

WHEN RECORDED, RETURN TO:
Tammy Gonzales, Clerk
Mt Olympus Improvement District
3932 South 500 East
Salt Lake City, Utah 84107-1895

Parcel ID Numbers: 16-32-378-011, 22-05-128-034,
22-05-128-032, 22-05-128-036, 22-05-128-020, 22-05-201-005

(Space above for Recorder's use)

SEWER LINE EASEMENT AGREEMENT

This Sewer Line Easement Agreement (this "**Agreement**") is made and entered into effective as of the _____ day of _____, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("**Grantor**"), and MT OLYMPUS IMPROVEMENT DISTRICT, a local district and political subdivision of the State of Utah ("**Grantee**"). Grantor and Grantee are also each separately referred to hereafter as a "**Party**" and collectively as the "**Parties**."

Background

- A. Grantor is the owner of multiple parcels of real property located in Salt Lake County, Utah, more particularly described on Exhibit A (the "**Grantor Property**").
- B. Grantee is the owner and operator of a major sewer trunk line and other appurtenances over, under, and through the Grantor Property (the "**Sewer Line**").
- C. Grantor previously granted an easement to Grantee for the construction, placement, operation, maintenance, and repair of the Sewer Line (the "**Prior Easement**").
- D. The Prior Easement was previously terminated by Grantor and Grantee and Grantor agreed to grant another easement to Grantee; however, this easement cannot be located. The Sewer Line and appurtenances remain in, on, over, and under the Grantor Property. The Sewer Line has been in continuous operation since the time of its construction in about 1984-1985 and at all times thereafter.
- E. Grantor and Grantee are desirous of entering into this Agreement for the purposes of (i) Grantor granting a replacement easement to Grantee and (ii) setting forth the rights and obligations of Grantor and Grantee with respect to the Easement (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

Terms

1. Grant of Sewer Line Easement. Grantor hereby conveys and warrants unto Grantee a perpetual, exclusive easement and right-of-way (the “**Easement**”) on, over, under, and across a 20 foot wide portion of the Grantor Property, the surveyed centerline of which is described on Exhibit B and which is depicted on Exhibit C, for the purposes of operating, constructing, maintaining, monitoring, repairing, and replacing the Sewer Line and other underground pipelines and all other related equipment and appurtenances including, without limitation, electrical lines and communication facilities and manholes and other means of access on the surface of the Easement Area (collectively, the “**Facilities**”). The Easement granted hereby is on, over, under, and across that portion of the Grantor Property which is 10 feet on each side of the centerline described on Exhibit B (the “**Easement Area**”).

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) will have the right to enter upon the Easement Area from the Grantor Property for the purposes permitted by this Agreement. Grantee and Grantee’s Agents will enter upon the Easement Area from the Grantor Property at their sole risk and hazard, and Grantee and its successors and assigns release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s Agents.

3. Reservation by Grantor. Grantor reserves the right to use the Easement Area for purposes of operating a public park and recreation area. In connection therewith, Grantor may install and maintain landscaping and other nonstructural surface improvements on the Easement Area, which are consistent with the ownership and operation of a public park and recreation area by Grantor and the rights of Grantee as set forth in Section 1, above (the “**Permitted Improvements**”). Except for the Permitted Improvements, Grantor agrees not to install, construct, or erect or allow the installation, construction, or erection of any other improvements, buildings, or structures on the Easement Area.

4. Maintenance and Restoration. Grantee, at its sole cost and expense, will promptly repair any damage to the Permitted Improvements and the Grantor Property caused by Grantee or Grantee’s Agents, and will restore the Permitted Improvements and the Grantor Property to substantially the same condition as existing prior to any entry on the Grantor Property by Grantee and Grantee’s Agents. If Grantor reasonably believes that Grantee has not performed the restoration as specified above, Grantor will give Grantee written Notice describing the deficiencies and Grantee shall address and correct any such deficiencies within thirty (30) days of receiving the written Notice from Grantor describing the deficiencies.

5. Insurance. Prior to entering onto the Easement Area for the purposes set forth above, Grantee or Grantee’s Agents shall obtain and maintain a policy or policies of commercial general liability insurance sufficient to insure Grantee’s interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area. Grantor shall be named as an additional insured on each such policy. Grantee shall have the right to satisfy its insurance obligation under this Agreement by means of self-insurance.

