

11091671

11091671
12/07/2010 10:42 AM \$0.00
Book - 9886 Pg - 5889-5893
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY MANAGEMENT SERVICES
PO BOX 145460
SLC UT 84114
BY: ZJM, DEPUTY - WI 5 P.

After Recorded Mail To
Salt Lake City Property Management
451 So. State St., Rm. 225
P.O. Box 145460
Salt Lake City, UT 84114-5460

RECORDED

NOV 17 2010

E A S E M E N T

CITY RECORDER

Weingarten Miller Equiwest Salt Lake LLC, whose address is 1120 South 300 West, Salt Lake City, Utah 84101, "GRANTOR", hereby conveys to **SALT LAKE CITY CORPORATION**, a Utah municipal corporation, 451 South State Street, Room 238, Salt Lake City, Utah 84111, its successors in interest and assigns, "GRANTEE", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of traffic signal bases, poles and associated facilities upon, over, under, and across the following described land situated in Salt Lake County, State of Utah, as follows:

Affects Parcel No. 15-12-404-007

Exhibit A attached hereto and by reference made a part hereof.

Affects the Northwest Corner of 1100 South and 300 West intersection

Together with all rights of ingress and egress necessary or convenient for the full and complete enjoyment of the easement granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use of this easement.

Subject to the following terms and conditions:

1. Grantee shall not disturb any existing sewer, water or other utility lines within the boundaries of the easement granted without notifying Grantor.
2. Grantee shall comply with all applicable City ordinances, State and County laws in the installation, maintenance or removal of said facilities.
3. After installation of said facilities, Grantee will, at is sole expense, restore the surface of any land disturbed by Grantee within said premises as nearly as possible to its original condition. If said damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable period of time after receipt of written

Traffic Signal Easement -

Salt Lake City Corporation and

notice from Grantor, Grantor may restore or have the surface and/or damage repaired at the entire expense of Grantee.


4. Grantee agrees to indemnify and save harmless Grantor, its agents and employees from any and all claims, loss, or expense, including reasonable attorney's fees, which may arise out of the construction, maintenance, removal or use of said facilities by Grantee.

DATED this 22nd day of September, 2010

(GRANTOR)



SALT LAKE CITY CORPORATION



By: Ralph Becker
Mayor

RECORDED

NOV 17 2010

CITY RECORDER

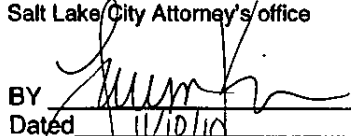


ATTEST & COUNTERSIGN:



CITY RECORDER

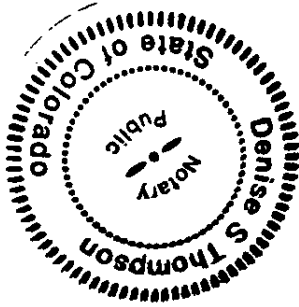
APPROVED AS TO FORM:
Salt Lake City Attorney's office


BY 

Dated 11/10/10

STATE OF Colorado)
) ss.
County of Arapahoe)

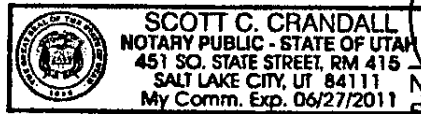
On the 22 day of September, 2010, personally appeared before me Denise S Thompson, the signer of the within instrument who duly acknowledged to me that he executed the same.

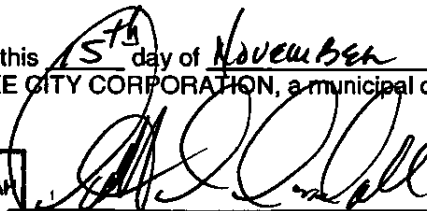



NOTARY PUBLIC, residing in
County of Arapahoe, Colorado

STATE OF UTAH)
) ss.
County of Salt Lake)


The foregoing instrument was acknowledged before me this 15th day of November, 2010, by **RALPH BECKER** in his capacity as Mayor of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.




NOTARY PUBLIC, Residing in
Salt Lake County, Utah

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of November, 2010, by **CHRIS MEEKER** in her capacity as Chief Deputy Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.


