

When recorded return to:
 Utah Department of Transportation
 Right of Way, Fourth Floor
 Box 148420
 Salt Lake City, UT 84114-8420

This document prepared by:
 Wayne C. Christensen
 Division of Facilities Construction and Management
 4110 State Office Building, Salt Lake City, Utah 84114

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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 UT ST-DEPT OF TRANSPORTATION
 BOX 148420 ATT: MONE WARDLE
 SLC UT 84114-8420
 BY: ZJM, DEPUTY - WI 3 P.

**GRANT OF PERMAMENT ROAD EASEMENT
 FOR THE WIDENING OF 5400 SOUTH**

Salt Lake County

Parcel No. 0173:133X

S-0173(16)5

The STATE OF UTAH, **UTAH STATE BUILDING OWNERSHIP AUTHORITY**, through and by the Division of Facilities Construction and Management, a Division of the Department of Administrative Services, hereinafter referred to as "Grantor", of Salt Lake City, in Salt Lake County, hereby **GRANTS AND CONVEYS** to the **UTAH DEPARTMENT OF TRANSPORTATION** at 4501 South 2700 West, Salt Lake City, Utah 84119, hereinafter referred to as "Grantee", for **TEN (\$10.00)** dollars, and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, a **PERMANENT ROAD EASEMENT (Easement)** in Salt Lake County, State of Utah, to-wit:

an easement upon part of an entire tract of property, in the NW1/4NW1/4 of Section 17, T.2S, R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of occupying and constructing roadway improvements and appurtenant parts thereof, to facilitate the widening of the existing highway State Route 173 known as Project No. S-0173(16)5 (the "5400 South Project"). The easement includes the right to operate, maintain and continue the existence of said highway for transportation purposes.

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

Beginning at a northwest corner of said entire tract in the southerly right of way line of the existing highway State Route 173 which corner is 675.00 feet N.89°56'30"E along the northerly line of said Section 17 and 53.00 feet S.00°03'30"E. from the Northwest Corner of said Section 17, said corner is also approximately 46.94 feet perpendicularly distant southerly from the control line of said project opposite engineer station 571+83.03; and running thence N.89°56'30"E. 15.00 feet along said southerly right of way line to the northeast corner of said entire tract; thence S.00°03'30"E. 46.07 feet along the easterly boundary line of said entire tract to a line parallel with and 93.00 feet perpendicularly distant southerly from said control line;

thence S.89°57'32"W. 15.00 feet along said parallel line to a point in the westerly boundary line of said entire tract; thence N.00°03'30"W. 46.06 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of an entire tract of land contains 691 square feet or 0.016 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°14'34" clockwise to obtain highway bearings.)

All parties recognize that the Right of Way (Easement) Property is encumbered by a lease Revenue Bond issued by the Utah State Building Ownership Authority (the Bond) and the Property is subject to the restrictions of that bond document. At such time as the Bond is paid off, expires or is otherwise terminated, the Easement Property will and shall be conveyed and quit-claimed to UDOT or its successor or assign, without any further necessary action, documentation, payment, or requirement, and shall be and become, upon such Bond termination, the sole and separate property of UDOT or successor or assign hereto.

This Right of Way (Easement) is subject to the following conditions:

1. At the completion of any and all construction or maintenance activities on this Easement Property Grantee shall, at its sole cost and expense, restore the property to the greater of: (i) to a similar condition the Grantor's property and the Easement Property was in prior to the construction or maintenance activities, or (ii) to the standards set by UDOT and incorporated here by reference. Such restoration to be completed prior to the completion of the UDOT Project.
2. All of the UDOT project and related equipment upon and across this right of way will be as selected, installed, owned, maintained, and operated by the Grantee in accordance with all codes, laws, rules, or regulations applicable at the time of such installation.
3. Grantee shall bear all expenses relating to the installation, operation, maintenance, and repair and removal of the UDOT project and necessary related equipment.
4. Together with the present and (without payment therefore) the future right to keep the right of way clear of brush, trees, timber structures, buildings, and other hazards which might endanger Grantee's facilities or impede Grantee's activities.
5. At no time shall Grantor place, use or permit any equipment or material of any kind, light any fires, place or store any flammable materials on or within the boundaries of the right of way.
6. Grantee and the Grantor are both governmental entities subject to the Governmental Immunity Act. Grantee agrees to indemnify, defend and save harmless from and against all claims, suits and cost, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the construction and maintenance of the 5400 South Project, and from

and against all claims, suits and cost, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act.

Together with and subject to any and all easements, rights of way, and restrictions appearing of record.

This Easement is appurtenant to the property now owned by Grantor and benefited by the Easement, and the Easement shall run with the land.

Payments are to made to: State of Utah
Division of Facilities Construction and Management
Attn: Wayne Christensen
4110 State Office Building
Salt Lake City, UT 84114

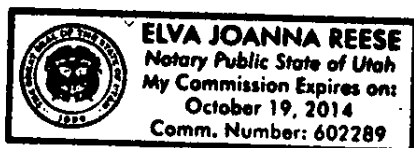
WITNESS the hand of said Grantor this 5th day of March, 2012.

GRANTOR
State of Utah
Utah State Building Ownership Authority
Division of Facilities Construction and Management


By: 
John K. Nichols
Real Estate and Debt Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On the 5 day of March, 2012, personally appeared before me the John K. Nichols, Real Estate and Debt Manager, State of Utah, Division of Facilities Construction and Management, the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.



My Commission Expires: 10-19-14


NOTARY PUBLIC
RESIDING AT: