

Parcel No. 24F:E
Project No. I-215-9(6)297

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 2/23/78
By R. Montague

3122291

E A S E M E N T

DESCRIPTION
CHECKED
AND
APPROVED

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "CITY," hereby quitclaims to the UTAH DEPARTMENT OF TRANSPORTATION, its successors in interest or assigns and licensees

hereinafter "GRANTEE," for valuable consideration, the receipt and sufficiency of which is hereby acknowledge, an easement for the erection and continued maintenance, repair, alteration and replacement of electrical transmission and distribution circuit, with necessary poles, guys, stubs, crossarms, braces and other attachments affirmed thereto, for the support of said circuits, to be erected and maintained on,

upon, over, under and across the following described land, situated in Salt Lake County, State of Utah, to-wit:

Beginning on the westerly no-access line of said freeway at a point 89.50 ft. perpendicularly distant westerly from the centerline of a ramp road known as "B" Line of said project at Engineer Station 33+12.72, said point of beginning is approximately 1623 ft. north along the east line of said Section 28 and 366 ft. west from the SE corner of said Section 28; thence along said westerly no-access line N. 5°38'47" E. 487.60 ft.; thence S. 68°00' W. 65.94 ft.; thence S. 1°35'06" W. 460.65 ft. to a southerly boundary line of said entire tract; thence S. 89°51'50" E. 25.90 ft. along said southerly boundary line to the point of beginning. The above described strip of land contains 0.46 acre, more or less.

Recorded JUN 13 1978 at 9:51 m
Request of Utah Department of Transportation

KATIE L. DIXON, Recorder
Salt Lake County, Utah

\$ No Fee By C. Wayne Maberry Deputy
REF. C. Wayne Maberry

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By acceptance or use 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 subject to being used for utility or other purposes by such person 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.
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 complete 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 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, to be determined by 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 in 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's 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 our 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 Grantor.

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 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 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.

WITNESS the hand of City this 7th day of March, 1978.

SALT LAKE CITY CORPORATION

By [Signature]
MAYOR



Mildred V. Higham
CITY RECORDER

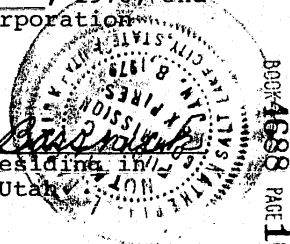
STATE OF UTAH)
: ss.
County of Salt Lake)

On the 7th day of March, 1978, personally appeared before me TED L. WILSON and MILDRED V. HIGHAM, who, being by me duly sworn did say that they are the MAYOR and CITY RECORDER, respectively, of Salt Lake City, a municipal corporation of the State of Utah; that said easement was executed by them on behalf of Salt Lake City by authority of a motion duly passed by the Board of Commissioners of Salt Lake City on the 7th day of March, 1978, and that said persons duly acknowledged to me that said corporation executed the same.

My Commission Expires:

1-8-79

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



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