

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BY: ZJM, DEPUTY - WI 3 P.

Easement

Salt Lake County

Affecting Tax ID No. 27-22-251-016

Parcel No. 15-7:268:CE

Project No. SP-15-7(156)293

MYRON D. RASMUSSEN and JOLENE G. RASMUSSEN, his wife, as joint tenants, with full rights of survivorship, Grantors, of South Jordan, County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to SOUTH JORDAN CITY, a municipal corporation of the State of Utah, at 1600 West Towne Center Drive, South Jordan, Utah 84095, Grantee, for the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A perpetual easement upon part of an entire tract of property, in the SW1/4NE1/4 of Section 22, T. 3 S., R. 1 W., S.L.B. & M. in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities; and highway appurtenances including, but not limited to, slopes, street and signal lighting facilities, directional and traffic information signs incident to the widening and grading of 11400 South Street known as Project No. SP-15-7(156)293.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point 1043.00 feet East along the quarter section line and 52.09 feet North from the Center Quarter Corner (Southwest Corner of the Northeast Quarter by record) of said Section 22, as monumented, said point is 50.50 feet perpendicularly distant northerly from the design line of said project opposite approximate engineer station 188+11.02, and running thence North 8.00 feet along the westerly boundary line of said entire tract; thence S. 88°12'13" E. 57.26 feet to a point in a 7941.50 foot radius curve to the left; thence easterly 42.78 feet along the arc of said curve through a central angle of 0°18'31", chord to said curve bears S. 88°21'29" E. for a distance of 42.78 feet to the easterly boundary line of said entire tract; thence South 8.00 feet along said

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easterly boundary line to a point in a non-tangent 7949.50 foot radius curve to the right, said point is 50.50 feet perpendicularly distant northerly from said design line; thence westerly 43.05 feet along the arc of said curve through a central angle of 0°18'37", chord to said curve bears N. 88°21'31" W. for a distance of 43.04 feet; thence N. 88°12'13" W. 57.01 feet to the point of beginning.

The above described parcel of land contains 800 square feet in area or 0.018 acre, more or less.

(Note: rotate the above bearings 0°15'58" clockwise to match highway bearings)

This easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes.

After said public utilities and appurtenant parts thereof are constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said public utilities and appurtenant parts thereof.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its contractor, officers, employees, agent and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, operate, maintain, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property parallel with and adjacent to the roadway and easement, as may be reasonably necessary, but not to exceed 2 feet beyond said easement, for the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

ALSO the contractor shall have the right to use said easement to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending of slopes within said part of an entire tract, incident to the improvements and grading of said Project No. SP-15-7(156)293.

GRANTORS shall have the right to use the above-described property except for the purposes for which this easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or does not interfere with construction activities.

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GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this easement nor change the contour thereof without the written consent of GRANTEE. This easement shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

After said FACILITIES, roadway improvements, side treatments and appurtenant parts thereof and blending of slopes are constructed and accepted by South Jordan City on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said FACILITIES, roadway improvements, side treatments and appurtenant parts thereof and blending of slopes.

WITNESS, the hand of said Grantors, this 17th day of August, A.D. 20 09.

Signed in the presence of:

Michael Richardson

STATE OF Utah)
) ss.

Myron D. Rasmussen
MYRON D. RASMUSSEN

COUNTY OF Salt Lake)

Jolene G. Rasmussen
JOLENE G. RASMUSSEN

On the date first above written personally appeared before me, Myron D. Rasmussen + Jolene G. Rasmussen, the signers of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]
Notary Public

