

6002018

Parcel No.: _____
Project No.: _____

PERMANENT
EASEMENT
INDIVIDUAL(S)

6002018
01/11/95 2:54 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMISSION CLERK
REC BY: B GRAY DEPUTY - WI

AMBROSE MOTTA, TRUSTEE OF "THE AMBROSE MOTTA REVOCABLE TRUST," and ZELDA MOTTA, TRUSTEE OF "THE ZELDA MOTTA REVOCABLE TRUST," GRANTOR(S), hereby grant(s) and convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration a permanent non-exclusive easement under, over and across the following described property for purposes of constructing and maintaining traffic control facilities along the improved Fort Union Boulevard roadway, to-wit:

Said easement situated in the northwest quarter of Section 29, T2S, R1E, Salt Lake Base and Meridian,

Beginning at a point that is South 298.27 feet and West 36.93 feet from the North Quarter corner of Section 29, Township 2 South, Range 1 East, S.L.B. & M., and running thence South 51° 21' 20" West 31.60 feet; thence North 59° 26' 52" West 39.36 feet; thence North 05° 47' 08" East 32.89 feet; thence South 73° 55' 23" East 35.49 feet; thence South 42° 24' 16" East 31.38 feet to the point of the beginning.

The above described easement contains 1831.24 square feet or 0.04 acres and is more fully depicted on the map attached hereto as Exhibit A.A1 and A2.

The easement is subject to the Utility Easement Addendum attached hereto as Exhibit B, Grantee by recording this easement and/or utilizing the easement rights granted herein is deemed to have consented to the provisions of said addendum.

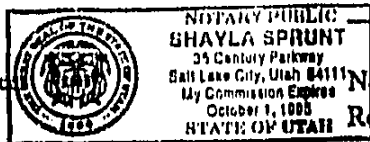
WITNESS, the hand of said GRANTOR(s)

Zelda Motta
Ambrose Motta

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

On the 16 day of November, 1994, personally appeared before me Zelda and Ambrose Motta, the signer(s) of the written instrument who duly acknowledged to me that they executed the same.

(NOTARY SEAL)



Shayla Sprunt
Notary Public
Residing in Salt Lake

My Commission expires 10-1-95

Prepared by: _____
Checked by: _____

Proofread by: _____
Typed by: _____

BK 7085 Pg 1864

EXHIBIT "B"

UTILITY EASEMENT ADDENDUM

Notwithstanding anything to the contrary contained in the Easement dated November 16, 1994, to which this Addendum is attached, the following provisions shall apply:

1. The Easement is nonexclusive. If the Easement is abandoned, Salt Lake County (the "Grantee") shall upon request of Grantor remove, or properly cap to Grantor's satisfaction, the traffic control and related equipment and return the easement area to the same condition and state of repair as existed immediately prior to any removal activities of the Grantor. This will be done at the Grantee's expense.

2. Grantee shall maintain the traffic control and related equipment in good order and repair and in a proper operating condition.

3. Grantee agrees that all work within the easement area or in connection with this Easement shall be done in a manner so as to reasonably minimize interference with the operations of, and public access to, the shopping center (Fort Union).

4. Grantee shall replace and restore to its condition immediately prior to any ground disturbing activity of Grantee, the surface of the easement area and any subsurface base course or utility or irrigation lines disturbed by it in the course of maintenance or repair of its traffic control facilities and related equipment; provided such surface and subsurface then consist only of paved and striped road areas, base course, sidewalks, curbs, landscaped areas, other underground utility lines, underground irrigation lines and similar improvements.

5. Grantee shall indemnify and save Grantor (and its respective successors, assigns, tenants and subtenants) harmless from, and defend them against, any and all liability and damages arising out of Grantee's maintenance, repair and/or inspection of the traffic control facilities and related equipment installed within the easement area provided that such liability or damages are not due to Grantor's negligence.

6. Upon the request of Grantor, Grantee shall allow the relocation of the Easement provided such relocation does not impair or adversely affect the proper functioning or maintenance of Grantee's facilities and provided Grantor is responsible for all costs associated with such relocation.

7. Grantor reserves the right to allow other utility lines to be installed across and within the easement area, provided such installation does not interfere with the installation, maintenance, repair, and operation of, or endanger, traffic control facilities and related equipment of Grantee.

8. Grantee represents that the construction of its traffic control facilities will be consistent with the drawings as prepared by Eckhoff Watson, and Preator dated September 1994, and the Universal Site Plan dated May 3, 1994 by Eckhoff Watson and Preator, approved by Salt Lake County July 12, 1994. Prior to any changes to the traffic control facility and Fort Union Boulevard westerly of the traffic control device, Salt Lake County will obtain Grantor's approval for such proposed changes.

9. Grantee represents that if the proposed traffic control facility referenced in the Easement is not constructed within two years of date of this Easement, that the Easement shall be considered abandoned and will mutually work with Grantor to remove Easement from record and property title, via an Easement vacation format.

10. Once document is recorded, copies will be forwarded to Grantor:

Ambrose Motta Revocable Trust
and
Zelda Motta, Trustee of the Zelda Motta Revocable Trust
7063 South 900 East
Midvale, Utah 84047

With copy to:
J.P. Realty
35 Century Park-Way
Salt Lake City, Utah 84115
Attention Project Director

WITNESS, the hand of said GRANTEE

STATE OF UTAH)

: SS.

County of Sale Lake)

On the _____ day of _____, 19____, personally appeared before me _____
_____, the signer(s) of the written instrument who duly acknowledged to me that
they executed the same.

(NOTARY SEAL)

My Commission expires:

Notary Public
Residing in _____