

10983935

10983935  
7/2/2010 2:54:00 PM \$14.00  
Book - 9838 Pg - 2592-2594  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 3 P.

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right-of-Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Easement**  
(Limited Liability Company)  
Salt Lake County

Parcel No. 0182:105NT:8E  
Project No. MP-0182(6)  
Affecting Tax ID: 33-07-400-006

*0787585-150*  
South Farm, L.L.C., a Limited Liability Company of the State of Utah, Grantor, 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 & 00/100 Dollars.

a perpetual easement, upon part of an entire tract of property, in the SW $\frac{1}{4}$ /SW $\frac{1}{4}$  of Section 8, T. 4 S., R. 1 W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing, maintaining, and repairing thereon a drainage pipe, culvert and drainage facility and appurtenant parts thereof incident to the construction of a highway known as Project No. MP-0182(6). The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the existing northeasterly highway right of way and L/A line of said project, which point is 473.37 ft. N. 89°26'58" E. along the section line and 694.47 ft. N. 0°33'02" W. from the Southwest Corner of said Section 8, which point is 235.00 ft. perpendicularly distant northeasterly from the Mountain View Corridor Right of Way Control Line, of said project, opposite approximate Engineer Station 954+15.84; and running thence N. 60°04'07" E. 82.02 ft.; thence N. 29°55'53" W. 15.00 ft.; thence S. 60°04'07" W. 87.98 ft. to said highway right of way and L/A line; thence S. 51°36'01" E. 16.14 ft. along said highway right of way and L/A line to the point of beginning. The above described part of an entire tract contains 1275 square feet in area or 0.029 acre, more or less.

Note: Engineer Stations used in the above description are based on the Right of Way control line for said Project.

TO HAVE AND TO HOLD the same unto said Utah Department of Transportation, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said easement to maintain, operate, repair, inspect, protect, remove and replace the same. Grantee may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor(s) shall have the right to use said premises except for the purposes for which said easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said easement, nor change the contour thereof, without written consent of Grantee. This easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee. Grantor, or assigns, or municipality may adjust the location of the easement to the extent that the functionality of the facility is not impacted. Any adjustments to the easement are at grantor's expense.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

The Grantors agree to defend, indemnify and hold harmless the Utah Department of Transportation ("UDOT"), the State of Utah ("STATE"), and any and all employees, agents, contractors and officials of said "UDOT" and/or said "STATE" against any and all damages, claims, liabilities, losses, penalties, fines or expenses, including attorney's fees and litigation costs; all related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants, fire or explosions located on, over, under, from or affecting the property described in the within instrument. The indemnity set forth herein shall apply to all conditions existing on or before the date title to said property is transferred by the within instrument.

After said drainage facility is 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 drainage facility and appurtenant parts thereof.

IN WITNESS WHEREOF, said South Farm, L.L.C. has caused this instrument to be executed, by its proper officers thereunto duly authorized, this 1st day of July, A.D. 2010.

STATE OF Utah ) South Farm, L.L.C.  
 ) ss. Limited Liability Company

COUNTY OF Salt Lake, ) By [Signature]  
 ) President & Manager, Sovereign, Inc.

On the date first above written Personally appeared before me, Donald E. Wallace, who, being by me duly sworn, says that he is the V.P. of Manager of South Farm, L.L.C., a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said Donald E. Wallace acknowledged to me that said company executed the same.

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

[Signature]  
Notary Public

