

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 - 9841 Pg - 251-253
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 UT ST-DEPT OF TRANSPORTATION
 BY: KLD, DEPUTY - WI 3 P.

Easement

Salt Lake County

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

Parcel No. 15-7:270D:E

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 the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten (\$10.00) Dollars, and other good and valuable considerations,

an additional perpetual easement upon part of an entire tract of property, lying within the South Jordan Canal right of way, 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 in the easterly boundary line of said entire tract at a point 1,272.12 feet East along the quarter section line and 55.17 feet N.06°15'45"W. along said easterly boundary line from the Center Quarter corner of said Section 22, as monumented, said point being 58.50 feet radially distant northerly from the design line of 11400 South Street of said project, opposite approximate Engineer Station 190+35.17; and running thence westerly 13.60 feet along the arc of a non-tangent 7,941.50-foot radius curve to the right concentric with said design line through a central angle of 00°05'53", (Note: Chord to said curve bears N.89°21'06"W. for a distance of 13.59 feet), to an existing fence line; thence N.01°13'16"W. 20.53 feet along said existing fence line; thence S.89°40'21"E. 11.77 feet to said easterly boundary line;

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thence S.06°15'45"E. 20.73 feet along said easterly boundary line to the point of beginning.

The above described part of an entire tract contains 261 square feet in area or 0.006 acre, more or less.

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

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, and contractors 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. 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.

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.

