

When Recorded Return to
225 South 200 East #300
Salt Lake City, UT 84111
MTC File No. 255436

12879999
11/05/2018 10:41 AM \$18.00
Book - 10727 Pg - 7493-7497
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SHERIDAN CREEK, LLC
BY: RWA, DEPUTY - WI 5 P.

GRANT OF ACCESS AND PUBLIC UTILITY EASEMENTS

THIS GRANT OF ACCESS AND PUBLIC UTILITY EASEMENTS is made this 2nd day of September, 2018, by Sheridan Creek, LLC, a Utah limited liability company ("Grantor") in favor of the CITY OF WEST JORDAN, a municipality and political subdivision of the State of Utah ("Grantee").

Grantor is the owner of the following described real property located in Salt Lake County, Utah (the "Property"):

A part of the Southwest Quarter of Section 25, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 1162.13 feet North 0°43'28" West along the Section Line and 220.80 feet North 89°59'18" East from the Southwest Corner of said Section 25; and running thence North 89°59'18" East 723.95 feet; thence South 2°39'21" East 458.73 feet; thence South 89°59'18" West 897.21 feet to the East Line of 5600 West Street as it exists at 63.00 foot half-width; thence North 0°43'28" West 363.90 feet; thence along the Southeasterly Line of a roundabout the following four courses: North 33°30'42" East 5.16 feet; Northeasterly along the arc of an 83.50 foot radius curve to the right a distance of 45.98 feet (Center bears South 56°29'31" East, Central Angle equals 31°33'10" and Long Chord bears North 49°17'04" East 45.41 feet) to a point of compound curvature; and Northeasterly along the arc of a 283.50 foot radius curve to the right a distance of 123.16 feet (Central Angle equals 24°53'25" and Long Chord bears North 77°30'22" East 122.19 feet); thence North 0°07'30" East 3.55 feet; thence North 0°03'44" East 30.50 feet to the point of beginning.

TOGETHER WITH a 66.00 foot easement for ingress, egress and utilities the center line of which is beginning on the section line at a point bearing South 89°55'39" East 984.00 feet from the Southwest corner of said Section 25; and running thence North 2°38'39" West 3239.06 feet; thence North 15°28'37" West 783.14 feet; thence North 0°24'32" West 1311.75 feet to the Section Line.

(Note: Description being the proposed legal of the Highlands Landing Commercial Subdivision)

It is the desire and intention of Grantor to grant and convey unto the Grantees, easements for public utilities purposes over, under, upon, across and through the Property as set forth herein.

THAT FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), and other

good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor, does hereby grant and convey unto the Grantees, perpetual, non-exclusive, utility, drainage and cross access easements (the "Utility Easements") as described on **Exhibit A** attached hereto and further shown on **Exhibit B** attached hereto (the "Utility Easement Areas"), for the purpose of construction, maintenance, repair, reconstruction, relocation, replacement and /or removal of present or future public utilities, including accessories and appurtenances thereto and for such other purposes as are incidental and related thereto. The Utility Easements are subject to the following terms and conditions:

1. Each Grantee shall have the right to use the Utility Easements for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public utilities, including accessories and appurtenances thereto, within said Utility Easement Areas, and for such other purposes as are incidental and related thereto.

2. Each Grantee and its agents shall have full and free use of the Utility Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Utility Easements, including the right of access across the Property to and from the Utility Easement areas, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, repair, reconstruction, relocation, replacement and/or removal, and further, this right shall not be construed to allow the Grantee to erect any building, structure or facility of a permanent nature on such adjoining land.


3. Grantor shall make no use of the Utility Easement Areas which is inconsistent with the Utility Easements and associated rights hereby conveyed.

4. Each Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of the public utilities within the Utility Easement Areas, such Grantee will, at no cost to the Grantor: (1) restore the disturbed area of the Utility Easement Areas or adjacent thereto as nearly as practicable to its original condition; (2) reseed or resod, all damaged grass areas of the Utility Easement Areas or adjacent thereto; (3) reset (or replace with new nursery stock) , all existing trees on or adjacent to the Utility Easement Areas that are affected by the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of the public facilities within or adjacent to the Utility Easement Areas; and (4) guarantee any new nursery stock trees for one year against damage from the date of planting.

This instrument may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Sheridan Creek, LLC, a Utah limited liability company

By: 
Barrett Peterson, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of August, 2018, by Barrett Peterson, the Manager of Sheridan Creek, LLC, a Utah limited liability company who duly acknowledge to me that said instrument was executed by authority.


