

Recorded JUL 17 1968 at 2:44 P. M.
Request of SALT LAKE CITY Recorder
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
NOFEE By Norma H. Riches Deputy
Ref. _____

103



to the Board of Commissioners
AND APPROVED EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF PIPELINES

SEP 21 1965

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1965
CITY RECORDER

AGREEMENT made and entered into this 21st day of September, 1965, by and between the UNIVERSITY OF UTAH, a body politic and corporate, hereinafter referred to as "THE UNIVERSITY," and SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter referred to as "CITY,"

W I T N E S S E T H :

WHEREAS, City has an existing right-of-way and easement over property now belonging to the University for water lines known as the high-pressure water line and the gravity-flow water line, and

WHEREAS, the parties desire to relocate a portion of said pipelines, NOW, THEREFORE, for and in consideration of the releasing of the existing easement and the payment of each of the parties hereto of one-half of the expenses of relocating the high-pressure pipeline from its present location to the easement granted herein and the granting of this easement, the University has this day, and does by these presents, bargain, sell, convey, transfer and deliver unto the City an easement and right-of-way for the location of said high-pressure water line and the gravity-flow water line, only, including the right to enter upon the real estate hereinafter described, at any time that it may seem fit, to maintain and repair said underground pipelines for the purpose of conveying water across, through and under the lands hereinafter described together with the right to excavate and refill ditches and/or trenches for the maintenance of said pipelines. In connection with all repairs and maintenance, the City at its sole cost and expense shall restore all surface lawns, walks, etc., to their former condition. The land affected by the granting of this easement and right-of-way is located in the County of Salt Lake, State of Utah, and is more particularly described as follows, to-wit:

Description of Easement to Cover Relocated Segment of Salt Lake City 24" Water Line on the University of Utah Campus:

An Easement of twenty-five feet on each side of the following described line:

Beginning at a point on the existing 24" Salt Lake City water line, said point bears North 28°17'55" West 513.06 feet from Monument E.S.-5, a 2 1/2 inch brass disc shown on Drawing A-2700-23, dated September, 1958, and on file in the Department of Physical Plant and Operations at the University of Utah.

(Monument U.S.-5 is 3,962.31 feet South and 2,453.79 feet East of the theoretical Northwest corner of Section #4, Township 1 South, Range 1 East, Salt Lake Base and Meridian); thence from said point of beginning 115.06 feet along the arc of a 239 foot radius curve to the left (note: tangent to the curve at the point of curvature bears North 62°40' West and central angle of curve is 27°35'); thence South 89°45' West 361.58 feet; thence 657.74 feet along the arc of a 678.0 foot radius curve to the right whose tangent at the point of curvature bears North 46°39' West and whose central angle is 55°35'; thence North 09°01'04" East 866.65 feet to a point on the existing 24 inch water line.

Handwritten initials and "Eng. Dept."

Description of Easement to Cover Relocated Segment of Salt Lake City 36" Gravity Flow Water Line on University of Utah Campus:

An easement of twenty-five feet on each side of the following described line:

Beginning at a point on the north line of the Salt Lake City reservoir property, said point bears North 45°39'16" West 576.93 feet from Monument U.S.-5, a 2½ inch brass disc shown on drawing A-2700-23 dated September, 1958 and on file in the Department of Physical Plant and Operations at the University of Utah.

(Monument U.S.-5 is 3962.31 feet South and 2453.79 feet East of the theoretical Northwest corner of Section #4, Township 1 South, Range 1 East, Salt Lake Base and Meridian) thence from said point of beginning North 81°07'26" West 316.88 feet; thence 693.24 feet along the arc of a 703 foot radius curve to the right (whose tangent at the point of curvature bears North 47°34' West and whose central angle is 56°30') thence North 09°01'03" East 859.48 feet to a point on the existing Salt Lake City 36" water line.

Handwritten initials and "Eng. Dept."

TO HAVE AND TO HOLD said easement and right-of-way unto the City

and its successors and assigns forever. It is mutually agreed by and between the parties that the granting of this easement and the terms and conditions herein contained supersede any and all prior agreements by and between the University and the City regarding the high-pressure water line and more particularly regarding the resolution of the University of Utah Board of Regent's minutes dated July 12, 1946, except that it is mutually agreed and understood by and between the parties hereto that in the event the University deems it necessary to move this pipeline for further University construction and for and in consideration of the easement herein granted the City further agrees to pay one-half of any future costs of removal and installation or relocation of the high-pressure water line from the northerly most point on the easement described hereinabove and to a point being described as follows:

From said northerly most point thence North 20°5' West 1166.73 feet to the North property line of the University of Utah

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 The removal and changing of the pipeline is agreed to, provided the same begins and ends at the two points indicated herein. Any removal of the gravity flow line in the existing easement may be made by the University at its sole cost and expense, subject to the approval of the Water Department of Salt Lake City. The City further covenants and agrees with the University that it will hold the University harmless from any and all damages, costs or expenses arising from the City's negligence in connection with the use or maintenance of the right, easement and right-of-way herein granted and also for any negligence of the City; its agents, servants or employees, in connection with the maintenance, repair or replacement of any pipelines placed in said easement and agrees to pay any damage or damages which may arise to the property, premises or rights of the University through the City's negligence in connection with said use, maintenance, occupation and possession of the rights granted herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Paul D. Hansen
 Secretary

UNIVERSITY OF UTAH

By *Edward W. Alder*
 Chairman of Board of Regents

ATTEST:

Vernon A. Bramm
 City Recorder

SALT LAKE CITY CORPORATION

By *Jack H. Shurtown*
 Temporary Chairman

STATE OF UTAH, }
City and County of Salt Lake, } ss.

I, HERMAN J. HOGENSEN, City Recorder of Salt Lake City, Utah, do hereby certify that the attached document is a full, true and correct copy of an ~~XXXXXXXXXXXX~~ Easement for construction and maintenance of pipelines between Salt Lake City Corporation and the University of Utah for high pressure and gravity-flow water line crossing the University Campus in the vicinity of the 15th East Reservoir property.

passed by the Board of Commissioners of Salt Lake City, Utah, Sept. 21 1965 as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this 17th day of July 1968.
(SEAL)



Herman J. Hogensen
Handwritten signature of Herman J. Hogensen.

City Recorder

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