NOTARY PUBLIC, Residing in
Salt Lake County, Utah



Traffic Signal Easement -

Salt Lake City Corporation and

EXHIBIT A

September 22, 2010

TRAFFIC SIGNAL POLE EASEMENT

ALL THAT LAND BEING PART OF LOT 6, OF THE 300 WEST TOWN CENTER SUBDIVISION, RECORDED 10-14-09 AS ENTRY NO. 10816796, IN BOOK 2009P, AT PAGE 148, OFFICIAL RECORDS, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N89°49'12"W ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 6.63 FEET; THENCE N00°10'48"E 10.00 FEET; THENCE S89°49'12"E 6.63 FEET, TO THE EAST LINE OF SAID LOT 6; THENCE S00°13'50"W ALONG SAID LINE 10.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 66 SQUARE FEET, MORE OR LESS

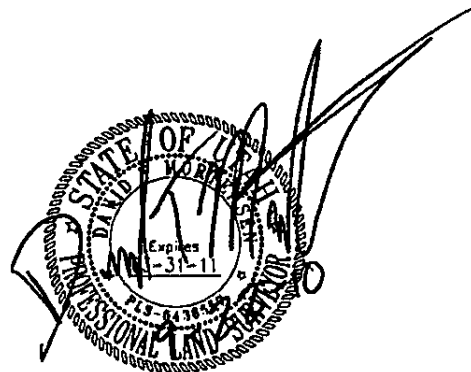
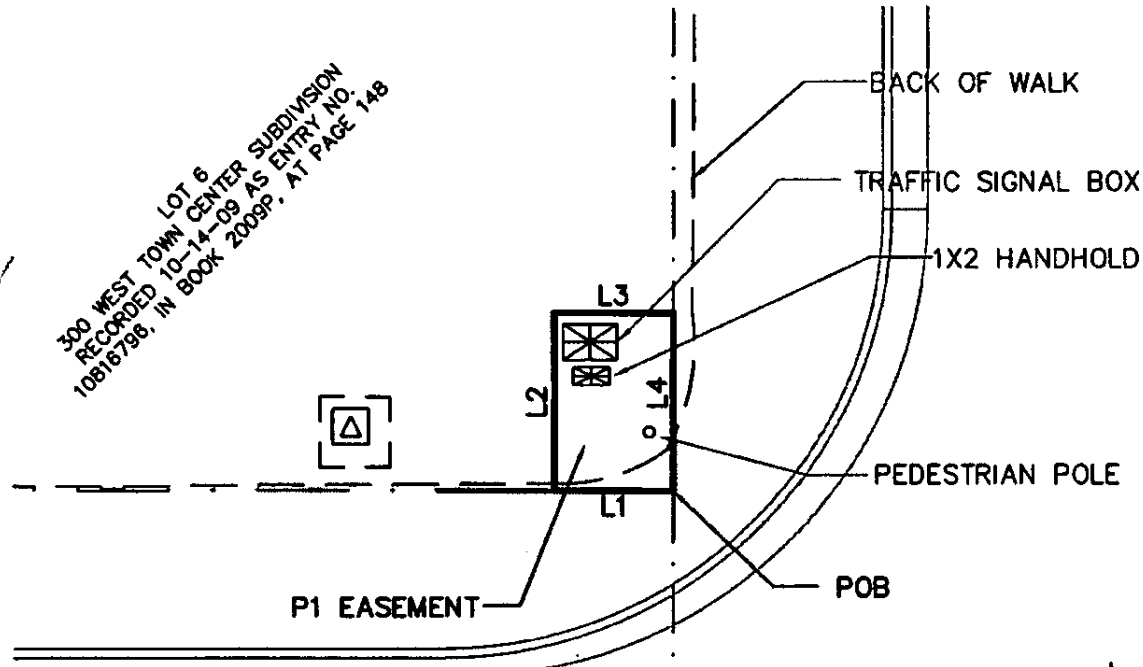


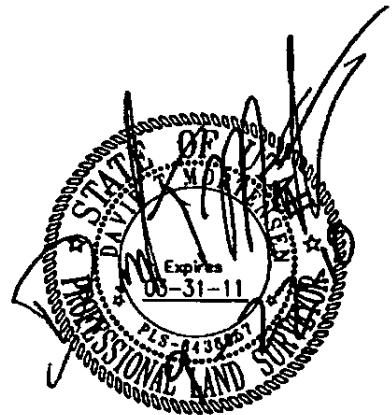
EXHIBIT A-2

LOT 6
300 WEST TOWN CENTER SUBDIVISION
RECORDED 10-14-09 AS ENTRY NO.
10816796, IN BOOK 2009P. AT PAGE 148



300 WEST

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°49'12"W	6.63'
L2	N00°10'48"E	10.00'
L3	S89°49'12"E	6.63'
L4	S00°13'50"W	10.00'



PROJ #: 07-0140
DATE: 09/22/10
REV #: 1
ASI #: 1
SCALE: 1" = 10'

TRAFFIC SIGNAL POLE EASEMENT

300 WEST TOWN CENTER LOT 6

300 WEST STREET
SALT LAKE CITY UTAH

CLC ASSOCIATES

420 E SOUTH SOUTH TEMPLE
SUITE 550
SALT LAKE CITY
UTAH 84111
P 801 363 6605
F 801 363 9604
CLC@CLC.COM

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

