

13703667  
06/29/2021 02:10 PM \$0.00  
Book - 11198 Pg - 6671-6677  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PROPERTY MANAGEMENT  
PO BOX 145460  
SLC UT 84114  
BY: ARA, DEPUTY - WI 7 P.

When recorded mail to:  
Salt Lake City Corporation  
Real Estate Services  
451 South State Street, Rm 425  
Salt Lake City, Utah 84114

*Space above for County Recorder's use*  
PARCEL I.D.# 16-18-382-019-0000

### TEMPORARY CONSTRUCTION AND PERMANENT ACCESS EASEMENTS

For value received, CTAG, LLC, a Utah limited liability corporation ("Grantor"), with an address of 6375 South Highland Drive, Salt Lake City, Utah 84121, hereby grants to SALT LAKE CITY CORPORATION, a Utah municipal corporation, with an address of Attn: Real Estate Services, 451 South State Street, Room 425, Salt Lake City, Utah 84114, its successors and assigns, ("Grantee"), the following "Easements", which are more particularly described in Exhibit A and displayed in Exhibit B attached hereto and incorporated herein.

- (1) A temporary construction easement lasting the duration of construction ("Temporary Construction Easement") for the reconstruction and installation of improvements reasonably related to traffic signals and equipment (collectively, the "Facilities"), on the real property owned by Grantor in Salt Lake County, State of Utah.

To have and to hold the same unto Grantee, its successors and assigns, during the Initial Construction Period (as defined below), with the right of ingress and egress to and from the property as may be reasonably necessary in connection with the initial construction and installation of improvements reasonably related to the Facilities. Grantor shall have the right to use the Property provided such use does not unreasonably and materially interfere with the construction of the Facilities or any other rights granted to Grantee hereunder. This Temporary Construction Easement will become effective on the date indicated below and shall automatically terminate and expire upon the earlier of date the initial construction of the Facilities is completed or September 30, 2022 (the "Initial Construction Period").

Without limiting the generality of the foregoing, Grantor and Grantee do hereby covenant, warrant and agree as follows:

- (a) Grantor shall not build or construct, nor permit to be built or constructed, over or across the Temporary Construction Easement any building, retaining walls, footings or any other improvement that impairs the maintenance or operation of the Facilities or place personal property within the Temporary Construction Easement that impairs the initial construction of the Facilities.

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
P.O. BOX 145515  
SALT LAKE CITY, UTAH 84114-5515

1

Ent 13703667 BK 11198 PG 6671

RECORDED

JUN 28 2021

CITY RECORDER

06-9-21-3144-1

(b) Grantee shall reclaim and restore the surface of the Temporary Construction Easement either during or immediately following the Initial Construction Period and clean up and remove all trash or debris or obstacles created or placed thereon (outside of the Permanent Access Easement) in Grantee's exercise of the rights granted by this Temporary Construction Easement.

(c) Grantee agrees to indemnify, hold harmless and defend Grantor, its agent and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the Temporary Construction Easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.

- (2) A permanent, perpetual, non-exclusive easement ("Permanent Access Easement") for the construction, operation, maintenance, repair, replacement, and removal of the traffic signal and equipment on the real property owned by Grantor in Salt Lake County, State of Utah.

Without limiting the generality of the foregoing, Grantor and Grantee do hereby covenant, warrant and agree as follows:

(a) In the case of the Permanent Access Easement, (without payment therefor) Grantee shall keep Grantor's property free and clear of any liens or charges arising from Grantee's operations or activities on the Permanent Access Easement. Grantee shall clean up and remove all trash or debris or obstacles unrelated to Grantee's use and created or placed thereon in Grantee's exercise of the rights granted in this Permanent Access Easement.

(b) Grantor also grants to Grantee the right of access to the Permanent Access Easement from adjacent lands of Grantor for all activities in connection with the purposes for which the Permanent Access Easement has been granted.

(c) Grantee will be responsible for the design, oversight, construction, operation and maintenance of the Facilities and any subsequent responsibilities in perpetuity.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** Utah State Parks represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code;





**EXHIBIT "A"**  
**TO**  
**TEMPORARY CONSTRUCTION**  
**AND PERMANENT ACCESS EASEMENTS**

---

Easements are granted within the legal descriptions included below at the parcel address of 203-213 East 2100 South, Salt Lake City, Utah 84115.

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

Beginning at the Southwest Corner of Parcel #16-18-382-019 as recorded in Book 10819, Page 2333, Salt Lake County Recorders Office, which is N89°52'23"E 32.99 feet from the Southwest Corner of Lot 1, Block 5, 5 Acre Plat 'A', Big Field Survey and running thence along the East Line of 200 East Street N00°13'40"E 15.00 feet; thence S44°57'17"E 21.15 feet to the North Line of 2100 South Street; thence along said North Line S89°52'23"W 15.00 feet to the point of beginning.