Notary Public

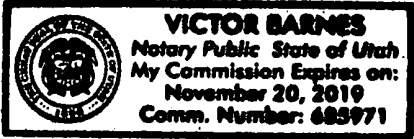
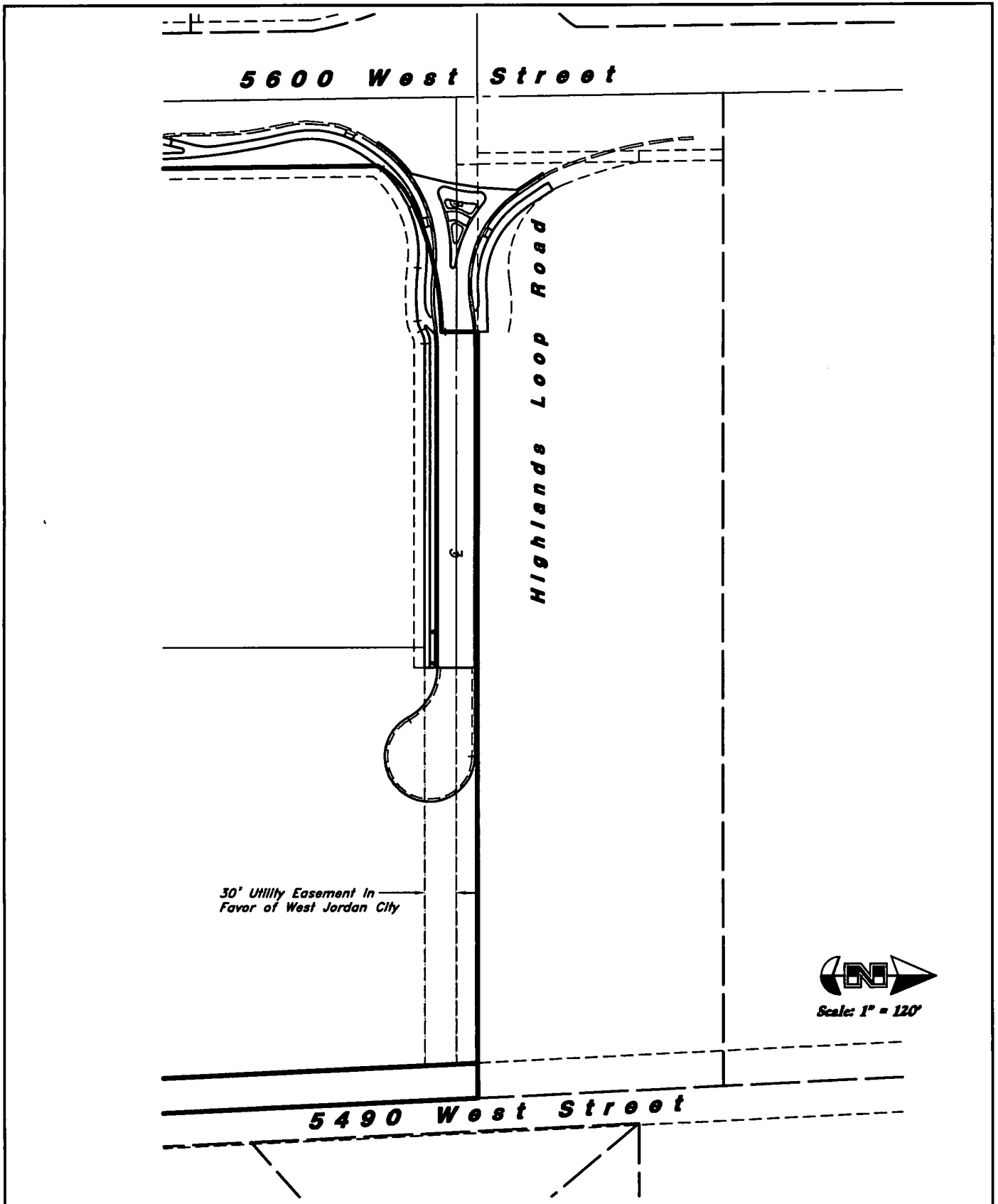


EXHIBIT A

UTILITY EASEMENT

A part of the Southwest Quarter of Section 25, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the temporary Line East of Highlands Loop Road as dedicated located 1162.13 feet North $0^{\circ}43'28''$ West along the Section Line; 539.12 feet North $89^{\circ}59'18''$ East along the North Line of said Highlands Loop Road to the temporary Northeast Corner thereof; and 20.00 feet South $0^{\circ}00'42''$ East along said East Line from the Southwest Corner of said Section 25; and running thence North $89^{\circ}59'18''$ East 373.80 feet along the South Line of an existing City Storm Drain Easement to the West Line of 5490 West Street as dedicated to 64.00 foot width; thence South $2^{\circ}37'56''$ East 30.03 feet along said West Line; thence South $89^{\circ}59'18''$ West 375.17 feet to the temporary Southeast Corner of said Highlands Loop Road; thence North $0^{\circ}00'42''$ West 30.00 feet along the temporary East Line of said Road to the point of beginning.



ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84118
 801 521-6529 - AW@angbarlog.net

30' Utility Easement

Highlands Landing Commercial

5490 West 7752 South
 West Jordan, Utah

Sheet No.

EX E

Designed By: DA

Drafted By: DC

Client Name:
 Peterson Development
 16-159 Exhibit E&F

15 Aug, 2018