

When Recorded Mail To:
Draper City
1020 E Pioneer Rd
Draper, UT 84020

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12/9/2019 11:58:00 AM \$40.00
Book - 10869 Pg - 8274-8279
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS SERVICES
BY: eCASH, DEPUTY - EF 6 P.

Affecting Parcel: 27-25-101-002

GRANT OF TEMPORARY CONSTRUCTION AND PUBLIC ACCESS EASEMENT

FOR AND IN CONSIDERATION of ten dollars (\$10.00) this day received and other valuable consideration, the receipt of which is hereby acknowledged, GOUGH HOMES, LLC, a Utah limited liability company ("Grantor"), hereby grants, conveys and warrants to Draper City, a municipal corporation of the State of Utah, its successors and assigns ("Grantee"), for the purposes set forth herein, a Temporary Construction and Public Access Easement as more particularly described below ("Easement").

1. Purpose. Grantor is the owner of certain real property that is commonly referred to as Phases 1A and 1B of the Jenson Farms Subdivision ("Property"). The Property is part of Salt Lake County parcel 27-25-101-002. As a condition of approval of Phase 1A Draper City is requiring a Temporary Construction and Public Access Easement to provide connectivity to adjoining parcels and facilitate the construction of right-of-way improvements in Phase 1B.

2. Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants and conveys to Grantee, a non-exclusive, Temporary Construction and Public Access Easement below, upon, over, and across Phase 1B subject to the terms and conditions described herein. Grantor may use Phase 1B at any time in a manner that does not interfere with rights granted to Grantee. The legal description of the Easement is more particularly described in Exhibit A, attached hereto and by this reference made a part hereof. A visual depiction of the Easement is attached as Exhibit B, attached hereto and by this reference made a part hereof.

A. Scope and Timing of Temporary Construction Portion of the Easement. The Easement will facilitate the construction of right-of-way improvements below, on, over, and across Phase 1B, including but not limited to asphalt street, curb, gutter, sidewalk, retaining walls, bridge structures and appurtenances, culvert, storm drainage system, water system, side treatments, and blending of slopes, incident to construction of the right-of-way improvements. This Easement shall commence upon the beginning of actual construction on Phase 1B and shall continue only until the construction of the improvements is complete.

Grantee, at its sole discretion may permit, allow, or assign construction of improvements within the temporary construction easement to other private entities pursuant to the conditions of access and construction stated above.

COURTESY RECORDING
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. INTEGRATED TITLE INSURANCE SERVICES LLC hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Grantee and authorized third-parties described above have the right of ingress and egress to enter upon the Easement at any time and also (with such equipment as is necessary) to install, construct, maintain, operate, repair, inspect, protect, remove and replace said improvements.

B. Timing of Public Access Portion of the Easement. Upon the completion of right-of-way improvements by the City or its authorized third parties, Grantor shall permit public access upon and across Phase 1B on right-of-way improvements constructed within the Easement, such as the right-of-way improvements, including sidewalk and asphalt street.

THIS EASEMENT SHALL AUTOMATICALLY TERMINATE UPON THE JENSON FARMS PHASE 1B SUBDIVISION PLAT BEING RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

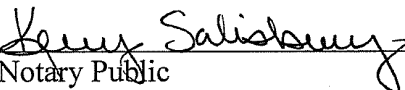
Signed and delivered this 9th day of December, 2019.

GOUGH HOMES, LLC, a Utah
limited liability company

By: 
TIMOTHY GOUGH, Manager

State Of Utah)
)ss
County Of Salt Lake)

On the 9th day of December, 2019, personally appeared before me TIMOTHY GOUGH who being duly sworn did say that he is the Manager of GOUGH HOMES, LLC, a Utah limited liability company and that said instrument was signed in behalf of said limited liability company by authority and said TIMOTHY GOUGH acknowledged to me that he, as such Manager, executed the same in the name of the limited liability company.


Notary Public

My Commission Expires: 08/24/2022
Residing At: Salt Lake

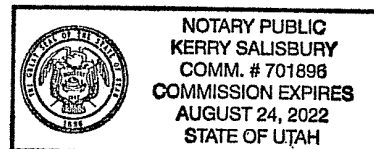


EXHIBIT "A"

Jenson Farms – Temporary Construction and Public Access Easement

Beginning at a point being South 00°05'01" East 188.76 feet along the section line and East 677.92 feet from the Northwest Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

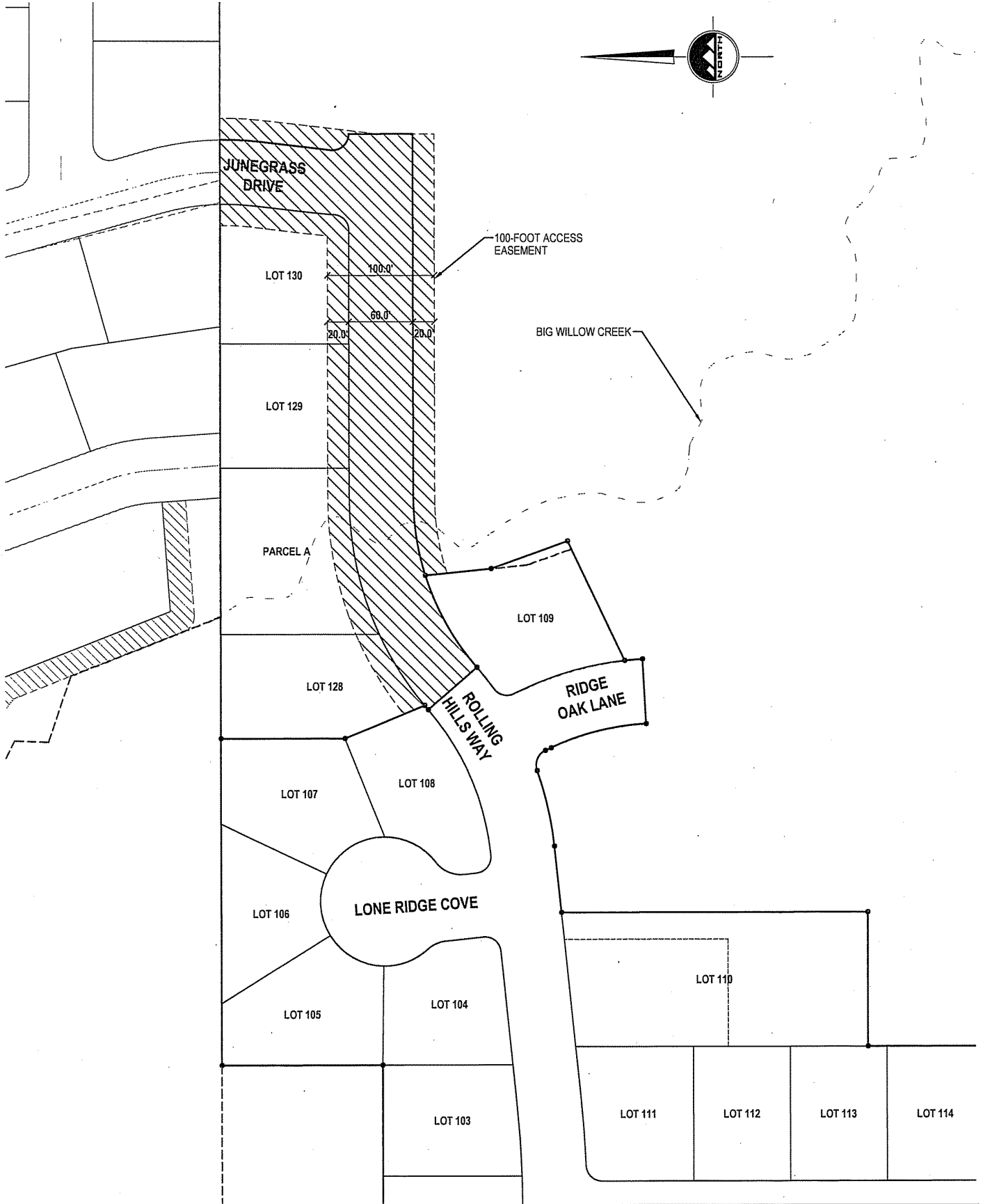
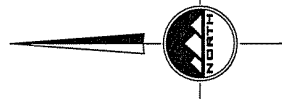
thence North 22°14'47" West 20.94 feet;
thence Northeasterly 216.80 feet along the arc of a 320.00 foot radius curve to the right (center bears South 38°55'43" East and the chord bears North 70°28'48" East 212.68 feet with a central angle of 38°49'03");
thence North 89°53'20" East 244.38 feet;
thence Northeasterly 12.63 feet along the arc of a 300.00 foot radius curve to the right (center bears South 85°47'49" East and the chord bears North 05°24'32" East 12.63 feet with a central angle of 02°24'42");
thence North 06°36'52" East 59.64 feet;
thence Northeasterly 28.25 feet along the arc of a 200.00 foot radius curve to the left (center bears North 83°23'08" West and the chord bears North 02°34'03" East 28.23 feet with a central angle of 08°05'38");
thence North 89°53'20" East 80.02 feet;
thence Southwesterly 37.64 feet along the arc of a 280.00 foot radius curve to the right (center bears South 88°54'42" West and the chord bears South 02°45'47" West 37.62 feet with a central angle of 07°42'11");
thence South 06°36'52" West 59.64 feet;
thence Southwesterly 6.95 feet along the arc of a 220.00 foot radius curve to the left (center bears South 83°23'08" East and the chord bears South 05°42'35" West 6.95 feet with a central angle of 01°48'35");