Contains 112 square feet, more or less.

**PERMANENT ACCESS EASEMENT DESCRIPTION**

Beginning at the Southwest Corner of Parcel #16-18-382-019 as recorded in Book 10819, Page 2333, Salt Lake County Recorders Office, which is N89°52'23"E 32.99 feet from the Southwest Corner of Lot 1, Block 5, 5 Acre Plat 'A', Big Field Survey and running thence along the East Line of 200 East Street N00°13'40"E 15.00 feet; thence S44°57'17"E 21.15 feet to the North Line of 2100 South Street; thence along said North Line S89°52'23"W 15.00 feet to the point of beginning.

Contains 112 square feet, more or less.

**EXHIBIT "B"**  
**TO**  
**TEMPORARY CONSTRUCTION & PERMANENT ACCESS EASEMENTS**

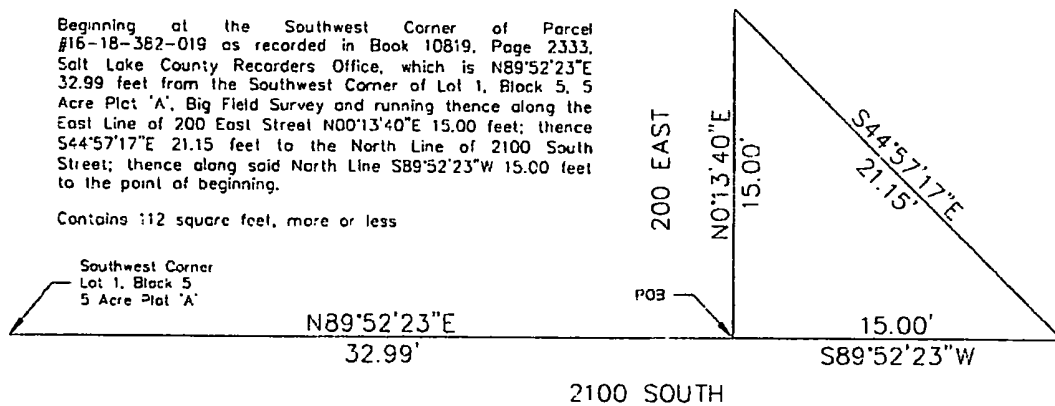
---

**TRAFFIC SIGNAL EASEMENT**

203-213 EAST 2100 SOUTH  
 CTAG, LLC  
 16-18-382-019

Beginning at the Southwest Corner of Parcel #16-18-382-019 as recorded in Book 10819, Page 2333, Salt Lake County Recorders Office, which is N89°52'23"E 32.99 feet from the Southwest Corner of Lot 1, Block 5, 5 Acre Plct 'A', Big Field Survey and running thence along the East Line of 200 East Street N00°13'40"E 15.00 feet; thence S44°57'17"E 21.15 feet to the North Line of 2100 South Street; thence along said North Line S89°52'23"W 15.00 feet to the point of beginning.

Contains 112 square feet, more or less











# Easement Agreement - 2100 Traffic Light Project - City Grantee

Final Audit Report

2021-06-14

Created:	2021-06-10
By:	Olga Crump (olga.crump@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvrGp_t53OEoWpf1xN6MNwoYCcxhtQMQ

## "Easement Agreement - 2100 Traffic Light Project - City Grantee" History

-  Document created by Olga Crump (olga.crump@slcgov.com)  
2021-06-10 - 9:38:17 PM GMT- IP address: 204.124.13.151
  
-  Document emailed to Cori Moore (cori.moore@slcgov.com) for signature  
2021-06-10 - 9:43:05 PM GMT
  
-  Email viewed by Cori Moore (cori.moore@slcgov.com)  
2021-06-11 - 5:07:11 PM GMT- IP address: 204.124.13.222
  
-  Document e-signed by Cori Moore (cori.moore@slcgov.com)  
Signature Date: 2021-06-11 - 5:07:41 PM GMT - Time Source: server- IP address: 204.124.13.222- Signature captured from device with phone number XXXXXXX8332
  
-  Document emailed to Kimberly Chytraus (kimberly.chytraus@slcgov.com) for signature  
2021-06-11 - 5:07:43 PM GMT
  
-  Email viewed by Kimberly Chytraus (kimberly.chytraus@slcgov.com)  
2021-06-14 - 8:59:34 PM GMT- IP address: 204.124.13.222
  
-  Document e-signed by Kimberly Chytraus (kimberly.chytraus@slcgov.com)  
Signature Date: 2021-06-14 - 8:59:51 PM GMT - Time Source: server- IP address: 204.124.13.222
  
-  Agreement completed.  
2021-06-14 - 8:59:51 PM GMT

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
P.O. BOX 145515  
SALT LAKE CITY, UTAH 84114-5515



POWERED BY  
Adobe Sign