, across, under and through that portion of the Grantor Property that is more particularly described and depicted on Exhibit C attached hereto and incorporated here by this reference (the "New Well Easement Parcel"), for the purpose of installing, constructing, operating, using, maintaining, inspecting, and repairing the New Injection Well on the New Well Easement Parcel. Grantee unconditionally and irrevocably relinquishes, abandons, vacates and waives all rights, easements, and covenants Grantee may enjoy with respect to the Original Injection Well Site at such time as Grantor has completed the relocation of the new Injection Well to the New Well Easement Parcel.

2. Access Easement. Grantor grants to Grantee a non-exclusive easement (the "Access Easement") on, over, and across that certain portion of the Grantor Property more particularly described and depicted on Exhibit D, attached hereto and incorporated herein by this reference (the "Access Easement Parcel") for the purpose of allowing pedestrian ingress and egress over and across Access Easement Parcel in order to enter upon the New Well Easement Parcel and utilize the New Well Easement Parcel for the specific purposes authorized by this Agreement. Grantee and its agents, servants, employees, consultants, contractors, and subcontractors shall have pedestrian ingress and egress over and across Access Easement Parcel in order to enter upon the New Well Easement Parcel and utilize the New Well Easement Parcel for the specific purposes authorized by this Agreement.

3. Abandonment of Injection Well. In the event that Grantee decides to abandon the Injection Well or the Diversion Well or ceases to make use of the Diversion Well or the Injection Well for a period of one (1) year, this Agreement and the New Well Easement and Access Easement granted herein shall automatically terminate, and either party may record an instrument providing notice of such termination, and Grantee shall, at its sole cost and expense, close, cap and abandon the Injection Well and the Diversion Well and all appurtenant improvements pertaining thereto in a good and workmanlike manner and in accordance with all applicable state and local statutes, ordinances, rules, and regulations.

4. Grantor's Use of the Land. Grantor hereby reserves the right to use the New Well Easement Parcel and Access Easement Parcel for any use not inconsistent with Grantee's permitted use of the New Well Easement Parcel and Access Easement Parcel. Grantor may not alter or interfere with the Injection Well or the Diversion Well or any related appurtenance thereto, and shall promptly reimburse Grantee for any repair of damage to the Injection Well or the Diversion Well or related appurtenances caused by Grantor or Grantor's agents, servants, employees, or assigns.

5. Grantor's Right to Relocate.

a. Access Easement Parcel. Grantor shall have the right, from time to time, to relocate the location of the Access Easement Parcel to another location on the Grantor Property, provided that the relocation of Access Easement Parcel shall not unreasonably impair the ability of Grantee to have pedestrian access to Well Easement Parcel for the purposes authorized by this Agreement.

b. New Well Easement Parcel. Grantor shall have the right, from time to time, to relocate the location of the New Well Easement Parcel to another location on the Grantor Property, provided that (i) Grantor pay all costs associated with the relocation of the Injection Well, (ii) the relocation of Well Easement Parcel shall not unreasonably impair the ability of Grantee to have pedestrian access to Well Easement Parcel for the purposes authorized by this Agreement, and (iii) the relocation of the New Well Easement Parcel shall not unreasonably impair the access to, use of or functionality of the Injection Well.

6. Grantee's Use of the Easements. Grantee, at its sole cost and expense, shall maintain and repair the Injection Well and the Diversion Well. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon caused by Grantee and/or its agents.

7. Continuing Covenant. This Agreement and the obligations and benefits provided herein shall at all times be deemed to be and shall be continuing covenants running with the Grantor Property and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties hereto, and references in this New Well Easement to "Grantor" and to "Grantee" shall include their respective heirs, successors, and assigns.

[SIGNATURE PAGES FOLLOW]

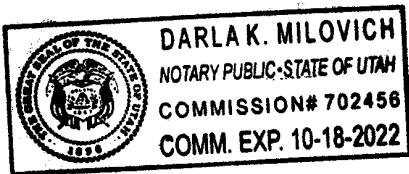
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date referenced above.

TELEGRAPH EXCHANGE, LLC,  
a Utah limited liability company

By: *Micah W Peters*  
Its: *Manager*

State of Utah )  
: ss.  
County of Salt Lake )

This instrument was acknowledged before me on this *14th* day of ~~February~~ <sup>*April*</sup> 2021, by the *Micah W. Peters, Manager* of Telegraph Exchange, LLC, signer of the above instrument, who duly acknowledged to me that he executed the same.



*[Signature]*  
Notary Public

WESTGATE LOFTS CONDOMINIUM  
ASSOCIATION, a Utah nonprofit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Utah )  
: ss.  
County of Salt Lake )

This instrument was acknowledged before me on this \_\_\_\_ day of February 2021, by the \_\_\_\_\_ of the Westgate Lofts Condominium Association, signer of the above instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date referenced above.

TELEGRAPH EXCHANGE, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Utah )  
: ss.  
County of Salt Lake )

This instrument was acknowledged before me on this \_\_\_\_ day of February 2021, by the \_\_\_\_\_ of Telegraph Exchange, LLC, signer of the above instrument, who duly acknowledged to me that he executed the same.