6. Indemnification. Each Party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party (the “**Indemnified Party**”) from and against all third party claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys’ fees actually incurred from any cause other than the Indemnified Party’s gross negligence or willful misconduct, arising out of or relating to (i) in the case of Grantor as the indemnifying Party, Grantor’s usage and operations on or adjacent to the Easement Area and (ii) in the case of the Grantee as the indemnifying Party, Grantee’s usage and operations on or adjacent to the Grantor Property. This indemnification extends to and includes claims for: (i) the acts and omissions of the Indemnifying Party or the Indemnifying Party’s agents arising out of or relating directly or indirectly to this Agreement; or (ii) the use of the Grantor Property and the Easement Area or the exercise of its/their rights under this Agreement by the Indemnifying Party or the Indemnifying Party’s agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

7. Notices. All communications, consents, and other notices provided for in this Agreement (collectively, “**Notice**”) will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Grantor: SALT LAKE COUNTY, UTAH
Attn: Parks & Recreation Director
2001 S. State St., S4-700
P.O. Box 144575
Salt Lake City, Utah 84114-4575

With a copy to: SALT LAKE COUNTY, UTAH
Attn: Park Operations Associate Director
6332 South Airport Road
West Jordan, Utah 84084

And

Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84119

If to Grantee: Mt Olympus Improvement District
Attn: General Manager
3932 South, 500 East
Salt Lake City, Utah 84107-1895

With a copy to: Kirton McConkie
Attn: Wallace O. Felsted
50 E. South Temple #400
Salt Lake City, UT 84111

8. Miscellaneous.

(a) The provisions of this Agreement will be binding upon and inure to the benefit of the Parties, as well as the successors and assigns of such persons and shall run with the land.

(b) If any term, covenant or condition of this Agreement or the application of it to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term, covenant or condition of this Agreement will be valid and will be enforced to the extent permitted by law.

(c) The captions and headings in this Agreement are for reference only and will not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

(d) Nothing contained herein will be construed to make the Parties hereto partners or joint venturers or render any of such Parties liable for the debts or obligations of the other Party hereto.

(e) This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successors and assigns (as determined by the provisions herein).

(f) The Parties are both governmental entities of the State of Utah. Each Party agrees that this Agreement is contractual in nature and that it pertains to the proprietary functions of each Party. Each party agrees to waive all of the applicable provisions of the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, as the same may be modified, amended, or repealed in the future, which pertain to this Agreement.

(g) In the event any legal action or proceeding for the enforcement of any right or obligation herein is commenced, the prevailing Party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(h) This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies and will not be deemed a waiver of any subsequent breach or default.

(signatures and acknowledgements to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

GRANTOR: SALT LAKE COUNTY,
a body corporate and politic of the State of Utah

By: _____

Name (Print): _____
Mayor or Designee

By: _____

Name (Print): _____
Salt Lake County Clerk

SEWER LINE EASEMENT AGREEMENT
APPROVED:

SALT LAKE COUNTY RECREATION
DEPARTMENT

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____ 2020, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2020, personally appeared before me Sherrie Swensen, who being by me duly sworn did say and acknowledge that she is the County Clerk of Salt Lake County, and that the within and foregoing document was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY SIGNATURE AND SEAL

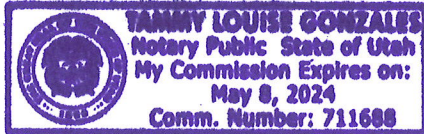
[Grantee's Signature and Acknowledgement Follow]

GRANTEE: MT OLYMPUS IMPROVEMENT DISTRICT,
a local district and political subdivision of the
State of Utah

By: [Signature]
Name (Print): Kerry S. Eppich
Its (Title): General Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing Agreement was acknowledged before me this 21st day of
December, 2020, by Kerry S Eppich, the General Manager
of MT OLYMPUS IMPROVEMENT DISTRICT, a local district and political subdivision of the
State of Utah.



