

ROADWAY SLOPE EASEMENT

WE, THE UNDERSIGNED, owner(s) of real property situated and located in Utah County, State of Utah, hereby convey, grant and release to HIGHLAND CITY, Utah County, State of Utah, a perpetual slope easement for the construction of cut and fill slopes and related facilities, over, under, and through the following described real property situated in the NE 1/4 of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at a point on the southerly right-of-way line of 9600 North Street (Highland City), said point lies 20.72 feet S. 01°11'33" E. along the east line of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and 260.39 feet west from the northeast corner of Section 10, and running thence S. 00°05'00" W. 27.46 feet; thence N. 85°06'14" E. 59.64 feet; thence N. 63°08'12" E. 22.07 feet; thence N. 87°43'02" E. 63.44 feet; thence N. 80°58'26" E. 64.84 feet to a point on said southerly right-of-way line; thence S. 89°55'01" W. 206.50 feet along said southerly right-of-way line to the point of beginning. The above described parcel of land contains 0.658 acre, more or less.

Basis of Bearing: Utah State Plane Coordinate System - Central Zone. S. 01°11'33" E. from the northeast corner of Section 10 to the east quarter corner of Section 10.

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described roadway construction cut and/or fill slopes.

It is agreed hereby that the Grantor shall have the right to lessen but not increase the vertical distance or grade of said cut and/or fill slopes.

Grantor(s) hereby agree(s) that Highland City shall have the right of ingress to and egress from the property above described for the purpose of constructing, maintaining, and repairing said certain roadway construction cut and/or fill slopes to be located on the above-described property.

The easement herein granted by the undersigned is a perpetual easement. Grantor hereby agrees not to construct or maintain any building or structure of a permanent nature upon said property.

Together with a 20-foot wide temporary construction easement immediately adjacent to and southerly of the above described perpetual easement.

Said temporary construction easement shall revert back to the Grantor upon completion of the construction of the above-described cut and/or fill slopes.

DATED this 16th day of December, 1997.
Peck Properties, L.C.

ENT 100370 BK 4467 PG 735
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Dec 17 3:20 pm FEE 0.00 BY JW
RECORDED FOR HIGHLAND CITY

Earl L. Peck
Earl L. Peck

Carole S. Peck
Carole S. Peck

STATE OF UTAH }
 } ss.
COUNTY OF UTAH }

On the 16th day of December, A.D. 1997, personally appeared before me, a Notary Public in and for the State of Utah, Earl L. Peck and Carole S. Peck, the signers of the above instrument, who duly acknowledged to me that they were fully authorized to and did execute the same.

Leslie B. Hall
Notary Public

My Commission Expires: Jan - 2, 1998

