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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: KAM, DEPUTY - WI 2 P.
Parcel # 27-09-300-074

WHEN RECORDED MAIL TO:

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

BY: KAM

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

Dell Wheadon Family Company, LLC, 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 fifty (50) foot wide Temporary Construction and Access Easement for Tank 1B, being more particularly described as follows:

Beginning at a point 60.00 feet N. 0E 17' 25" E. along the East Quarter Section line from 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. 1034.05 feet; thence N. 0E 17' 07" E. 258.00 feet; thence N. 89E 35' 39" W. 286.00 feet to the East boundary line of Lincoln Estates No. 6 Subdivisions; thence N. 0E 17' 07" E. 50.00 feet along said subdivision; thence S. 89E 35' 39" E. 336.00 feet; thence S. 0E 17' 07" W. 258.00 feet; thence S. 89E 35' 39" E. 984.06 feet to the East line of the South West Quarter of said Section 9; thence S. 0E 17' 25" W. 50.00 feet along said Quarter Section line to the point of beginning. Less that portion within existing street right-of-way. Containing approximately 1.81 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, throughout the duration of construction.

The aforementioned construction easement is for GRANTEE to construct culinary water storage facility. In the event the storage facility (water tank and appurtenances) is not for constructed, this agreement shall be vacated. The GRANTOR shall return any payment made by the GRANTEE, interest shall not be applied. 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.

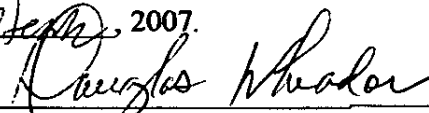
Grantee shall not install or construct or cause to be installed or constructed a public road or street on the property conveyed herein unless such road or street installation or construction is with the consent of the Grantor, the Grantor alienates their adjacent property, and/or the Grantor develops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

Signed and delivered this 11 day of September, 2007.



Douglas Wheadon
Dell Wheadon Family Company, LLC



Janet Criner
Dell Wheadon Family Company, LLC

