

Bet. Stas. 13+36 & 14+02
left side of highway

Parcel No. 286:1:EC
Project No. 41-H-268

Presented to the Board of Commissioners
AND APPROVED

WHEN RECEIVED RETURN TO
SALT LAKE COUNTY
REAL ESTATE DIVISION

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 11/7/79
By Re. Montgomery

NOV 13 1979

Mildred H. Highman
CITY RECORDER
3372439

E A S E M E N T

SALT LAKE CITY CORPORATION, a municipal corporation of the State
of Utah, hereinafter "CITY," hereby quitclaims to SALT LAKE
COUNTY, a body corporate and politic of the State of Utah,

hereinafter "GRANTEE," for valuable consideration, the receipt and
sufficiency of which is hereby acknowledge, an easement for the
purpose of constructing and maintaining thereon a bridge
and appurtenant parts thereon, which must be designed not to
interfere with water flow and plans for which must be submitted
for City's prior approval,

upon, over, under and across the following described land, situated
in Salt Lake County, State of Utah, to-wit:

Beginning at a point on the North line of North
Union Avenue and the East line of the East Jordan
Canal extension, said point being South 0°04'01"
West along the center section line 1262.601 feet
and North 71°59'14" West along said North line of
North Union Avenue 253.907 feet from the North one
quarter corner of Section 29, Township 2 South,
Range 1 East, Salt Lake Base and Meridian; and run-
ning thence North 71°59'14" West along said North
line 66.268 feet to a point on a curve to the right,
the radius point of which is South 67°10'43" East
510.48 feet; thence Northeasterly along the arc of
said curve 20.11 feet; thence South 71°59'14" East
92.76 feet; thence South 73°01'25" West 34.876 feet
to the point of beginning and containing 0.037 acre,
more or less.

JJB
10/16/79

No Fee

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

Also:

Beginning at a point on the South line of North
Union Avenue and the East line of the East Jordan
Canal extension, said point being South 0°04'01"
West along the center section line 1321.98 feet and
North 71°59'14" West along said South line 278.70
feet from the North one quarter corner of Section
29, Township 2 South, Range 1 East, Salt Lake Base
and Meridian; and running thence North 71°59'14"
West along said South line of North Union Avenue
66.11 feet to a point on a curve to the right, the
radius point of which is North 68°17'15" West 444.48
feet; thence Southwesterly along the arc of said
curve 20.08 feet; thence South 71°59'14" East 66.34
feet to a point on a curve to the left, the radius
point of which is North 66°30'50" West 510.48 feet;
thence Northeasterly along the arc of said curve
20.07 feet to the point of beginning, containing
0.030 acre, more or less.

JJB
10/16/79

EC 4 8 54 AM '79
SALT LAKE COUNTY
O OF _____
F _____

Evelyn Thompson
Evelyn Thompson

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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 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 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 a manner as it deems necessary to construct roads, or to carry our 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 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, 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.

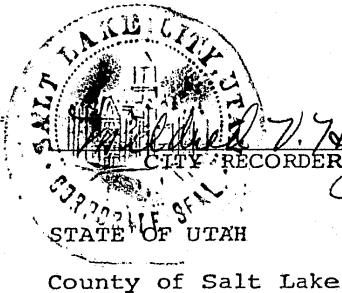
9. Grantee shall not assign any of its rights hereunder without the prior written consent of City.

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 hand of City this 13th day of November, 1979.

SALT LAKE CITY CORPORATION

By [Signature]
TEMPORARY CHAIRMAN



[Signature]
CITY RECORDER

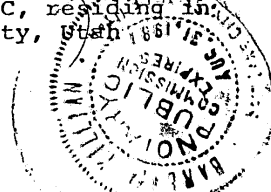
)
: ss.
County of Salt Lake)

On the 13th day of November, 1979, personally appeared before me Jennings Phillips, Jr. and Mildred T. Heghan, who, being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Salt Lake City, a municipal corporation of the State of Utah; that said easement was executed by them on behalf of Salt Lake City by authority of a motion duly passed by the Board of Commissioners of Salt Lake City on the 13th day of November, 1979, and that said persons duly acknowledged to me that said corporation executed the same.

My Commission Expires:

8-31-81

[Signature]
NOTARY PUBLIC, residing in
Salt Lake City, Utah



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