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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: KSR, DEPUTY - WI 2 P.

WHEN RECORDED MAIL TO:

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

Parcel # 27-09-300-074

PERMANENT UTILITY AND ACCESS EASEMENT

Dell Wheadon Family Limited Partnership. GRANTORS, for the consideration of TEN DOLLARS (\$10.00) and for other good and valuable consideration, 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 sixty (60) foot wide Permanent Utility and Access Easement for Tank 1B, being more particularly described as follows:

Beginning at the South Quarter Corner of Section 9, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence N. 89E 35' 39" W. 1034.04 feet along the South section line of said Section 9; thence N. 0E 17' 07" E. 60.00 feet; thence S. 89E 35' 39" E. 1034.05 feet to the East line of the South West Quarter of said Section 9; thence S. 0E 17' 25" W. along said Quarter Section line 60.00 feet to the point of beginning. Less that portion within existing street right-of-way. Containing approximately 1.42 acres.

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

The foregoing affects a portion of Salt Lake County Sidwell Parcel #27-09-300-074.

The GRANTEE shall have the right to construct, operate, and maintain the facility, together with appurtenant structures, from time to time as the GRANTEE may require. 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.

The aforementioned parcel is for the GRANTEE to construct and maintain a culinary water storage facility and all related appurtenances. In the event the parcel is not used for the construction of a water tank or other water system improvements, the terms of this agreement shall be vacated and the property shall revert back to the GRANTOR. The GRANTOR will return any payment made to the GRANTEE, interest will not be charged. However, at such time as the water storage facility and/or water system improvements have been constructed, the aforementioned reversionary interest in the Grantor is and shall be null and void.

Grantee shall not install or construct or cause to be installed or constructed a public road or street on the property conveyed herein unless such road or street installation or construction is with the consent of the Grantor, the Grantor alienates their adjacent property, and/or the Grantor develops their adjacent property.

Further, Grantee shall not utilize the property conveyed herein for any purpose other than a water storage facility or water system improvement 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 conveyance, Grantee assumes all liability for the property conveyed 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 a water storage facility or water system improvement facility. The Grantee shall provide appropriate maintenance on the property conveyed herein, 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 operation 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, except when it is in direct conflict with the GRANTEE's operations of the facility described in this PERMANENT UTILITY AND ACCESS EASEMENT.

Signed and delivered this 30th day of MARCH, 2010.

By:

Douglas Wheadon
Doug Wheadon,
Dell Wheadon Family Ltd. Partership

Janet Criner
Janet Criner,
Dell Wheadon Family Ltd. Partership

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]
Notary Public

