

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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 Book - 9762 Pg - 88-90
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 UT ST-DEPT OF TRANSPORTATION
 BY: ZJM, DEPUTY - MI 3 P.

Easement

Salt Lake County

Affecting Tax ID No. 27-22-251-017

Parcel No. 15-7:270:CE

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

MYRON D. RASMUSSEN and JOLENE G. RASMUSSEN, husband and wife, 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 in the westerly boundary line of said entire tract, which point is 1143.00 feet East along the quarter section line and 49.08 feet North from the Center Quarter Corner of said Section 22, as monumented, said point is also 50.50 feet radially distant northerly from the design line of said project opposite approximate engineer station 189+11.34, and running thence North 8.00 feet along the westerly boundary line of said entire tract to a point in a non-tangent 7941.50 foot radius curve to the left; thence easterly 123.12 feet along the arc of said curve through a central angle of 0°53'18", chord to said curve bears S. 88°57'23" E. for a distance of 123.12 feet, to the easterly boundary line of said entire tract; thence S. 6°15'45" E. 8.06 feet along said easterly boundary line, to a point in a non-tangent 7949.50 foot radius curve to the right; thence westerly 124.00 feet along the arc of said curve through

a central angle of 0°53'37", chord to said curve bears N. 88°57'38" W. for a distance of 124.00 feet to the point of beginning.

The above described parcel of land contains 988 square feet in area or 0.023 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.

