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WHEN RECORDED MAIL TO:  
West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

Parcel No. 19-34-200-012

**GRANT OF PERMANENT EASEMENT**

8259506

CALVIN J. SPRATLING and CARLA P. SPRATLING, individuals residing in Umatilla County, Oregon, and WILLIAM MAX SPRATLING, an individual residing in Elko County, <sup>Nevada</sup> Oregon (collectively referred to as "Grantor"), for the consideration of ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant and convey to the CITY OF WEST JORDAN, a municipal corporation and political subdivision of the State of Utah, (referred to as "Grantee"), its licensees and agents, a PERMANENT EASEMENT upon, over, across and under the following land which is more particularly described as indicated on Exhibit A.

CJS  
WMS

Grantee, its licensees and agents, shall have the right to access, ingress and egress over, under and across the Easement herein described for the following purposes: (1) to access property (referred to as the "Site") on which Grantee will construct a water reservoir, and (2) to construct, operate, maintain, replace, repair and remove a water pipeline, subject to the following terms and conditions:

1. The term of this Easement for purposes of accessing the Site (purpose number 1 above) shall be temporary and shall be for a period not to exceed the time in which construction of the water reservoir is completed and accepted and the required warranty period, to begin running upon the date of acceptance, has expired.
2. Grantee shall, at Grantee's expense, construct a gate and fencing as shown on the drawing attached hereto as Exhibit B to prevent Grantee and others from accessing property of Grantor other than that described herein. The gate shall be located a sufficient distance west of the railroad tracks (approximately 500 feet) to allow Grantee to access the Site via an additional northbound access road to be constructed. The gate shall be constructed in such a manner as to prevent Grantee and others from bypassing the gate. Grantee shall, at Grantee's expense, remove the existing gate located approximately 100 feet east of the railroad tracks, or, at Grantor's option will relocate the existing gate to the new gate location.
3. Grantee shall be permitted to travel over and across the Easement only as is necessary for ingress and egress to and from the Site, for removal and construction of gate and fencing as described in paragraph 2 above, and for construction, operation, maintenance, replacement, repair and removal of the water pipeline.
4. The access road located within the Easement shall remain open at all times or, where the water pipeline must cross the access road (see Exhibit B attached hereto and made a part hereof), Grantee shall construct an alternate access road which permits vehicles to bypass the closure. Grantee shall not at any time impede travel by Grantor, Channel 4, or their successors, assigns, lessees, licensees and agents over and across the access road or the alternate access road. Grantee, its licensees and agents, shall not at any time locate equipment or trenches in such manner as would prevent ingress and egress over and across the access road or an acceptable alternate.
5. During construction of the water reservoir and pipeline, Grantee shall be permitted to travel over and across the Easement with heavy construction equipment, except track equipment, provided that any damage caused by such ingress and egress shall be immediately repaired and the Easement restored to substantially the same condition as it was in prior to being damaged. Track equipment shall be carried to and from the Site on a trailer.
6. After construction of the water reservoir and water pipeline is complete, Grantee shall not travel over and across the Easement with heavy construction equipment except at such time as it may be necessary to perform maintenance, repair, replacement or removal of the water reservoir and water pipeline.

CJS  
WMS

BK8607PG6169

7. When use of the access road becomes necessary for maintenance, repair, replacement or removal of the water reservoir and/or water pipeline, and where emergency conditions do not prevent it, Grantee shall provide advance notice to Grantor and Channel 4 if the use of heavy construction equipment will be required. Upon completion of the necessary work, Grantee shall immediately repair and restore the Easement to substantially the same condition as before the work was performed.
8. Grantee shall indemnify and hold harmless Grantor, Channel 4, their successors, assigns, lessees, licensees and agents from any and all claims associated with use of the Easement by Grantee, its licensees and agents.

