WHEN RECORDED, MAIL TO: Utah Department of Transportation Right of Way, Fourth Floor Box 148420 Salt Lake City, Utah 84114-8420 11000117 07/29/2010 02:23 PM ★ ○ - ○ ○ Book - 9844 P9 - 5933-5935 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH UT ST-DEPT OF TRANSPORTATION BOX 148420 ATT: MONE WARDLE SLC UT 84114-8420 BY: TMW, DEPUTY - WI 3 P.

## **Easement**

Salt Lake County

Affecting Tax ID No. 27-22-276-026 Parcel No. 15-7:273:CE Project No. SP-15-7(156)293

RICHARD W. HARRIS, a married man, Grantor, of South Jordan, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to SOUTH JORDAN CITY, a municipal corporation of the State of Utah, at 1600 West Towne Center Drive, South Jordan, Utah 84095, Grantee, for the sum of <u>Ten (\$10.00)</u> Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

a perpetual easement, upon part of an entire tract of property, in Lot 26, JORDAN MEADOWS AT SOUTH JORDAN, a subdivision in Salt Lake County, Utah, recorded as Entry No. 8315627 in Book 2002P on Page 209 in the office of the Salt Lake County Recorder, in the S1/2NE1/4 of Section 22, T. 3 S., R. 1 W., S.L.B. & M. in Salt Lake County, Utah, for the purpose of constructing, repairing and replacing thereon, cut and/or fill slopes, a wall, a fence, a drainage pipe culvert, irrigation facility, and appurtenant parts thereof, hereinafter called FACILITIES, incident to the widening and/or construction of 11400 South Street known as Project No. SP-15-7(156)293.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the northerly right of way line of 11400 South Street and the southeast corner of said Lot 26, which point is 57.07 feet perpendicularly distant northerly from the design line, opposite approximate engineer station 192+03.02; and running thence N. 89°56'45" W. 118.70 feet along a line parallel to and 53.00 feet perpendicularly distant northerly from the quarter section line of said Section 22, to the southwest corner of said Lot 26; thence N. 5°02'23" W. 6.50 feet along the westerly boundary line of said Lot 26 to a point in a non-tangent 7936.50 foot radius curve to the left; thence easterly 37.88 feet along the arc of said curve through a central angle of 0°16'25", chord to said curve bears S. 89°49'44" E. for a distance of 37.88 feet to the easterly boundary line of said entire tract; thence S. 89°57'56" E. 81.39

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feet along a line parallel to said design line to easterly boundary line of said Lot 26; thence South 6.43 feet along said easterly boundary line to the point of beginning.

The above described part of an entire track of land contains 764 square feet in area or 0.018 acre, more or less.

(Note: Rotate all bearings in the above description 0°14'43" clockwise to match highway bearings)

The contractor shall have the right to use said easement to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending of slopes within said part of an entire tract, incident to the improvements and grading of said Project No. SP-15-7(156)293. 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 easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or does not interfere with construction activities.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this easement nor change the contour thereof without the written consent of GRANTEE. This easement 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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After said FACILITIES, roadway improvements, side treatments and appurtenant parts thereof and blending of slopes are constructed and accepted by South Jordan City on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said FACILITIES, roadway improvements, side treatments and appurtenant parts thereof and blending of slopes.

WITNESS, the hand of said Grantors, this 17th day of June, A.D. 2010.

Signed in the presence of:

STATE OF Walk Richard W. Harris

COUNTY OF Salf Lake )

On the date first above written personally appeared before me, Richard W. Harris, the signers of the within and foregoing instrument, who duly acknowledged to me that \_he\_ executed the same.

Notary Public

