

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

West Valley City  
West Valley City Recorder  
3600 South Constitution BLVD  
West Valley City, Utah 84119

14255203 B: 11499 P: 4875 Total Pages: 4  
06/21/2024 02:08 PM By: EMehanovic Fees: \$0.00  
Rashelle Hobbs, Recorder Salt Lake County, Utah  
Return To: UTAH DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY 4TH FLOOR BOX 148420 SALT LAKE CITY, UT 84114



## Temporary Construction Easement

(Limited Liability Company)

Salt Lake County

Tax ID No.	15-33-151-003
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:105:E

Donaji Properties, LLC, a Utah Limited Liability Company, Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point in the westerly boundary line of said entire tract which is 1,377.70 feet south along the section line and 205.00 feet East and 6.27 feet South from the Northwest Corner of said Section 33; and running thence N.89°55'29"E. 60.00 feet to a point in the easterly boundary line of said entire tract; thence South 8.00 feet along said easterly boundary line; thence S.89°55'29"W. 37.40 feet; thence S.00°04'31"E. 5.00 feet; thence S.89°55'29"W. 22.60 feet to a point in said westerly boundary line; thence North 13.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 593 square feet or 0.014 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'24" counter-clockwise to obtain highway bearings.)

PIN No. 18823  
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STATE OF Utah)  
) ss.  
COUNTY OF SALT LAKE)

Donaji Properties, LLC  
Limited Liability Company

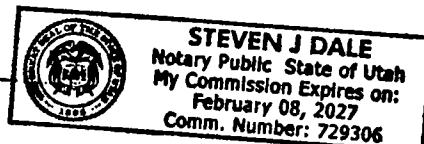


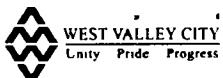
Signature

Rogelio Franco  
Print Name and Title

On this 6<sup>th</sup> day of May, in the year 2024, before me personally appeared Rogelio Franco, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Manager of Donaji Properties, LLC, a Utah Limited Liability Company and that said document was signed by him/her on behalf of said Donaji Properties, LLC by Authority of its ARTICLES OF ORGANIZATION.

  
Notary Public





## PERMIT TO ENTER AND CONSTRUCT

**SALT LAKE COUNTY  
3650 South; 2700 West to 3200 West  
West Valley City Project No. F-2215(1)0  
Pin No. 18823**

**County Tax ID No. 15-33-151-003  
West Valley City Parcel No.: 105:P**

I/We, Donaji Properties, LLC, a Utah limited liability company at 3153 West 3650 South WEST VALLEY CITY UT, 84119, the owner(s) of the above identified parcel or the designated representative thereof, and West Valley City, hereby agree to allow the West Valley City and its designated contractors and agents to:

- 1) Owner agrees to permit West Valley City (the "City") and any others permitted or assigned by the City to enter onto my Property for the purpose of installing a fence and performing related tasks.
- 2) Owner agrees that a fence shall be installed as set forth in Exhibit A at the City's expense.
- 3) Owner acknowledges that upon the installation of the fence, the City shall repair any damage to the Property caused by the City during the installation.
- 4) Owner acknowledges and agrees that Owner shall have no claim for modification, repair, alteration, maintenance, or removal of the fence.
- 5) Owner acknowledges and agrees that the City shall not maintain the fence. Owner further acknowledges and agrees that it is Owner's obligation to maintain the fence in accordance with the West Valley City Municipal Code and agree to do so.
- 6) Owner acknowledges and agrees that the City offers no warranty, express or implied, concerning the fence, the installation of the fence, or the fence's suitability for any use.
- 7) Owner hereby agrees to release, indemnify, and hold harmless the City and the volunteers, assigns, agents, employees, contractors, or other representatives of the City from any claims, damages, lawsuits, expenses, or other losses, including but not limited to injury, death, and property damage, arising from or relating to the fence, the installation of the fence, any flaws or defects in the fence, and the City's entry onto the Property. Owner further agrees to accept and assume all risks associated with the fence and the maintenance of the fence and the Property.
- 8) By signing this Fence Installation Agreement and Waiver, I hereby acknowledge that I am waiving substantial legal rights that I might otherwise have. I further acknowledge that I have been encouraged to seek legal counsel and that I understand the terms of this Fence Installation Agreement and Waiver.



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This permit shall expire upon completion of the construction of said project, or three years after the date of execution of this instrument, whichever occurs first.

After said highway structure and appurtenant parts thereto, is constructed at the expense of the West Valley City, said West Valley City is thereafter relieved of any further claim or demand for cost, damages, or maintenance charges which may accrue against said construction related elements and appurtenant parts thereof.

This permit shall be binding upon the grantor, their heirs, successors, or assigns, for the duration of the permit as noted above. This permit will be considered an option until the Local Government Authority with West Valley City makes approval.

For this permit, Donaji Properties, LLC, a Utah limited liability company, will receive \$0.00. This amount constitutes the full payment for the permit. This Agreement shall constitute the entire agreement and understanding between Grantor (Donaji Properties, LLC, a Utah limited liability company) and Grantee (West Valley City) regarding the permit. This Agreement shall supersede all offers, negotiations and other agreements with respect to the permit.

Dated this 6 day of May, 2024

Grantor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Grantor

Dated this 6<sup>th</sup> day of May, 2024

Steven J. Dale, West Valley City