The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted. Grantor shall not construct buildings, fences, or other structures which would interfere with access, ingress and egress over, under and across the Easement, nor shall Grantor remove, damage or destroy the access road located within the Easement or any part thereof without granting to Grantee an equivalent easement. ~~Should Grantor remove, damage, destroy, or prevent use by Grantee of the access road located within the Easement, Grantor shall provide an equivalent access road, the description of which will be provided at that time, consistent with the purpose and intent of this Easement Agreement.~~

cds  
lpa  
wms

BK 8607 PG 6170

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 27 day of February, 2002.

CALVIN J. SPRATLING

Calvin J. Spratling

STATE OF Oregon )  
 ) ss.  
COUNTY OF Umatilla )

The above instrument was acknowledged before me by CALVIN J. SPRATLING, this 27 day of February, 2002.

Michelle Burns  
Notary Public

My Commission Expires: 8/14/05  
Residing at: Pendleton OR



CARLA P. SPRATLING

Carla P. Spratling

STATE OF Oregon )  
 ) ss.  
COUNTY OF Umatilla )

The above instrument was acknowledged before me by CARLA P. SPRATLING, this 27 day of February, 2002.

Michelle Burns  
Notary Public

My Commission Expires: 8/14/05  
Residing at: Pendleton OR



WILLIAM MAX SPRATLING

William Max Spratling

STATE OF Oregon )  
 ) ss.  
COUNTY OF Umatilla )

The above instrument was acknowledged before me by WILLIAM MAX SPRATLING, this 27 day of February, 2002.

Michelle Burns  
Notary Public

My Commission Expires: 8/14/05  
Residing at: Pendleton OR



BK8607PG6171

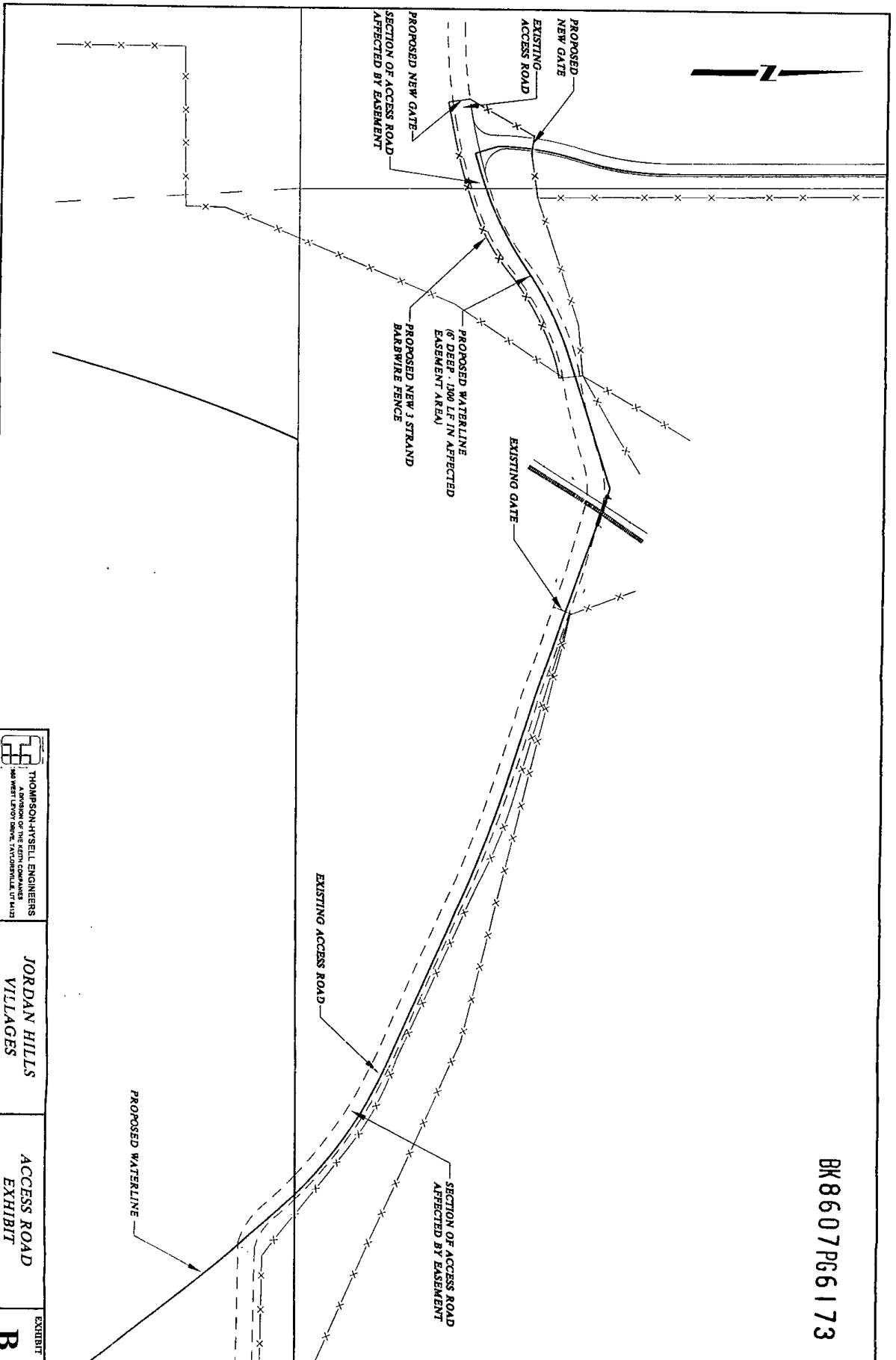
ACCESS ROAD & WATER LINE EASEMENT  
ALONG 33 FOOT ACCESS ROAD  
LEGAL DESCRIPTION

