

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



\*W2694702\*

EH 2694702 PG 1 OF 5  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
17-JUL-14 230 PM FEE \$1.00 DEP JKC  
REC FOR: UTAH DEPT. OF TRANSPORTATION

**Easement  
(Company)**

Weber County

Tax ID No. 06-031-0030  
Parcel No. 0026:071:E  
Project No. SP-0026(4)0

06-031-0051

That **Farmers Insurance Exchange** as to an undivided 71.06%, **Truck Insurance Exchange** as to an undivided 20.80% and **Fire Insurance Exchange** as to an undivided 8.14% (collectively, "Grantor"), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Two Thousand Fifty One Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

a perpetual easement, upon part of an entire tract of property, in the NW1/4NW1/4 of Section 8, T.5N., R.1W., S.L.B. & M., in Weber County, Utah, solely 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.

Beginning at a point in the southerly boundary line of said entire tract, said point is 964.45 feet (957.54 feet by record) N.89°49'00"W. along the section line to the centerline of Riverdale Road and 1382.33 feet S.38°03'58"W. (S.38°21'00"W. by record) along said centerline and 49.50 feet S.51°56'02"E. and 14.63 feet S.52°46'47"E. from the Northeast corner of said Northwest Quarter of said Section 8, said point is also 60.63 feet perpendicularly distant southeasterly from the control line of said project SP-0026(4)0 opposite approximate engineer station 148+14.14, and running thence N.39°12'44"E. 170.44 feet to the northerly boundary line of said entire tract at a point 64.03 feet perpendicularly distant southeasterly from said control line; thence S.53°03'51"E. 2.34 feet along said northerly boundary line; thence S.40°08'40"W. 31.76 feet; thence S.39°24'36"W. 138.73 feet to said southerly boundary line; thence N.52°46'47"W. 1.35 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of land contains 285 square feet or 0.007 acres in area, more or less.

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Project No. SP-0026(4)0  
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(Note: Rotate all bearings in the above description 0°22'34" clockwise to obtain highway bearings.)

This easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of Grantor to change the vertical distance or grade of said cut and/or fill slopes.

Without interfering with the rights conveyed by this Agreement, all right, title and interest in and to the easement area under this Agreement which may be used and enjoyed are reserved to Grantor; provided, however, that Grantor shall not develop or landscape the easement area in any way which would significantly increase the costs to Grantee of installing or maintaining the improvements.

Grantee agrees to compensate Grantor for damage to Grantor's property that is not corrected by Grantee.

Grantee will, during the Term of this Agreement,:

- (a) observe and comply with the provisions of all laws governing the actions taken or provided for under this Agreement;
- (b) not alter, upgrade, remove or relocate any of the its improvements on Grantor's property (excluding the easement area) without the prior written consent of the Grantor, which will not be unreasonably or arbitrarily withheld, delayed or denied;

In the event the surface of any easement area is disturbed by Grantee's exercise of any of its rights under this Agreement, such area shall be restored to the extent possible to similar condition in which it existed at the commencement of such activities.

Grantee hereby agrees to indemnify, defend, protect, and hold harmless Grantor from and against all third party claims, costs, expenses and liability (including reasonable attorney's fees and costs of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur in connection with Grantee's use of the easement property and/or the Grantor's property for the purposes stated herein. The Department does not waive any defenses otherwise available under the Governmental Immunity Act or any limits of liability provided by the Governmental Immunity Act. Grantee is not obligated to indemnify Grantor for any claims or damages caused by Grantor or its agents.

In the event Grantee abandons or terminates the use within the easement areas, this Agreement and all easement rights granted there under shall terminate..

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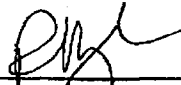
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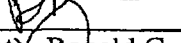
IN WITNESS WHEREOF, this instrument to be executed by its proper officers thereunto duly authorized, this 29<sup>th</sup> day of November, A.D. 20 11.

**GRANTOR:**

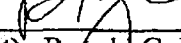
**FARMERS INSURANCE EXCHANGE**

By:   
Name (Print): Ronald G. Myhan  
Title: Executive VP and Treasurer

**TRUCK INSURANCE EXCHANGE**

By:   
Name (Print): Ronald G. Myhan  
Title: Executive VP and Treasurer

**FIRE INSURANCE EXCHANGE**

By:   
Name (Print): Ronald G. Myhan  
Title: Executive VP and Treasurer

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STATE OF \_\_\_\_\_ )  
 ) ss. \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

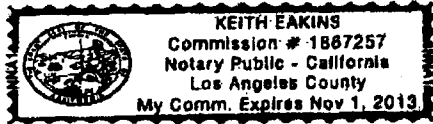
**WITNESS** my hand and official stamp the date in this certificate first above written:

*\* See attached California All-Purpose Acknowledgment \**  
 Notary Public

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 County of Los Angeles }  
 On November 29, 2011 before me, Keith Eakins Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Ronald G. Mylman  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: Easement

Document Date: November 29, 2011 Number of Pages: 17

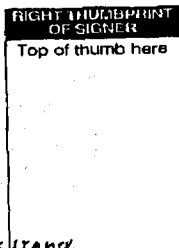
Signer(s) Other Than Named Above: None

#### Capacity(ies) Claimed by Signer(s)

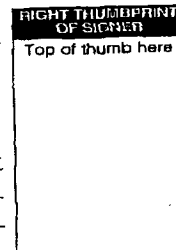
Signer's Name: Ronald G. Mylman Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): EVP and Treasurer  Corporate Officer — Title(s): \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: Farmers Insurance Exchange, Truck Insurance Exchange and Fire Insurance Exchange

Signer is Representing: \_\_\_\_\_