[Signature]
NOTARY SIGNATURE AND SEAL

EXHIBIT A

(Legal Description of the Grantor Property)

16-32-378-011 –

A parcel of land being all of those two (2) entire tracts described in that Warranty Deed recorded January 18, 1974 as Entry No. 2595214 in Book 3501, at Page 305 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East and the Southwest Quarter of Section 32, Township 1 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

Commencing at the northeast corner of Lot 6, Block 4, Ten Acre Plat "A", and running then North 89°56'02" West 540.89 feet more or less to the Roger W. Smith property; thence South 5°30' West 286.81 feet; thence South 89°55'48" East 567.91 feet; thence North 0°05'40" East 285.49 feet to the point of beginning.
Contains 3.633 Acres.

The South 1/2 of Lot 7, Block 4, Ten Acres Plat "A", Big Field Survey, and commencing 17.4 rods North from the Southeast corner of Lot 6, Block 4, Ten Acre Plat "A", Big Field Survey, and running thence North 17.4 rods; thence West 32.7 rods; thence South 5°30' West 17.5 rods; thence East 34.5 rods to the beginning.

22-05-128-034 –

An entire tract of land described in that Warranty Deed recorded August 11, 1986 as Entry No. 4293445 in Book 5801, at Page 2385 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

Beginning at a point which is South 286.68 feet and East 190.41 feet from the Northwest corner of Lot 6, Block 4, Ten Acre Plat "A", Big Field Survey, and running thence East 189.09 feet; thence South 58.17 feet; thence West 189.09 feet; thence North 58.17 feet to the point of beginning.

22-05-128-032 –

An entire tract of land described in that Warranty Deed recorded March 12, 1986 as Entry No. 4213553 in Book 5744, at Page 148 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

BEGINNING at a point which is South 344.85 feet and East 190.41 feet from the Northwest corner of Lot 6, Block 4, Ten Acre Plat "A", Big Field Survey, and running thence East 189.09 feet; thence South 57.41 feet; thence West 189.09 feet; thence North 57.41 feet to the point of BEGINNING.

22-05-128-036

An entire tract of land described in that Warranty Deed recorded December 11, 1987 as Entry No. 4562128 in Book 5987, at Page 2610 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

BEGINNING at a point which is South 402.26 feet and East 190.41 feet from the Northwest corner of Lot 6, Block 4, Ten Acre Plat "A", Big Field Survey and running East 189.09 feet; thence North 0°05'44" East 1.92

feet; thence West 23.82 feet; thence North 57.00 feet to the point of BEGINNING. Contains 11,112.55 sw. ft. pr 0.2551 acres.

22-05-128-020

An entire tract of land described in that Final Judgement of Condemnation recorded September 17, 1982 as Entry No. 3712216 in Book 5409, at Page 244 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

Beginning at a point on the East line of 9th East Street 95.155 feet South 0°05'44" West of the Southwest corner of Lot 6, Block 4, Ten Acre Plat "A", Big Field Survey and running thence South 89°55'40" East 215.0 feet; thence North 0°05'44" East 86.75 feet; thence South 89°55'40" East 95.0 feet; thence North 0°05'44" East 120.0 feet; thence South 89°55'40" East 448.59 feet; thence South 0°05'44" West 339.75 feet; thence North 89°55'40" West 487.59 feet; thence North 0°05'44" East 91.455 feet; thence North 89°55'40" West 271.0 feet to the East line of 9th East Street; thence North 0°05'44" East 41.545 feet to the point of beginning.

22-05-201-005-

An entire tract of land described in that Warranty Deed recorded January 18, 1974 as Entry No. 2595214 in Book 5301, at Page 305 in the Office of the Salt Lake County Recorder and located in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

The South 1/2 of Lot 13 and the North 1/2 of Lot 14, Block 4, Ten Acres Plat "A", Big Field Survey, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

EXHIBIT B

Legal Descriptions of the Surveyed Centerline of the Easement

Legal descriptions of the Easement in the approximate vicinity of 900-1100 East and 3900-4500 South, Salt Lake County, Utah described as follows:

PARCEL 3896.001:PE (16-32-378-011)

A perpetual sewer line easement being a strip of land 20.00 feet in width lying within those two (2) entire tracts described in that Warranty Deed recorded January 18, 1974 as Entry No. 2595214 in Book 3501, at Page 305 in the Office of the Salt Lake County Recorder; said easement is located in Lots 6 and 7, Block 4, 10 Acre Plat "A", Big Field Survey in the Northwest Quarter of Section 5, Township 2 South, Range 1 East and the Southwest Quarter of Section 32, Township 1 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet each side of the following described centerline:

