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 Book - 9329 Pg - 2538-2541  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SOUTH JORDAN  
 1600 W TOWNE CENTER DR.  
 SOUTH JORDAN UT 84095-8265  
 BY: ZJM, DEPUTY - WI 4 P.

**WHEN RECORDED MAIL TO:**

The City of South Jordan  
 1600 West Towne Center Drive  
 South Jordan City, Utah 84095

Parcel #: 26-14-100-004

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**EASEMENT AGREEMENT**

**OM ENTERPRISES COMPANY**, a Utah corporation, with its principal office at 5295 South 300 West, Suite 475, Murray, County of Salt Lake, State of Utah ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to **SOUTH JORDAN CITY**, a municipal corporation ("**Grantee**"), a nonexclusive easement (the "**Easement**") to, over, under and across the following described parcel of land in Salt Lake County, State of Utah (the "**Property**"):

**Tank 5a Drain Pipeline Description:**

All that real property situated in Salt Lake County being in the West one half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and more particularly described as follows:

A 40 foot permanent utility and access easement (20 feet on each side of centerline), along with an 80-foot wide construction and temporary access easement (40 feet on each side of centerline) of the following described centerline:

Beginning at a point S. 89° 36' 10" E. 459.365 feet and South 2118.964 feet from the Northwest corner of said Section 14, Township 3 South, Range 2 West, said point being on the Easterly property line of South Jordan City Tank 5A and running thence S. 76° 27' 36" E. 179.410 feet; thence S. 13° 32' 24" W. 279.519 feet; thence S. 32° 23' 07" E. 179.973 feet; thence S. 02° 09' 38" E. 85.00 feet to approximately 10 feet beyond the centerline of Bingham Creek.

Note: The above easement centerline description has been determined based on Modified State Plane Grid Coordinates as maintained by South Jordan City. To adjust lengths to "ground" lengths multiply by 1.00020192.

Such Easement may be used for the installation, construction, maintenance, repair, replacement and operation of water feed lines, distribution and transmission lines and appurtenances (together, the "**Pipelines**"). Grantee shall have rights of ingress and egress necessary for the purposes of making any and all repairs, alterations or

replacements necessary for the operation and maintenance of the Pipelines. Promptly following any construction, repairs or maintenance necessary for the operation and maintenance of the Pipelines requiring disturbance of the surface or subsurface of the Property, Grantee shall restore the surface and subsurface of the Property to a condition substantially similar to the condition immediately prior to such disturbance.

The use of the Easement by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Property, consistent with Grantee's use of the Easement as described herein. Grantor reserves, and Grantee acknowledges, the right to enter or use the Property for any purpose so long as it does not materially interfere with Grantee's use of the Easement. Nothing in this agreement shall prevent or preclude Grantor or its representatives, heirs, successors or assigns from developing all or a portion of the Property, including, but not limited to, rezoning the Property, subject to the rights granted to Grantee under this agreement. Grantee acknowledges that the Easements are located on property not yet developed, and at Grantor's request Grantee shall cooperate with the relocation of such Easement and Pipelines at Grantor's expense.

The term of this agreement shall be perpetual and shall run with the land. This agreement and the Easement shall automatically terminate following one continuous year of non-use of the Pipelines by Grantee without further action by Grantor. This Easement is granted by Grantor pursuant to that certain Master Development Agreement between Grantor and Grantee recorded on March 26, 2003 as Entry No. 8581557, in Book 8762 beginning on Page 7103 of the Official Records of Salt Lake County, in partial consideration of the benefits and burdens thereof.

IN WITNESS WHEREOF, the parties have executed this agreement by and through their respective duly authorized representatives as of this 26 of July, 2006.



**GRANTOR:**

**OM ENTERPRISES COMPANY,**  
a Utah corporation

By *James Schulte*  
Name: James Schulte  
Title: Vice President Long Range Planning

Attest:

**GRANTEE:**

**SOUTH JORDAN CITY,**  
a municipal corporation

*Anna M. West*  
City Recorder

By *Ricky A. Horst*  
Name: Ricky A. HORST  
Title: CITY MANAGER

Approved as to Form:

*John H. Geilmann*  
John Geilmann, City Attorney

**ACKNOWLEDGMENT**

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

On 7.26.06, personally appeared before me, a Notary Public,  
James Schulte, the  
Vice President - Long Range Planning of **OM ENTERPRISES**  
**COMPANY** personally known or proved to me to be the person whose name is  
subscribed to the above instrument who acknowledged to me that he executed the  
above instrument on behalf of **OM ENTERPRISES COMPANY**.

WITNESS my hand and official Seal.