thence Southeasterly 24.85 feet along the arc of a 15.00 foot radius curve to the left (center bears South 85°11'43" East and the chord bears South 42°39'11" East 22.10 feet with a central angle of 94°54'57");
thence South 00°06'40" East 60.00 feet;
thence South 89°53'20" West 145.83 feet;
thence South 01°11'10" East 20.00 feet;
thence South 89°53'20" West 193.83 feet;
thence Southwesterly 70.75 feet along the arc of a 220.00 foot radius curve to the left (center bears South 00°06'40" East and the chord bears South 80°40'36" West 70.44 feet with a central angle of 18°25'29");
thence North 05°51'08" West 20.46 feet;
thence Southwesterly 98.92 feet along the arc of a 240.00 foot radius curve to the left (center bears South 17°27'48" East and the chord bears South 60°43'45" West 98.22 feet with a central angle of 23°36'55");
thence North 41°04'43" West 60.00 feet;


thence Northeasterly 5.24 feet along the arc of a 300.00 foot radius curve to the right (center bears South 41°04'43" East and the chord bears North 49°25'20" East 5.24 feet with a central angle of 01°00'06") to the point of beginning.

Contains 56,084 Square Feet or 1.288 Acres

Part of Parcel Identification No. 27-25-101-002.

Exhibit B



<p>PROJECT # DATE 7074A 11/22/19</p> <p>1 OF 1</p> <p>FILE: SD/BRIDGE ACCESS EASEMENT</p>	<p>JENSON FARMS SUBDIVISION PHASE 1B</p> <p>11905 SOUTH 700 WEST DRAPER, UTAH</p> <p>BRIDGE ACCESS EASEMENT EXHIBIT</p>	<p>FOR: BOWLER DEVELOPMENT P.O. BOX 2111 WEST JORDAN, UTAH 84084 PHONE: 801.562.9292</p>	<p>45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com</p> 
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