Beginning at the intersection of an existing sewer main and the westerly boundary line of said entire tract, said point being North 00°05'44" East 3,031.54 feet along the monument line of 900 East Street and East 33.00 feet from the Street Monument at the Intersection of 900 East Street and 4500 South Street, said point also being North 0°05'44" East 136.07 feet from the Southwest Corner of Lot 7, BLOCK 4, TEN ACRE PLAT A, BIG FIELD SURVEY; thence along said existing sewer main the following three (3) courses: 1) South 31°28'10" East 91.99 feet to an existing sewer manhole; 2) South 74°59'56" East 188.80 feet to an existing sewer manhole; 3) South 15°39'58" East 307.23 feet to the Southerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said westerly boundary line of the entire tract also, being the easterly right of way line of 900 East Street and terminate on the southerly boundary line of said entire tract.

The above described perpetual sewer easement contains 11,760 square feet in area or 0.270 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: North 0°05'44" East along the monument line of 900 East Street between the Street Monument at the intersection of 900 East Street and 4500 South Street and the Street Monument at the intersection of 900 East Street and 3900 South Street.

Prepared by: Patrick M. Harris, Ensign Engineering, December 9, 2020

PARCEL 3896.002:PE (22-05-128-034)

A perpetual sewer line easement being a strip of land 20.00 feet in width lying within an entire tract of land described in that Warranty Deed recorded August 11, 1986 as Entry No. 4293445 in Book 5801, at Page 2385 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet each side of the following described centerline:

Beginning at the intersection of an existing sewer main and the northerly boundary line of said entire tract, said point being North 00°05'44" East 2,608.39 feet along the monument line of 900 East Street and East 347.05 feet from the Street Monument at the Intersection of 900 East Street and 4500 South Street, said point also being North 0°05'44" East 285.43 feet and East 314.05 feet from the Southwest Corner of Lot 6, BLOCK 4, TEN ACRE PLAT A, BIG FIELD SURVEY; thence along said sewer main South 15°39'58" East 60.44 feet to the southerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said northerly boundary line of the entire tract and terminate on the southerly boundary line of said entire tract.

The above described perpetual sewer easement contains 1,209 square feet in area or 0.028 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: North 0°05'44" East along the monument line of 900 East Street between the Street Monument at the intersection of 900 East Street and 4500 South Street and the Street Monument at the intersection of 900 East Street and 3900 South Street.

Prepared by: Patrick M. Harris, Ensign Engineering, December 9, 2020

PARCEL 3896.003:PE (22-05-128-032)

A perpetual sewer line easement being a strip of land 20.00 feet in width lying within an entire tract of land described in that Warranty Deed recorded March 12, 1986 as Entry No. 4213553 in Book 5744, at Page 148 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet each side of the following described centerline:

Beginning at the intersection of an existing sewer main and the northerly boundary line of said entire tract, said point being North 00°05'44" East 2,550.20 feet along the monument line of 900 East Street and East 363.47 feet from the Street Monument at the Intersection of 900 East Street and 4500 South Street, said point also being North 0°05'44" East 227.24 feet and East 330.47 feet from the Southwest Corner of Lot 6, BLOCK 4, TEN ACRE PLAT A, BIG FIELD SURVEY; thence along said sewer main South 15°39'58" East 59.65 feet to the southerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said northerly boundary line of the entire tract and terminate on the southerly boundary line of said entire tract.

The above described perpetual sewer easement contains 1,193 square feet in area or 0.027 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: North 0°05'44" East along the monument line of 900 East Street between the Street Monument at the intersection of 900 East Street and 4500 South Street and the Street Monument at the intersection of 900 East Street and 3900 South Street.

