

Presented to the Board of Commissioners
AND APPROVED

Project No. 1-215-9(6)297
Parcel No. 24F:E

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4/26/79
By Re Montgomery

MAY - 3 1979

Michael V. Highmore
CITY RECORDER

CORRECTION
EASEMENT

RECORDED
INDEXED *RF*
AND
APPROVED

3306090

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "CITY," in order to correct that certain easement given Grantee on March 7, 1978, 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 acknowledged, 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:

A perpetual easement and right-of-way, upon and across part of an entire tract of property in the NE 1/4 SE 1/4 of Section 28, T.1 N., R.1 W., S.L.B. & M., in Salt Lake County, Utah, for the erection and continued maintenance, repair, alteration and replacement of electric 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, under, upon and across said part of an entire tract of property, incident to the construction of a freeway known as Project No. 215-9.

Said part of an entire tract of property is a strip of land the boundaries of which are described as follows:

Beginning on the westerly no-access line of said freeway at a point 89.50 ft. perpendicularly distant westerly from the center line 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

APR 10 9 32 AM '79
Utah Department of Transportation
KATIE L. JOHNSON
RECORDER
SALT LAKE COUNTY
UTAH
David Done

BOOK 4990 PAGE 20

southerly boundary line to the point of beginning. The above described strip of land contains 0.46 acre, more or less.

(This instrument is given to correct that certain easement executed on March 7, 1978 and recorded on June 13, 1978 as Entry No. 3122291 in Book 4688 at Pages 1093, 1094 and 1095 in the office of the Salt Lake County Recorder, Utah.)



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

BOOK 4898 PAGE 71

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 out 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 3rd day of may,
1979.

SALT LAKE CITY CORPORATION

By *D. H. Wilson*
MAYOR


BOOK 4838 PAGE 72



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

On the 3rd day of May, 1979, 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 3rd day of May, 1979; and that said persons duly acknowledged to me that said corporation executed the same.

Katherine L. Bardsnick
NOTARY PUBLIC, residing in
Salt Lake City, Utah



My Commission Expires:

1-8-83