

4845009

MARK G. WHITLOCK
UTAH POWER & LIGHT CO.
Property Services Dept.
1407 West North Temple, Rm. #274
Salt Lake City, Utah 84140

RECEIVED

OCT 24 1989

APPROVED

UTILITIES

OCT 17 1989

CITY RECORDER

EASEMENT

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City", hereby quitclaims to UTAH POWER & LIGHT COMPANY, a Division of Pacific Corp., an Oregon Corporation with offices in Salt Lake County, Utah, hereinafter "Grantee", for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an easement solely for Grantee's use for the construction, operation, relocation and replacement of underground electric transmission and transmission lines, communications circuits, fiber optic cables and associated facilities upon, over, under and across the following described land, situated in Salt Lake County, State of Utah, to-wit:

A right of way 10 feet in width, being 5 feet on each side of the following described centerline: Beginning on the South boundary line of the East Jordan Canal at a point 670 feet South and 660 feet West, more or less, from the northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence North 0° 31' West 50 feet to the North boundary line of said canal and being in the Northeast Quarter of the Northeast Quarter of said Section 29.

JPB
6-30-89

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 which persons and as the City may designate at any time.

1200

4845009
06 NOVEMBER 89 02:06 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
REC BY: D DANGERFIELD, DEPUTY

5866174 REC

78

2. Grantee shall not disturb any existing sewer, water, canal facilities 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 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, save harmless and defend the City, its agents and employees from and against any and all claims, loss, cost or expense, including attorney's fees, arising out of the construction maintenance, removal or other 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 the 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, after 30 days prior written notice of such failure or noncompliance from City, this easement may, at City's sole option, 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 or share any of its rights hereunder without the prior written consent of the 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.

WITNESS the hand of the City this _____ day of
OCT 17 1989, 1989.

SALT LAKE CITY CORPORATION

Palmer A. DePaulis
MAYOR

APPROVED

OCT 17 1989

CITY RECORDER

ATTEST:

[Signature]
CITY RECORDER

FINANCE APPROVAL

Funds Not Needed [Signature]

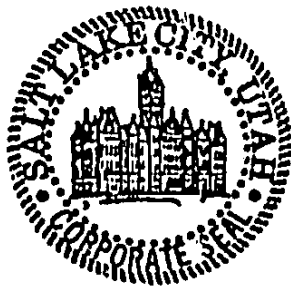
Funds Available _____

Contract # 01-90229

ATTORNEY APPROVAL

APPROVED AS TO FORM

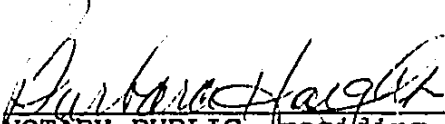
10-16-89 [Signature]



2027(17) REC 91

STATE OF UTAH)
 :
County of Salt Lake)

On the _____ day of OCT 17 1989, 1989,
personally appeared before me PALMER DePAULIS and KATHRYN
MARSHALL, who being by me duly sworn, did say that they are
the MAYOR and CITY RECORDER, respectively, of SALT LAKE CITY
CORPORATION, and said persons acknowledged to me that said
corporation executed the same.

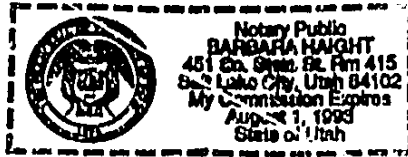


NOTARY PUBLIC, residing in
Salt Lake County, Utah

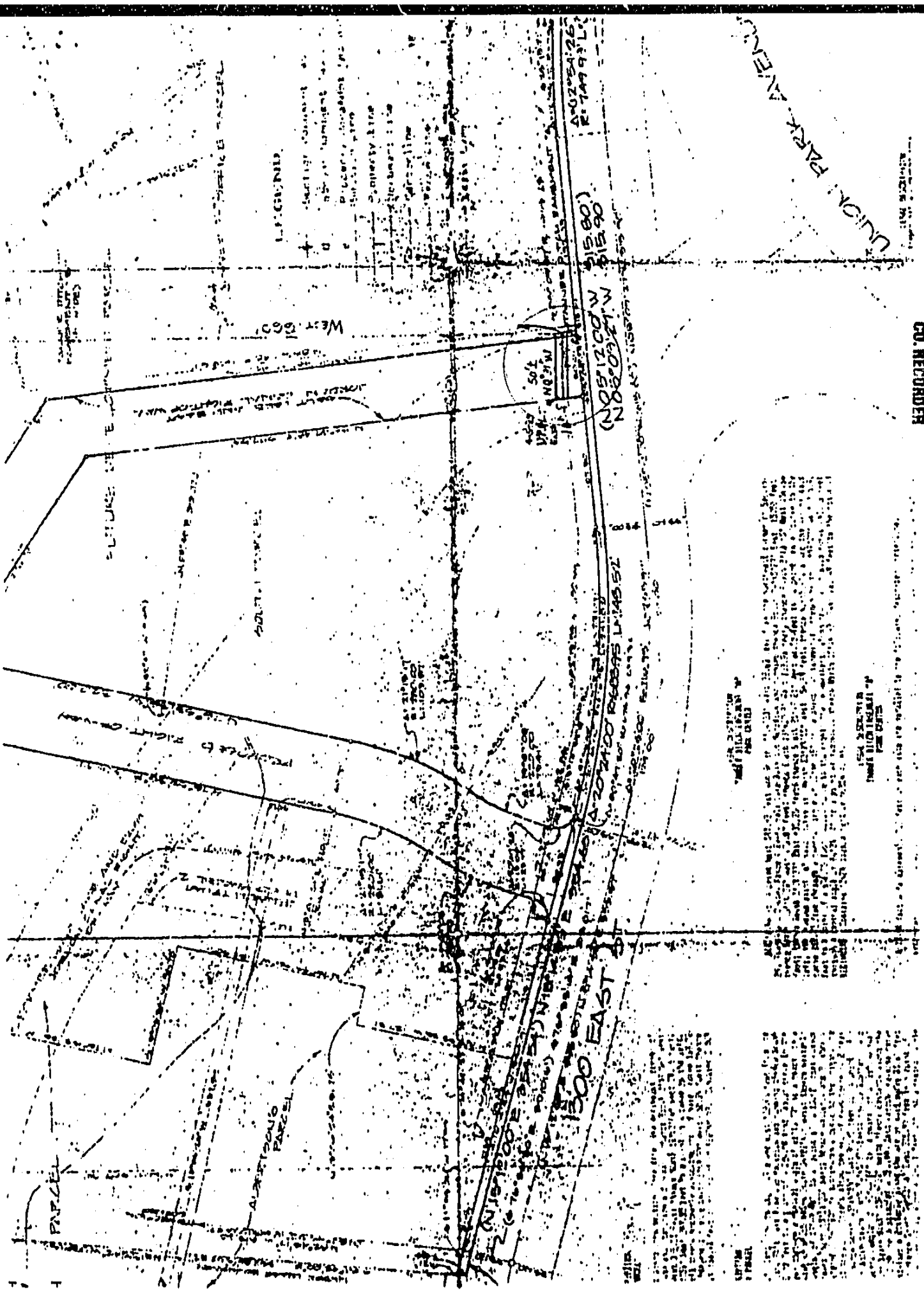
My Commission Expires:

8-1-93

RLM:cc



330 (17) REC 82



THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, ss. I, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the office of the County Recorder of said County of Los Angeles, State of California, on this 15th day of August, 1980.

GLENDA M. BROWN
 COUNTY RECORDER

JOHN W. BROWN
 COUNTY RECORDER