

4106557

JUN 11 1985

EASEMENT

CITY RECORDER

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "CITY", hereby quitclaims to The Mountain States Telephone and Telegraph Company, a Colorado corporation, hereinafter "GRANTEE", for valuable consideration, the receipt and sufficiency of which is hereby acknowledge, an easement five (5) feet in width, two and one-half (2 1/2) feet on each side upon, over, under and across the following described land, situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point 3526.57 feet North and 1256.14 feet East of South Quarter corner of Section 33, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point further described as being Station 77+86 North and 0+33 West East Side Airport Grid System (E.A.G.S.); thence North 89°57'22" West 1038.50 feet to Grid Station 77+86 North and 10+71.5 West; thence North 0°02'38" East 214.00 feet to Grid Station 80+00 North and 10+71.5 West,

Also, an easement five (5) feet in width, two and one-half (2 1/2) feet on each side of the following centerline:

Beginning at a point 3485.57 feet North and 1251.10 feet East of South Quarter said Section 33, said point further described as being Station 77+45 North and 0+38 West (E.A.G.S.); thence North 00°02'38" East 1150 feet to Grid Station 88+95 North and 0+38 West.

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

MOUNTAIN BELL/RIGHT OF WAY
250 BELL PLAZA ROOM 510-A
SALT LAKE CITY UTAH 84111

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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 Grantees 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 manner as it deems necessary to construct roads, or to carry out 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 City.

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 had of City this _____ day of JUN 11 1985

19____.

SALT LAKE CITY CORPORATION

By *[Signature]*
Mayor

[Signature]
City Recorder

STATE OF UTAH)
SS
COUNTY OF SALT LAKE)

CITY RECORDER

On the _____ day of JUN 11 1985, 19____, personally appeared before me TED WILSON and KATHRYN MARSHALL who, being by me duly sworn did say tht they are the Mayor and City Recorder, respectively, of Salt Lake City, a municipal corporation of the State of Utah, and that said persons duly acknowledged to me that said corporation executed the same.

KATHY DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

JUL 5 8 25 AM '85

MULLEN BELL
\$ _____ DEP

[Signature]
Jacqueline Pope

751

[Signature]
Notary Public

[Signature]
Residing in:

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