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5/22/2014 1:06:00 PM \$16.00
Book - 10232 Pg - 6398-6401
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 4 P.

When Recorded Return to:
Project Funding II LLC
2219 E. Lorita Way
Cottonwood Heights, UT 84093

RIGHT OF WAY AND EASEMENT AGREEMENT

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, SOUTH JORDAN CANAL COMPANY, hereinafter referred to as GRANTOR, does hereby grant, convey, sell, and set over unto PROJECT FUNDING II, LLC, a Utah Limited Liability Company, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual Right-of-Way and Easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace a road and bridge for ingress and egress; and all Public Utilities including but not limited to water, sewer, storm drainage, gas, power, telephone, and cable television for the benefit of Wheadon Glenn Subdivision(s) over, under, across, and through the hereinafter described property more particularly described as follows:

See Exhibit "A" Attached

This Right of Way and Easement Agreement shall be granted unto the Grantee and all Utility Companies needing to install their utilities over, across, under, and through the subject property.

To have and hold the same unto the Grantee, its successors and assigns, with the right of ingress and egress to 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 the adjacent property 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 with which this easement is granted.

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

In witness whereof, the Grantor has executed this Right of Way and Easement this 21 day of May, 2014.

GRANTEE

South Jordan Canal Company

By: 

State of Utah

County of Salt Lake

On the 21 day of May, 2014, personally appeared before me Brian Cannon who being by me duly sworn did say that he is the president of South Jordan Canal Company, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

My Commission Expires: 5.6.2017

Residing in: Salt Lake County
Cathy Kendall



Wheadon Glenn – Access and Utility Easement across Canal Property

Beginning at a point being North 00°05'05" West 649.86 feet along the section line and West 59.69 feet from the Southeast Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 89°56'57" West 71.93 feet;

thence North 74°10'35" West 0.26 feet;

thence North 19°14'42" West 54.36 feet;

thence North 82°55'36" East 17.71 feet;

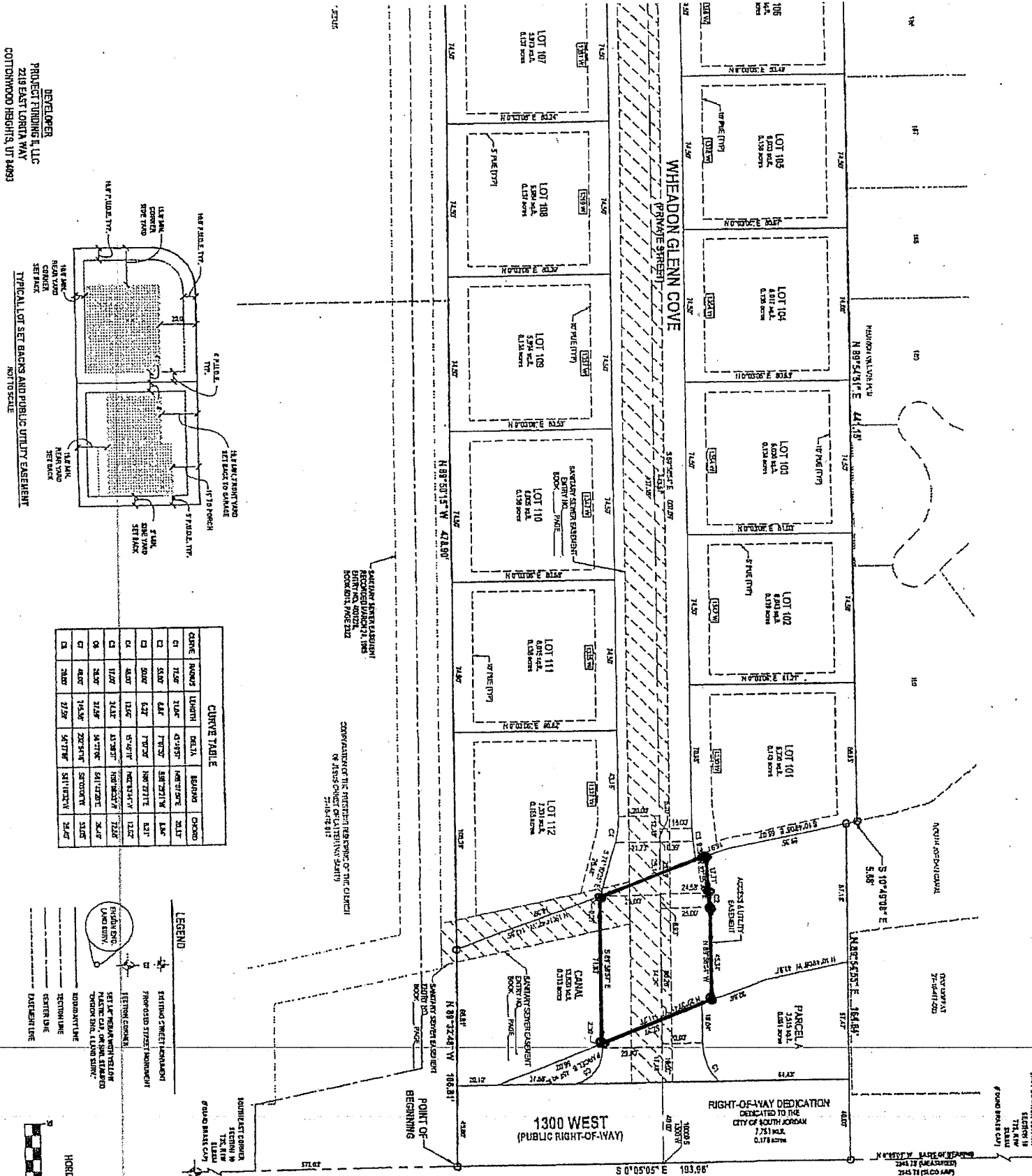
thence Northeasterly 6.84 feet along the arc of a 55.00 foot radius curve to the right (center bears South 07°04'24" East and the chord bears North 86°29'21" East 6.84 feet with a central angle of 07°07'30");

thence South 89°56'54" East 45.34 feet;

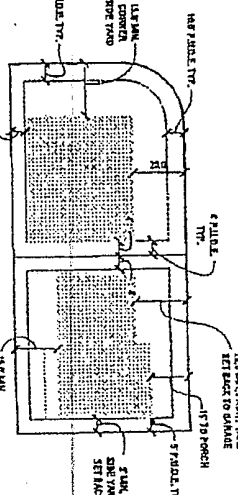
thence South 20°39'41" East 57.73 feet to the point of beginning.

Contains 3,827 Square Feet or 0.088 Acres

Tax Parcel ID# 27-10-477-005



DEVELOPER
PROJECT FINANCING I, LLC
219 EAST GORNA WAY
COTTONWOOD HEIGHTS, UT 84033



CHORD	RADIUS	LENGTH	BEHALF	BEARING	CHORD
C1	74.50'	70.64'	0°59'57"	N89°58'15\"/>	
C2	84.00'	84.47'	1°19'27"	S89°29'14\"/>	
C3	50.00'	43.77'	1°19'27"	S89°29'14\"/>	
C4	48.00'	11.64'	5°56'10"	N89°58'15\"/>	
C5	114.50'	31.45'	15°13'00"	N89°58'15\"/>	
C6	21.00'	24.70'	24°27'00"	S81°12'30\"/>	
C7	48.00'	14.34'	28°35'00"	S80°00'00\"/>	
C8	70.00'	21.26'	24°17'00"	S81°12'30\"/>	

LEGEND
 - - - - - EXTENDED STREET (WHEELBOURNE)
 - - - - - PROPOSED STREET (WHEELBOURNE)
 - - - - - ELECTION CORNER
 - - - - - SETBACK (WHEELBOURNE)
 - - - - - SETBACK (WHEELBOURNE)
 - - - - - THRESHOLD (WHEELBOURNE)
 - - - - - THRESHOLD (WHEELBOURNE)



STATE OF UTAH
 COUNTY OF SARAH
 CITY OF COTTONWOOD
 PLANNING DEPARTMENT
 111 East Main Street
 Cottonwood, UT 84002
 Planning Staff
 Planning Manager
 Planning Director
 Planning Assistant
 Planning Secretary
 Planning Clerk
 Planning Receptionist
 Planning Intern
 Planning Volunteer
 Planning Consultant
 Planning Contractor
 Planning Supplier
 Planning Vendor
 Planning Partner
 Planning Stakeholder
 Planning Interest Group
 Planning Advisory Board
 Planning Commission
 Planning Board
 Planning Council
 Planning Committee
 Planning Task Force
 Planning Working Group
 Planning Task Team
 Planning Study Group
 Planning Review Panel
 Planning Review Board
 Planning Review Commission
 Planning Review Authority
 Planning Review Board
 Planning Review Commission
 Planning Review Authority