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 Book - 9784 Pg - 5291-5293  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SOUTH JORDAN  
 1600 W TOWNE CENTER DR  
 SOUTH JORDAN UT 84095-8265  
 BY: ZJM, DEPUTY - WI 3 P.

WHEN RECORDED MAIL TO:

South Jordan City  
 1600 West Towne Center Drive  
 South Jordan, UT 84095

Parcel # 27-09-300-074

**TEMPORARY CONSTRUCTION AND ACCESS EASEMENT**

Dell Wheadon Family Company, LLC, GRANTORS, for the consideration of FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800), the receipt of which is hereby acknowledged, hereby grant, bargain and convey unto THE CITY OF SOUTH JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, GRANTEE, its successors, assigns, lessees, licensees and agents, a Temporary Construction Easement for the construction of Tank 1B, being more particularly described in Exhibit A:

The GRANTEE shall have the right to construct, stock pile and stage material on said easement during the construction of the facility. The GRANTEE shall have the right of ingress and egress over and across the immediately adjacent land of the GRANTOR to and from the above-described property. The GRANTEE shall have the right to clear and remove all trees and other obstructions within the Easement, which may interfere with the use of the Easement by the GRANTEE, throughout the duration of construction.

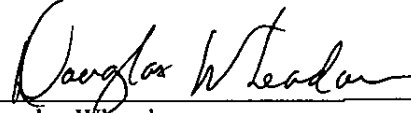
The aforementioned construction easement is for GRANTEE to construct culinary water storage facility. In the event the storage facility (water tank and appurtenances) is not constructed, this agreement shall be vacated. Once construction of the facility is complete, GRANTEE agrees to restore the property for agriculture use including replacement of topsoil material. This easement shall expire on December 31, 2010.

Further, Grantee shall not utilize the property conveyed herein for any purpose other than for the construction of a water storage facility, unless such use change is with the consent of the Grantor, the Grantor alienates their adjacent property, and/or the Grantor develops their adjacent property. By accepting this easement, Grantee assumes all liability for the property described herein and releases and holds harmless the Grantor from any and all liability that is or may become claimed for the use of the property as for construction of the water storage facility. The Grantee shall provide appropriate maintenance within this easement, i.e. weed control.

Grantor's right to continue to irrigate their adjacent property in their usual and customary manner is hereby preserved, provided said irrigation does not encroach upon, interfere with, or in any way inhibit the construction of the Grantee's water storage facility and or water system improvements. This preserved irrigation right is particular to the Grantee and is not transferable without the consent of the Grantee.

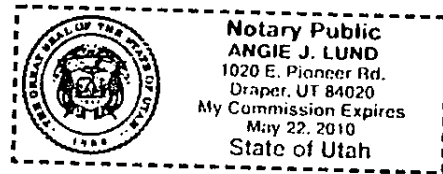
The GRANTOR reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted, upon completion of construction.

Signed and delivered this 20<sup>th</sup> day of Nov, 2009.

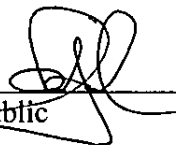


Douglas Wheadon  
Dell Wheadon Family Company, LLC

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



On the 20<sup>th</sup> day of Nov, 2009, Douglas Wheadon,  
personally appeared before me and, on their oaths, acknowledge to me that they  
executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public

## EXHIBIT A

All that real property situated in Salt Lake County being in the South West Quarter of Section 9, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and more particularly described as follows:

### TEMPORARY STOCKPILE STORAGE AREA EASEMENT

Beginning at a point 110.00 feet N. 0° 17' 25" E. along the East Quarter Section line and 473.53 feet S. 89° 35' 39" W. along the 50 foot temporary construction easement from the South Quarter Corner of Section 9, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence along said temporary construction easement the following two courses, N. 89° 35' 39" W. 510.30 feet; thence N. 0° 17' 07" E. 258.00 feet; thence continuing S. 33° 04' 33" E. 101.66 feet; thence S. 89° 35' 39" E. 414.58 feet; thence S. 12° 39' 11" E. 177.81 feet; to the point of beginning.

Note: The above easement description has been determined based on Modified State Plane NAD 83 Grid Coordinates (Ground Datum) as maintained by Salt Lake County. To adjust lengths to "Sea level" lengths divide by 1.00020192.

