

RW 63945

Presented to the Board of Commissioners
AND APPROVED

OK
AS TO FORM
Oliver

4.00

2551114 JUN 14 1973

RIGHT OF WAY EASEMENT

DISCOUNT
CHECK
M

X *Wm. G. Gorman*

CITY RECORDER
SALT LAKE CITY CORPORATION

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as CITY, hereby grants and conveys to the MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, 1931 - 14th Street, Denver, Colorado 80202, hereinafter referred to as GRANTEE, for and in consideration of Ten and No/100 (\$10.00) Dollars in hand paid by Grantee, the receipt whereof is hereby acknowledged, a non-exclusive easement to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the City owns or in which the City has any interest, to-wit:

A six foot (6') easement, the centerline of which is as follows:

Commencing at the Southwest corner of Lot 18 of the North Hills Plat "C" Subdivision located in part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 1 North, Range 1 East, Salt Lake Base and Meridian; thence running West 140 feet; thence North 20 feet to end. Also, commencing at the Northwest corner of Lot 14 of the same subdivision; thence running South 121 feet to end.

Situated in the County of Salt Lake, State of Utah, together with the right of ingress and egress over and across the lands of the City to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

By acceptance hereof, Grantee agrees to be bound by and accepts this easement subject to the following terms and conditions:

1. The rights granted hereunder are non-exclusive and the premises indicated herein are to be used for utility or other purposes by such person as the City may designate at any time.
2. Grantee shall not disturb any existing sewer, water or other utility lines within the boundaries of the easement granted.

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Request of *JUL 9 1973* at *10:14 AM*
MOUNTAIN CELL
Rec. Fxkl JEROMEAN MARTIN
Recorder, Salt Lake County, Utah
\$ *4.00* By *J. Brown* Deputy
Ref. _____

3. Grantee's said facilities shall be installed as nearly as possible in the center of the described premises.

4. Grantee will comply with all applicable City ordinances, state and county laws in the installation, maintenance or removal of said facilities, and within thirty (30) days of completion of installation, Grantee will submit a complete set of as constructed plans and specifications to the City Engineer.

5. After installation of said facilities, Grantee will, at its sole expense, restore the subsurface 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 such restoration within a reasonable period of time, to be determined by the City, after receipt of written notice from City, City may restore or have the surface and/or damage repaired at the entire expense of Grantee.

6. No supervision or advisory control, if any, exercised by City or on its behalf, shall relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of the installation, maintenance or removal of Grantee's facilities, nor of Grantee's liability for damage to City premises; and Grantee agrees to indemnify and save harmless City, its agents and employees from any and all claims, loss or expense, including attorney's fees, that may arise out of the construction, maintenance, removal or use of said facilities by Grantee.

7. City shall have the right at such times and in such a manner as it deems necessary to construct roads, or to carry on other City purposes over, across and through the premises covered by this easement, and when Grantee's facilities interfere with any City purpose, upon receipt of written notice from City, Grantee will, as requested, remove, relocate or adjust those of its facilities designated within a reasonable time after such notice and at the entire expense of Grantee.

8. In the event Grantee shall fail to perform or comply with any term or condition hereof, this easement shall immediately terminate and cease as though it had never been granted and Grantee shall have a reasonable time, to be determined by the City, in which to remove its said facilities.

9. Grantee shall not assign any of its rights hereunder without the prior written consent of City.

10. In the event Grantee ceases to use any of the premises for the purposes herein described for a period of more than one (1) calendar year, then this easement shall cease and terminate, and Grantee will, upon City's written request, remove all remaining facilities at Grantee's sole expense.

This easement is granted subject to the rights of any Lessee under a leasehold granted in any of the subject property by the City.

WITNESS the hand and seal of City this 14th day of June, 1973.

SALT LAKE CITY CORPORATION

By [Signature] Mayor

ATTEST:

[Signature]

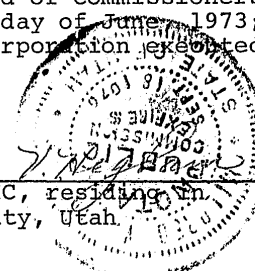
STATE OF UTAH)
: ss.
County of Salt Lake)

On the 14th day of June, 1973, personally appeared before me E. J. GARN and HERMAN J. HOGENSEN, who being by me duly sworn, did say that they are the Mayor and City Recorder of Salt Lake City Corporation, a municipal corporation, and as such they executed the above and foregoing instrument on behalf of said corporation by authority of a motion of the Board of Commissioners of Salt Lake City, duly passed on the 14th day of June, 1973; and said persons acknowledged to me that said corporation executed the same.

My Commission expires:

Sept. 18, 1976

[Signature]
NOTARY PUBLIC, residing in Salt Lake City, Utah



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