

WHEN RECORDED MAIL TO:  
Salt Lake City Property Management  
451 South State Street, Room 245  
Salt Lake City, Utah 84111

6456510  
09/16/96 4:54 PM \*\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PROPERTY MANAGEMENT  
REC BY: V ASHBY DEPUTY - WI

## EASEMENT

6456510  
SUGAR HOUSE PARK AUTHORITY, a Utah nonprofit Corporation, "Grantor", at 1330 East 2100 South, Salt Lake City, Utah 84105, hereby grants to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, its successors in interest and assigns, hereinafter "Grantee", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a 60' x 90' rectangular shaped perpetual, nonexclusive easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of two individual traffic signal bases, poles and associated facilities, hereinafter "facilities", upon, over, under and across the following described land situated in Salt Lake County, State of Utah as follows:

RE: S. well I.D. No. 16-21-101-001-0000  
See Exhibit A for Legal Description - attached hereto and by reference made a part hereof.  
Affects the Southeast & Southwest Corners of 2100 South and 1500 East Streets Intersection in Salt Lake City.

Together with all rights of ingress and egress necessary or convenient for the full and complete enjoyment of the easement granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use of this easement.

FOUR COPY  
CO. RECORDER

Subject to the following terms and conditions:

1. Grantee shall not disturb any existing sewer, water or other utility lines within the boundaries of the easement granted without first notifying Grantor. After initial installation of the facilities, Grantee shall not interfere with structures, gates and sidewalks placed by Grantor within the easement without the express consent of Grantor.
2. Grantee shall construct all improvements within the easement in accordance with the plans and specifications approved by Grantor.
3. Grantee shall comply with all applicable City ordinances, State and County laws in the installation, maintenance or removal of said facilities.
4. After installation of said facilities, or as a part of any subsequent maintenance, repair or improvements, Grantee will, at its sole expense, restore the surface of any Park property disturbed by Grantee within Sugar House Park 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 time after receipt of written notice from Grantor, Grantor may restore or have the surface and/or damage repaired at the entire expense of Grantee.
5. Grantee agrees to indemnify and save harmless Grantor, 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, operation or use of said facilities by Grantee or by the public.

WITNESS the hand on this 17 day of September, 1996.

SUGAR HOUSE PARK AUTHORITY

Attest:

Connie A. Cannon  
Secretary

Robert Ray  
President, Sugar House Park Authority Board

SK 7490 PG 0841



## EXHIBIT A

### EASEMENT

Commencing at the Northwest corner of Section 21, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South, 7.24 feet to a point; thence South  $89^{\circ}58'14''$  East, 1401.78 feet to a Salt Lake City Centerline Monument at the intersection of 2100 South Street and 1500 East Street; thence South  $0^{\circ}03'12''$  East, 70.00 feet to the point of beginning; thence

South  $89^{\circ}58'14''$  East, a distance of 42.00 feet to a point; thence

South  $0^{\circ}01'46''$  West, a distance of 60.00 feet to a point; thence

North  $89^{\circ}58'14''$  West, a distance of 90.00 feet to a point; thence

North  $0^{\circ}01'46''$  East, a distance of 60.00 feet to a point; thence

South  $89^{\circ}58'14''$  East, a distance of 48.00 feet to the point of beginning, being 5,400 square feet, more or less.

Subject to any easements or encumbrances existing of record or apparent on inspection of the premises.

SK 7490 PG 0843