

Presented to the Board of Commissioners
AND APPROVED

JAN 30 1979

Mildred V. Higham
CITY RECORDER
3248109

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/25/79
By *[Signature]*

R/W - 72143

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 MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, 931 14th Street, Denver, Colorado 80202,

hereinafter "GRANTEE," for valuable consideration, the receipt and sufficiency of which is hereby acknowledge, an easement for the construction, operation, maintenance and removal of such communication-related facilities, from time to time, as Grantee may require

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 lower side of the Jordan and Salt Lake City Canal 1.5 rods from the center thereof at right angles thereto 200.31 feet North 0° 13' 57" East and 519 feet South 89° 47' 10" West from the Southeast corner of Lot 1, Block 27, 10 Acre, Plat "A" Big Field Survey; thence running South 32° East 120.0 feet; thence East 7.08 feet; thence North 32° West 120.0 feet; thence West 7.08 feet to the point of beginning.

[Handwritten initials]
12-2-78

Where such facilities may cross City's Jordan and Salt Lake City Canal, such crossing shall be on top of an existing drain conduit and incased in a PVC or cast iron pipe not more than four inches in diameter.

REQ OF
REF *[Signature]*
C. Wayne Maberry

MOUNTAIN BELT

MAR 12 9 36 AM '79

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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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 30th day of January, 1979

SALT LAKE CITY CORPORATION

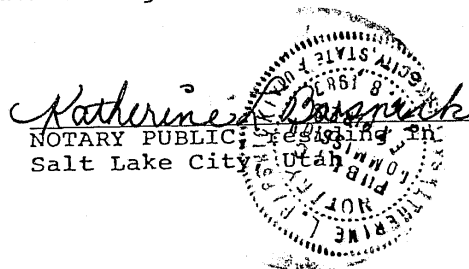
[Signature]
TEMPORARY CHAIRMAN



)
: ss.
County of Salt Lake)

On the 30th day of January, 1979, personally appeared before me Jennings Phillips, Jr. and Mildred V. Higham, who, being by me duly sworn did say that they are the Temporary Chairman 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 30th day of January 1979, and that said persons duly acknowledged to me that said corporation executed the same.

My Commission Expires:
1-8-83



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