A strip of land for the purpose of a water line easement, said strip being located in the South half of Section 28, Northeast Quarter of Section 33, Northwest Quarter of Section 34 and the Southwest Quarter of Section 27 all in Township 2 South, Range 2 West, Salt Lake Base and Meridian and being thirty three (33) feet wide, sixteen and one half (16.5) feet on each side and parallel with the following described centerline:

Commencing at a found stone marking the Southwest corner of said Section 28 (Basis of Bearing being North 89°42'46" East 5290.835 feet between said stone marking the Southwest corner of Section 28 and a found stone marking the Southeast corner of said Section 28) and running North 89°42'46" East along the south line of said Section 28 for a distance of 2589.312 feet; thence North 00°17'14" West perpendicular to said section line 195.331 feet to a point on the centerline of a 33 foot access road being Parcels "G" and "H" as recorded in Book 8411 at Page 3620 in the office of the Salt Lake County Recorder said point also being the POINT OF BEGINNING; thence the following seven (7) courses along the centerline of said 33 foot access road: with a non-tangent curve to the left having a radius of 492.64 feet, whose center bears North 13°19'28" West with a central angle of 17°12'30" (chord bears North 68°04'17" East 147.41 feet) for an arc distance of 147.96 feet; thence North 59°28'02" East 110.77 feet; thence North 75°12'43" East 153.19 feet; thence South 89°14'19" East 47.63 feet; thence South 72°58'23" East 455.61 feet; thence South 66°39'05" East 433.08 feet; thence South 49°14'00" East 105.32 feet to the south line of said Section 28, said point being POINT OF TERMINUS. Containing 1.011 acres, more or less.

September 17, 2001

BK8607PG6173



THOMPSON-HYSELL ENGINEERS  
A DIVISION OF THE KPMG COMPANY  
380 WEST LEROY DRIVE, TAYLORSVILLE, UT 84143

JORDAN HILLS  
VILLAGES

ACCESS ROAD  
EXHIBIT

EXHIBIT  
**B**

8259506  
06/10/2002 02:46 PM NO FEE  
Book - 8607 Pg - 6169-6174  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: RDJ, DEPUTY - WI 6 P.

BK8607PG6174