

WHEN RECORDED MAIL TO:  
Salt Lake City Corporation  
Property Management  
451 South State Street, Rm. 245  
Salt Lake City, UT 84111

7845179  
03/16/2001 10:58 AM NO FEE  
Book - 8434 Pg - 7628-7629  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PROPERTY MANAGEMENT  
BY: RDJ, DEPUTY - WI 2 P.

## E A S E M E N T

7845179

**SCHMIDT SIGN SERVICE, INC.** "GRANTOR", whose address is 1265 South 300 West, Salt Lake City, Utah 84101, hereby conveys 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 perpetual easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of a traffic signal base, pole and associated facilities upon, over, under, and across the following described land situated in Salt Lake County, State of Utah, as follows:

Affects Sidwell No. 15-12-458-003-0000, Northeast Corner of 1300 South and 300 West Streets

Beginning at a point which is North 89°57'15" East 33.97 feet and North 00°02'45" West 2.87 feet from the Southwest corner of Lot 18, Fox's Subdivision, a subdivision in the Southwest Quarter of Section 12, Township 1 South Range 1 West, Salt Lake Base and Meridian, said point being on the north right-of-way line of 1300 South Street; thence North 43°10'13" West 21.93 feet to the east right-of-way line of 300 West Street; thence North 00°01'03" West 3.92 feet along said east right-of-way line; thence East 15.00 feet; thence South 00°01'04" East 19.92 feet to the point of beginning. Contains 179 sq. ft.

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. 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 notifying Grantor.
2. Grantee shall comply with all applicable City ordinances, State and County laws in the installation, maintenance or removal of said facilities.
3. After installations 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 after receipt of written notice from Grantor, Grantor may restore or have the surface and/or damage repaired at the entire expense of Grantee.
4. 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 or use of said facilities by Grantee.

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