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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: LDT, DEPUTY - WI 2 P.  
Parcel # 26-23-300-003

WHEN RECORDED MAIL TO:  
City Recorder  
South Jordan City  
1600 West Towne Center Drive  
South Jordan, UT 84095

**UTILITY EASEMENT**

**Kennecott Land Residential Company, GRANTOR**, for the consideration of TEN DOLLARS (\$10.00) and 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 perpetual utility easement being more particularly described as follows (the "Easement Area"):

Commencing at the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian (basis of bearing North 89°56'12" East - 2647.288 feet between the South Quarter Corner and the Southeast Corner of said Section 23) and running North 89°56'12" East along the south line of said Section 23 for 235.157 feet; thence North 00°03'48" West perpendicular to said section line for 40.000 feet to a point on the southerly boundary of the Amended Lots B2, B3, OS2, T4, V4, V7, & WTC2 Kennecott Master Subdivision #1 recorded in Book 2003P at Page 303 in the office of the Salt Lake County Recorder said point also being the POINT OF BEGINNING; thence North 00°03'48" West for 23.64 feet; thence North 40°24'57" East for 25.49 feet; thence South 90°00'00" East for 8.12 feet; thence South 10°00'00" East for 19.81 feet; thence South 00°03'48" East for 23.50 feet to a point on the southerly boundary of said Amended Kennecott Master Subdivision #1; thence South 89°56'12" West along the southerly boundary of said Amended Kennecott Master Subdivision #1 for 28.09 feet to the POINT OF BEGINNING.


Containing 1,015 square feet or 0.0233 acres.

The GRANTEE shall have the right to construct and operate a traffic signal, over and across the Easement Area. The GRANTEE shall have the right to clear and remove vegetation and other obstructions, bring in fill material, construct sloped areas and retaining walls as necessary to construct and maintain its permitted improvements in the Easement Area. GRANTEE shall repair and restore the surface of the Easement Area within a reasonable period following any of GRANTEE'S permitted activities within the Easement Area. GRANTEE shall indemnify, defend and hold harmless GRANTOR from any damage or liability to persons or property that arise from the use, construction, removal, operation, or maintenance of the traffic signal or use of the Easement Area by GRANTEE, its agents employees or contractors. GRANTEE agrees to promptly repair any damage caused to GRANTOR'S adjacent property caused by the acts or omissions of GRANTEE, its employees, agents or contractors in installing, maintaining, repairing or replacing the traffic signal and related equipment and/or improvements.

GRANTOR, its successors and assigns, shall not be responsible for damage by others to the traffic signal and related equipment and/or improvements within the Easement Area.

The GRANTOR reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 20<sup>TH</sup> day of September, 2009.

  
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J. MCCUTCHEON  
VICE PRESIDENT DAYBARAK

STATE OF UTAH )

:SS.

COUNTY OF SALT LAKE )

On the 30 day of September, 2009, Ty McCutcheon, personally appeared before me and, on their oaths, acknowledge to me that they executed the foregoing instrument.

Carolynn Mirabile  
Notary Public

