

10723478

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

10723478
06/08/2009 03:08 PM \$0.00
Book - 9733 Pg - 333-336
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: JACKIE NOSACK
SLC UT 84114-8420
BY: ZJM, DEPUTY - WI 4 P.

Easement
(CORRECTION INSTRUMENT)
Salt Lake County

Affecting Tax ID No. 27-24-426-024

Parcel No. 15-7:36:2E

Project No. SP-15-7(156)293

115 South Associates, LLC, a Limited Liability Company of the State of Utah, 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 Ten (\$10.00) Dollars, and other good and valuable considerations, the following easement being over and upon a part of an entire tract of property in Salt Lake County, State of Utah, to-wit:

A perpetual sanitary sewer easement upon part of an entire tract of property, in the NE1/4SE1/4 of Section 24, T. 3 S., R. 1 W., S.L.B. & M., for the purpose of constructing, maintaining, operating, repairing, inspecting, protecting, installing, removing and replacing sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, to facilitate the interchange at I-15 and 11400 South Street as part of the construction of a freeway known as Project No. SP-15-7(156)293. The boundaries of said part of an entire tract are described as follows:

Beginning at the northwest corner of said entire tract, which point is 374.63 feet S. 0°10'30" W. along the Section Line and 603.36 feet N. 89°15'00" W. from the East Quarter Corner of said Section 24, and running thence S. 89°15'00" E. 20.16 feet along the northerly boundary line of said entire tract; thence S. 6°24'52" E. 197.09 feet to the southerly boundary line of said entire tract; thence West 20.13 feet along said southerly boundary line; thence N. 6°24'52" W. 197.36 feet along the westerly boundary line of said entire tract to the point of beginning.

The above described part of an entire tract contains 3,945 square feet or 0.090 acres in area, more or less.

(Note: rotate the above bearings 0°14'42" clockwise to equal highway bearings)

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LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

BK 9733 PG 333

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Project No. SP-15-7(156)293

(Note: This instrument is given to correct that certain Easement recorded as Entry No. 7889363, in Book 8454, at Pages 3320 and 3321, in the office of the Salt Lake County Recorder.)

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, Grantee and its contractors may use such portion of Grantors' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantors shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the Grantee hereunder.

Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of Grantee. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

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LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

Parcel No. 15-7:36:2E
Project No. SP-15-7(156)293

IN WITNESS WHEREOF, said GARY R. KEHL
has caused this instrument to be executed by its proper officers thereunto duly authorized,
this 8th day of JUNE, A.D. 20 09.

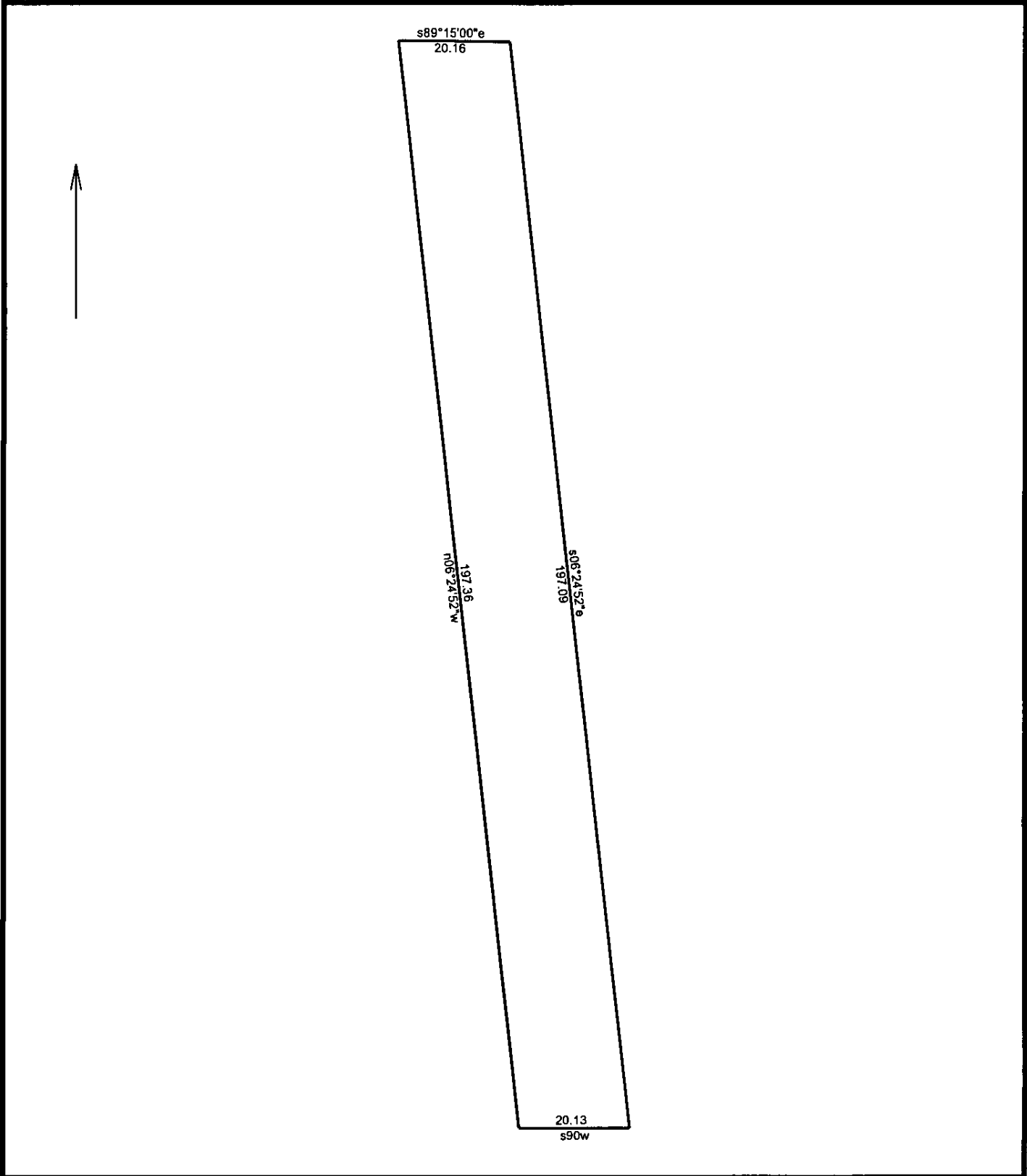
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

115 South Associates, LLC
By [Signature]
Manager

On the date first above written personally appeared before me,
GARY R. KEHL, who, being by me duly sworn, says that he is the
Manager of 115 SOUTH ASSOCIATES, 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 GARY R. KEHL 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





Parcel No. 15-7:36:2E

5/19/2009

Scale: 1 inch= 23 feet

File: SP-15-7(156)293_36_2E.ndp

Tract 1: 0.0906 Acres (3945 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/90347), Perimeter=435 ft.

- 01 s89.1500e 20.16
- 02 s06.2452e 197.09
- 03 s90w 20.13
- 04 n06.2452w 197.36