

10928997

10928997
04/07/2010 09:20 AM \$0.00
Book - 9816 Pg - 2202-2203
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: KSR, DEPUTY - WI 2 P.

WHEN RECORDED, PLEASE RETURN TO:
West Jordan City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

GRANT OF UTILITY EASEMENT

Part of Parcel Number: 26-03-400-004

MERLIN H. JONES FAMILY PARTNERSHIP, LTD., a Utah Limited Partnership (hereinafter referred to as "Grantor"), whose principal office is located in Salt Lake County, State of Utah, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "Grantee"), whose principal office is located at 8000 South Redwood Road, West Jordan, Utah 84088, its successors, assigns, licensees and agents, a PERPETUAL, NON-EXCLUSIVE 20.00 FOOT WIDE EASEMENT upon, over, under, across and through the following described tract of land, which the Grantor own or in which the Grantor have an interest, in Salt Lake County, State of Utah, more particularly described as follows, to wit:

Parcel 1 [North Area]

Beginning at a point on the West line of the two properties described in that Affidavit recorded in the official records of the Salt Lake County Recorders office as Entry Number 9336295, Book 9111 Page 8384-8391, said point being 45.00 feet West of the East Quarter Corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence along said West line South 0°08'30" West 42.47 feet; thence North 22°43'22" West 45.59 feet; thence North 67°16'38" East 19.22 feet to a point on said West line; thence South 0°08'36" West 7.01 feet to the point of beginning. Less and excepting any portion situated within the bounds of the property conveyed to West Jordan City described on Exhibit "E" attached to that certain Final Order of Condemnation and Judgment of Just Compensation dated February 5, 2007 and recorded April 6, 2007 as Entry No. 10059359 in Book 9446 at Page 8356. [The full legal contains 438 Square Feet or 0.01 Acres less any portion included on said Exhibit "E" referred to above.]

Parcel 2 [South Area]

Beginning at a point on the South line of the 1.05 acre property described in that Affidavit recorded in the official records of the Salt Lake County Recorders office as Entry Number 9336295, Book 9111 Page 8384-8391, said point being 1074.42 feet South 0°08'30" West along the Section line, and 1.27 North 89°51'30" West from the East Quarter Corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 0°08'27" West 62.98 feet to a point on the

North Right-of-Way line of a public highway known as New Bingham Highway; thence along said North Right-of-Way line South 58°16'11" West 20.79 feet; thence North 31°37'50" West 4.45 feet; thence North 0°08'27" East 115.66 feet to a point on said South line, said point also being on a 390.00 foot non-tangent curve to the right; thence along the arc of said curve 49.71 feet, chord bears South 23°35'59" East 49.68 feet, to the point of beginning. Contains 1,833 Square feet or 0.04 Acres more or less.

The Easement herein granted is for the following purposes: installation and maintenance of storm drain lines and any appurtenances connected thereto (the "Facilities").

Grantee shall have the right to plan, install, construct, operate, maintain, repair, remove and replace any material(s) comprising the Facilities from time to time as Grantee may require. Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across Grantor' land lying coincident with the land described above. Grantee shall have the right to clear and remove all trees and other obstructions that may interfere with the use of said Easement by Grantee. Grantor reserve the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 24th day of March, 2010.

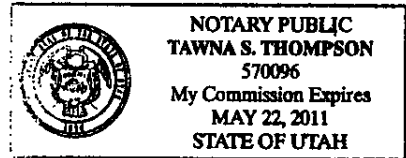
MERLIN H. JONES FAMILY PARTNERSHIP, LTD.

By: Merlin H. Jones
Merlin H. Jones, General Partner

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

The foregoing instrument was acknowledged before me this 24th day of March, 2010 by Merlin H. Jones, the General Partner of MERLIN H. JONES FAMILY PARTNERSHIP, LTD., who duly acknowledged to me that said instrument was executed by authority.

Tawna S. Thompson
NOTARY PUBLIC



NOTARY PUBLIC
My Commission Expires: May 22 2011
Residing in South Jordan, UT

APPROVED AS TO LEGAL FORM
West Jordan City Attorney

Tania DeLeon Date: 4/2/10