

RETURN TO:
Utah Dept. of Transportation
Rm 404 State Office Bldg.
Salt Lake City, Utah 84114

3448056

Parcel No. 215-9:24F:EQ

Project No. I-215-9(6)297

ASSIGNMENT OF EASEMENT

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director, Assignor, of Salt Lake City, County of Salt Lake, State of Utah, hereby assigns and transfers to UTAH POWER & LIGHT COMPANY, a corporation of the State of Utah, Assignee, for the sum of One (\$1.00) Dollars, all the liabilities, rights, title and interests conveyed to the UTAH DEPARTMENT OF TRANSPORTATION in that certain Easement, recorded on July 10, 1979 as Entry No. 3306090 in Book 4898 at Pages 70, 71, 72 and 73 in the office of the Salt Lake County Recorder, Utah, to-wit:

Said easement is a perpetual easement and right of way, upon and across part of an entire tract of property in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ 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.

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 a freeway known as Project No. 215-9 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.

Said entire tract of property is owned in fee by Salt Lake City Corporation, hereinafter referred to as City.

By acceptance or use hereof, Assignee 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 be used for utility or other purposes by such person the City may designate at any time.
2. Assignee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the easement granted.
3. Assignee's said facilities shall be installed as nearly as possible in the center of the described premises.
4. Assignee 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, Assignee will submit a complete set of as constructed plans and specifications to the City Engineer.
5. After installation of said facilities, Assignee will, at its sole expense, restore the surface of any land disturbed by Assignee 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 Assignee 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 Assignee.
6. No supervision or advisory control, if any, exercised by City or in its behalf, shall relieve Assignee of any duty or responsibility to the general public nor relieve Assignee from any liability for loss, damage or injury to persons or property sustained by reason of the installation, maintenance or removal of Assignee's facilities, nor of Assignee's liability for damage to City's premises; and Assignee agrees to indemnify and save harmless City, the Utah Department of Transportation, their 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 Assignee.

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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 Assignee's facilities interfere with any City purpose, upon receipt of written notice from City, Assignee 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 City.

8. In the event Assignee 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 Assignee shall have a reasonable time, to be determined by City, in which to remove its said facilities.

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

10. In the event Assignee 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 Assignee will, upon City's written request, remove all remaining facilities at Assignee's sole expense.

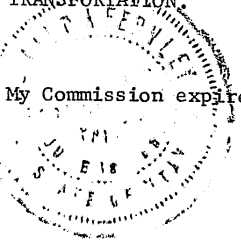
IN WITNESS WHEREOF, the said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this 12th day of June, A.D. 1980, by its Director.

UTAH DEPARTMENT OF TRANSPORTATION

By William J. Hurley
Director

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

On the 12th day of June, A.D. 1980, personally appeared before me William J. Hurley, who by me duly sworn did say that he is the Director, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.



My Commission expires June 18, 1981

Ronald A. Fenley
Notary Public

Helen Doble
Helen Doble

DEPT OF TRANSPORTATION
RECORDS
SALT LAKE COUNTY, UTAH
JUN 27 10 22 AM '80
KATIE L. DIXON
REGORDEE
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