

10929031

04/07/2010 10:04 AM \$0.00

Book - 9816 Pg - 2333-2334

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, Utah 84095**Quit Claim Deed**

Parcel Nos. Affected 27-09-300-074

Salt Lake County

Dell Wheadon Family Limited Partnership, **Grantor**, Salt Lake County, Utah, hereby QUIT CLAIMS to South Jordan City, Utah, **Grantee**, for the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described parcels of land in Salt Lake County, State of Utah, to-wit:

Beginning at a point 1034.04 feet N.89E 35' 39" W. from the South Quarter Corner of Section 9, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which is along the South section line of said Section 9, and running thence N. 89E 35' 39" W. 286.00 feet; thence N. 0E 17' 07" E. 318.00 feet along the East Boundary Line of Lincoln Estates No. 6 Subdivision; thence S. 89E 35' 39" E. 286.00 feet; thence S. 0E 17' 07" W. 318.00 feet to the South line of said Section 9 to the point of beginning. Containing 2.088 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 aforementioned parcel is being conveyed for the Grantee to construct a culinary water storage facility. In the event the herein described parcel is not used for the construction of a water tank and/or other water system improvements, the ownership of the property shall revert back to the Grantor, and the Grantor shall return to Grantee the amount of the payment made by the Grantee for the acquisition of this parcel. Interest on the payment amount will not be charged to the Grantor in the event of the operation of this reversionary provision. 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, 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. The City agrees to install a concrete lined ditch on the Wheadon property adjacent to and paralleling the north and east property lines of said parcel (approximately 600 feet) as part of the tank project. This preserved irrigation right is particular to the Grantee and is not transferable without the consent of the Grantee.

IN WITNESS WHEREOF, the Dell Wheadon Family Ltd. Partership has caused this instrument to be executed by its proper officers thereunto duly authorized, this 20th day of MARCH, A.D. 2010.

By:



Doug Wheadon,
Dell Wheadon Family Ltd. Partership



Janet Criner,
Dell Wheadon Family Ltd. Partership

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me, Douglas Wheadon and Janet Criner who, being by me duly sworn, states that they have been duly authorized to sign this Deed as the representatives of the Dell Wheadon Family Ltd. Partership, the owners of record of said property and that they executed the same.

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



Notary Public

