

9251829

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84119-5998

9251829
12/17/2004 10:01 AM \$0.00
Book - 9073 Pg - 8716-8717
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT DEPT. OF TRANSPORTATION
BOX 148440 ATT: JR BAIRD
SLC UT 84114-8440
BY: LUG, DEPUTY - WI 2 P.
UT ST-Dept. of Transportation

Easement
(LIMITED-LIABILITY COMPANY)
Salt Lake County

Affecting Tax ID No. 27-25-401-012
Parcel No. 0071:181:E
Project No. *HPP-STP-0071(12)0

Price Lone Peak Company, LLC, a limited liability company of the State of Utah f/k/a VINE VILLA, LTD., Grantor, hereby GRANTS AND CONVEYS against all claiming by through or under it, to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars and other good and valuable consideration,

a perpetual easement upon part of an entire tract of property, located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining thereon public utilities, and appurtenant parts thereof, including but not limited to irrigation facilities, incident to the widening of existing highway State Route 71, known as Project 0071. The boundaries of said part of an entire tract are described as follows:

Beginning at a point which is 59.00 feet perpendicularly distant northerly from the centerline of State Route 71 of said project at approximate Engineer Station 253+03.53, said point being on the easterly boundary line of said entire tract, which point is 1535.86 ft N 89°32'55" W along the section line and 3681.19 ft SOUTH from the Northeast corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian; running thence N 89°44'00" W 4.93 ft to a point which is 59.00 feet perpendicularly distant northerly from the centerline of State Route 71 of said project at Engineer Station 252+98.60; thence S 89°07'13" W 300.21 ft to a point which is 53.00 feet perpendicularly distant northerly from the centerline of State Route 71 of said project at approximate Engineer Station 249+98.46, said point being on the southerly boundary line of said entire tract on the existing highway right of way line; thence N 89°44'02" W 391.50 ft along the southerly boundary line of said entire tract to the Southwest corner of said entire tract to a point which is 53.00 feet perpendicularly distant northerly from the centerline of State Route 71 of said project at approximate Engineer Station 246+06.95; thence N 00°07'27" E 10.00 ft along the westerly boundary line of said entire tract; thence S 89°44'02" E 247.72 ft; thence NORTH 1.97 ft; thence S 89°44'06" E 100.00 ft; thence SOUTH 1.97 ft; thence S 89°44'02" E 43.69 ft; thence N 89°07'13" E 291.71 ft; thence NORTH 6.17 ft; thence S 89°44'00" E 13.27 ft to the easterly boundary line of said entire tract; thence S 00°46'54" E 16.00 ft to the point of beginning. The above described parcel of land contains 7,243 square feet or 0.166 acre.

(Note: All bearings in the above description are highway bearings. Rotate highway bearings 0°00'12" clockwise to match property bearings.)

Continued on Page 2

BK 9073 PG 8716

It is agreed hereby, that the Grantor, by consent of the Utah Department of Transportation, shall have the right to lessen but not increase the vertical distance or grade of said cut and/or fill slopes, after said slopes are constructed on the above described lands at the expense of the Utah Department of Transportation, thereafter said Utah Department of Transportation is relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

After said irrigation facility is constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

Grantee shall indemnify and hold Grantor harmless from and against any liability, losses, damages, suits, claims, demands, costs and expenses, of whatsoever kind and nature, including court costs and attorneys' fees, for injury to or death of persons or damage to or loss or destruction of any property, whether real or personal, arising out of or in connection with the construction of the road or the use of the property by Grantee or its agents hereunder.

The terms, covenants, conditions, and agreements contained herein shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the hand of said Grantor has been set this 7th day of December, A.D. 2004.

Signed in the presence of:

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

PRICE LONE PEAK COMPANY, LLC

By J. Steven Price
J. Steven Price, Manager

On the date first above written, personally appeared before me, J. Steven Price, who, being by me duly sworn, says that he is the Manager of Price Lone Peak Company, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company by authority of its operating agreement and said J. Steven Price acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certification first above written:

Layne K. Schauggaard
Notary Public