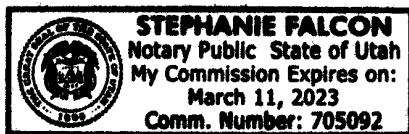
\_\_\_\_\_  
Notary Public

WESTGATE LOFTS CONDOMINIUM  
ASSOCIATION, a Utah nonprofit corporation

By: [Signature]  
Its: President

State of Utah )  
: ss.  
County of Salt Lake )

This instrument was acknowledged before me on this 11 day of <sup>NOVEMBER</sup> ~~February~~ 2021, by the PRESIDENT of the Westgate Lofts Condominium Association, signer of the above instrument, who duly acknowledged to me that he executed the same.



[Signature: Stephanie Falcon]  
Notary Public

**EXHIBIT "A"**

Grantor Property

That certain real property located in Salt Lake County, Utah located at approximately 360 West 200 South, Salt Lake City, Utah 84101, and further described as follows:

BEGINNING SOUTH 89°58'33" WEST 383.4 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 66, PLAT A, SLC SURVEY, THENCE SOUTH 89°58'33" WEST 176.93 FEET; THENCE NORTH 00°03'31" WEST 178.40 FEET; THENCE NORTH 89°58'27" EAST 165.14 FEET; THENCE NORTH 00°03'25" WEST 21.64 FEET; THENCE NORTH 89°58'27" EAST 11.90 FEET; THENCE SOUTH 00°01'33" EAST 200.~~40~~<sup>04</sup> FEET TO THE POINT OF BEGINNING.

Tax Parcel Number: 15-01-129-029

## **EXHIBIT "B"**

### **Grantee Property**

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

Commencing 100 feet East from the Southwest corner of Lot 4, Block 66, Plat "A", Salt Lake City Survey, and running thence North 0 degrees 03'48" West 178.4 feet; thence Northerly on a curve to the right (radius 173.5 feet) 120.76 feet; thence South 89 degrees 58'19" West 14.28 feet; thence North 70 feet; thence East 660 feet to the West line of Three Hundred West Street (previously shown of record as Second West Street); thence South 330 feet; thence West 560 feet to place of beginning.

Excepting therefrom the following described parcel:

Beginning at a point 100 feet East and North 0 degrees 03'48" West 178.4 feet from the Southwest corner of Block 66, Plat "A", Salt Lake City Survey; thence Northwesterly on a curve to the right (radius being 173.8 feet) 120.76 feet; thence South 89 degrees 58'19" West 14.28 feet; thence North 70 feet; thence East 660 feet; thence South 130 feet; thence West 395 feet; thence South 21.6 feet; thence West 165 feet to the point of beginning.

Subject to a right-of-way beginning at a point 130 feet South from the Northeast corner of said Lot 1; and running thence West 395 feet; thence South 45 feet; thence East 81 feet; thence; South 165 feet; thence East 24 feet; thence North 165 feet; thence East 290 feet; thence North 45 feet to the point of beginning.

Excepting from said right of way the following two parcels:

Parcel 1: Beginning at a point 165 feet South from the Northeast corner of Lot 1, Block 66, Plat "A", Salt Lake City Survey; and running thence West 290 feet; thence South 10 feet; thence East 290 feet; thence North 10 feet to the point of beginning.

Parcel 2: Beginning at a point 165 feet South and 314 feet West from the Northeast corner of said Lot 1, Block 66, Plat "A", Salt Lake City Survey; and running thence West 81 feet; thence South 10 feet; thence East 81 feet; thence North 10 feet to the point of beginning.

## **EXHIBIT "C"**

### **Well Easement Parcel**

A wellhead easement located on a portion of Lot 3, Block 66, Plat A, Salt Lake City Survey, in Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located 405.41 feet South 89°59'19" West along the Northerly Line of 200 South Street; and 168.51 North 0°00'41" West from the Southeast Corner of Lot 1 of said Block 66, said Southeast Corner is located 62.95 feet South 89°59'16" West along the monument Line of said 200 South Street; and 64.43 feet North 0°0'44" West from a Brass Cap Monument found marking the intersection of 200 South and 300 West Streets; and running thence South 89°59'13" West 3.00 feet; thence North 0°00'47" West 3.00 feet; thence North 89°59'13" East 3.00 feet; thence South 0°00'47" East 3.00 feet to the point of beginning.



**EXHIBIT "D"**

Access Easement Parcel

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

**Westgate Well Head Access Easement**

A part of Lots 3 and 4, Block 66, Plat A, Salt Lake City Survey:

Beginning at a point on the North Line of 200 South Street located 250.98 feet North 89°59'19" East along said North Line from the Southwest corner of Block 66; and running thence North 0°00'47" West 178.40 feet; thence North 89°59'13" East 26.00 feet; thence South 0°00'47" East 178.40 feet to the North Line of 200 South Street; thence South 89°59'19" West 26.00 feet along said North Line to the point of beginning.

**Contains 4,638 sq. ft.**