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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SOUTH JORDAN
 1600 W TOWNE CENTER DR
 SOUTH JORDAN UT 84095-8265
 BY: ZJM, DEPUTY - WI 4 P.

WHEN RECORDED MAIL TO:

The City of South Jordan
 1600 West Towne Center Drive
 South Jordan City, Utah 84095

Parcel #: 26-15-100-007
 26-14-100-004

EASEMENT AGREEMENT

OM ENTERPRISES COMPANY, a Utah corporation, with its principal office at 5295 South 300 West, Suite 475, Murray, County of Salt Lake, State of Utah ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to **SOUTH JORDAN CITY**, a municipal corporation ("**Grantee**"), a nonexclusive easement (the "**Easement**") to, over, under and across the following described parcel of land in Salt Lake County, State of Utah (the "**Property**"):

Tank 5a Inlet Pipeline:

All that real property situated in Salt Lake County being in the North West Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and more particularly described as follows:

A 20 foot wide permanent utility and access easement (10 feet on each side of centerline), along with a 40 foot wide construction and temporary access easement (20 feet on each side of centerline) along the following described centerline:

Beginning at a point S. 89° 36' 10" E. 863.541 feet and S. 0° 19' 16" W. 133.027 feet from the Northwest Corner of said Section 14, Township 3 South, Range 2 West, said point being on the Grantor's North property Line and UTA South Right-of-way-line, and running thence S. 0° 19' 16" W. 1095.130 feet; thence Southerly 581.088 feet along the arc of a 785.00 foot radius curve to the right, a central angle of 42° 24' 45" (chord bears S. 21° 31' 39" W. 567.911 feet); thence with a non-tangent course S. 39° 22' 59" W. 74.571 feet; thence S. 37° 41' 33" W. 43.408 feet; thence S. 36° 54' 22" W. 25.155 feet to the point of terminus being on the North property line of South Jordan City Tank 5A, less that portion crossing Property owned by Denver & Rio Grande Western Railroad Co.

Note: The above easement centerline description has been determined based on Modified State Plane Grid Coordinates as maintained by South Jordan City. To adjust lengths to "ground" lengths multiply by 1.00020192.

Such Easement may be used for the installation, construction, maintenance, repair, replacement and operation of water feed lines, distribution and transmission lines and appurtenances (together, the "**Pipelines**"). Grantee shall have rights of ingress and egress necessary for the purposes of making any and all repairs, alterations or replacements necessary for the operation and maintenance of the Pipelines. Promptly following any construction, repairs or maintenance necessary for the operation and maintenance of the Pipelines requiring disturbance of the surface or subsurface of the Property, Grantee shall restore the surface and subsurface of the Property to a condition substantially similar to the condition immediately prior to such disturbance.

The use of the Easement by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Property, consistent with Grantee's use of the Easement as described herein. Grantor reserves, and Grantee acknowledges, the right to enter or use the Property for any purpose so long as it does not materially interfere with Grantee's use of the Easement. Nothing in this agreement shall prevent or preclude Grantor or its representatives, heirs, successors or assigns from developing all or a portion of the Property, including, but not limited to, rezoning the Property, subject to the rights granted to Grantee under this agreement. Grantee acknowledges that the Easements are located on property not yet developed, and at Grantor's request Grantee shall cooperate with the relocation of such Easement and Pipelines at Grantor's expense.

The term of this agreement shall be perpetual and shall run with the land. This agreement and the Easement shall automatically terminate following one continuous year of non-use of the Pipelines by Grantee without further action by Grantor. This Easement is granted by Grantor pursuant to that certain Master Development Agreement between Grantor and Grantee recorded on March 26, 2003 as Entry No. 8581557, in Book 8762 beginning on Page 7103 of the Official Records of Salt Lake County, in partial consideration of the benefits and burdens thereof.

IN WITNESS WHEREOF, the parties have executed this agreement by and through their respective duly authorized representatives as of this 26 of July, 2006.



GRANTOR:

OM ENTERPRISES COMPANY,
a Utah corporation

By *James Schulte*
Name: *James Schulte*
Title: *Vice President Long Range Planning*

Attest:

Ann M. West
City Recorder

Approved as to Form:

John H. Geilmann
John Geilmann, City Attorney

GRANTEE:

SOUTH JORDAN CITY,
a municipal corporation

By *Ricky A. Horst*
Name: *Ricky A. Horst*
Title: *CITY MANAGER*

ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On *7.26.06*, personally appeared before me, a Notary Public,
James Schulte, the
Vice President - Long Range Planning of **OM ENTERPRISES**
COMPANY personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged to me that he executed the
above instrument on behalf of **OM ENTERPRISES COMPANY**.

WITNESS my hand and official Seal.

Natalie K Alberico
Notary Public in and for said State

My commission expires: _____

[SEAL]



STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On 7-25-06, personally appeared before me, a Notary Public,
Ricky A. Horst, the
City Manager of SOUTH JORDAN CITY
personally known or proved to me to be the person whose name is subscribed to the
above instrument who acknowledged to me that he executed the above instrument on
behalf of SOUTH JORDAN CITY.

WITNESS my hand and official Seal.

Anna M. West
Notary Public in and for said State

My commission expires: 8-22-06