Prepared by: Patrick M. Harris, Ensign Engineering, December 9, 2020

PARCEL 3896.004:PE (22-05-128-036)

A perpetual sewer line easement being a strip of land 20.00 feet in width lying within an entire tract of land described in that Warranty Deed recorded December 11, 1987 as Entry No. 4562128 in Book 5987, at Page 2610 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet each side of the following described centerline:

Beginning at the intersection of an existing sewer main and the northerly boundary line of said entire tract, said point being North 00°05'44" East 2,492.77 feet along the monument line of 900 East Street and East 379.67 feet from the Street Monument at the Intersection of 900 East Street and 4500 South Street, said point also being North 0°05'44" East 169.81 feet and East 346.67 feet from the Southwest Corner of Lot 6, BLOCK 4, TEN ACRE PLAT A, BIG FIELD SURVEY; thence along said sewer main the following two (2) courses: 1) South 15°39'58" East 47.25 feet to an existing sewer manhole; 2) South 12°43'43" East 13.83 feet to the southerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said northerly boundary line of the entire tract and terminate on the southerly boundary line of said entire tract.

The above described perpetual sewer easement contains 1,222 square feet in area or 0.028 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: North 0°05'44" East along the monument line of 900 East Street between the Street Monument at the intersection of 900 East Street and 4500 South Street and the Street Monument at the intersection of 900 East Street and 3900 South Street.

Prepared by: Patrick M. Harris, Ensign Engineering, December 9, 2020

PARCEL 3896.005:PE (22-05-128-020)

A perpetual sewer line easement being a strip of land 20.00 feet in width lying within an entire tract of land described in that Final Judgement of Condemnation recorded September 17, 1982 as Entry No. 3712216 in Book 5409, at Page 244 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet each side of the following described centerline:

Beginning at the intersection of an existing sewer main and the northerly boundary line of said entire tract, said point being North 00°05'44" East 2,433.79 feet along the monument line of 900 East Street and East 395.58 feet from the Street Monument at the Intersection of 900 East Street and 4500 South Street, said point also being North 0°05'44" East 110.82 feet and East 362.58 feet from the Southwest Corner of Lot 6, BLOCK 4, TEN ACRE PLAT A, BIG FIELD SURVEY; thence along said sewer main the following two (2) courses: 1) South 12°43'43" East 332.09 feet to an existing sewer manhole; 2) South 89°58'04" East 322.31 feet to the easterly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said northerly boundary line of the entire tract and terminate on the easterly boundary line of said entire tract.

The above described perpetual sewer easement contains 13,088 square feet in area or 0.300 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: North 0°05'44" East along the monument line of 900 East Street between the Street Monument at the intersection of 900 East Street and 4500 South Street and the Street Monument at the intersection of 900 East Street and 3900 South Street.

Prepared by: Patrick M. Harris, Ensign Engineering, December 9, 2020

PARCEL 3896.006:PE (22-05-201-005)

A perpetual sewer line easement being a strip of land 20.00 feet in width lying within an entire tract of land described in that Warranty Deed recorded January 18, 1974 as Entry No. 2595214 in Book 5301, at Page 305 in the Office of the Salt Lake County Recorder and located in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot wide strip of land lies 10.00 feet each side of the following described centerline:

Beginning at the intersection of an existing sewer main and the westerly boundary line of said entire tract, said point being North 00°05'44" East 2,109.67 feet along the monument line of 900 East Street and East 791.60 feet from the Street Monument at the Intersection of 900 East Street and 4500 South Street, said point also being South 0°05'40" West 212.33 feet from the Northwest Corner of Lot 14, BLOCK 4, TEN ACRE PLAT A, BIG FIELD SURVEY; thence along said sewer main the following four (4) courses: 1) South 89°58'02" East 10.78 feet to an existing sewer manhole; 2) South 58°42'07" East 129.60 feet to an existing sewer manhole; 3) South 89°51'19" East 374.07 feet to an existing sewer manhole; 4) North 87°35'53" East 263.14 feet to the easterly boundary line of said entire tract, also being the westerly right-of-way line of 1100 East Street and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said westerly boundary line of the entire tract and terminate on the easterly boundary line of said entire tract also, being the westerly right-of-way line of 1100 East Street.

The above described perpetual sewer easement contains 15,552 square feet in area or 0.357 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: North 0°05'44" East along the monument line of 900 East Street between the Street Monument at the intersection of 900 East Street and 4500 South Street and the Street Monument at the intersection of 900 East Street and 3900 South Street.

Prepared by: Patrick M. Harris, Ensign Engineering, December 9, 2020

EXHIBIT C

Depiction of the Easement Area

