

COTTONWOOD HEIGHTS

RESOLUTION No. 2016-43

A RESOLUTION APPROVING AN ACCESS RELOCATION AGREEMENT WITH UTAH DEPARTMENT OF TRANSPORTATION AND ROCKY MOUNTAIN POWER

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 24 May 2016 to consider, among other things, approving and ratifying an "Access Relocation Agreement" (the "Agreement") with Utah Department of Transportation ("UDOT") and Rocky Mountain Power ("RMP") whereunder UDOT and RMP would agree to relocate an existing access easement on a parcel of real property located at approximately 6600 South 3000 East in the City which the City has contracted to purchase from UDOT, to facilitate more efficient use of such property by the City as its public works yard; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with UDOT and RMP is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2016-43, shall take effect immediately upon passage.

PASSED AND APPROVED this 24<sup>th</sup> day of May 2016.



By: Linda W. Dunlavy, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By: Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 24<sup>th</sup> day of May 2016.

RECORDED this 24<sup>th</sup> day of May 2016.

**AFTER RECORDING, RETURN TO:**

COTTONWOOD HEIGHTS  
Attn. Recorder  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047

**Access Relocation Agreement**

**THIS ACCESS RELOCATION AGREEMENT** (this "*Agreement*") is entered into effective 24 May 2016 between the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("*City*"); **UTAH DEPARTMENT OF TRANSPORTATION**, a department of the state of Utah whose address is c/o Property Management Section, 4501 South 2700 West, Box 148420, 4th Floor, Salt Lake City, UT 84114 ("*UDOT*"); and **ROCKY MOUNTAIN POWER**, an unincorporated division of PacifiCorp, an Oregon corporation, whose address is 1407 West North Temple, Salt Lake City, UT 84116 ("*RMP*"). In this Agreement, City, UDOT and RMP are each a "*Party*" and collectively are the "*Parties*."

**RECITALS:**

A. UDOT owns fee simple title to about 7.8 acres of improved realty located at approximately 6600 South 3000 East in Cottonwood Heights, Utah, which UDOT uses as an operations yard (the "*Yard*"). The Yard is described and/or shown on attached Exhibit "A."

B. UDOT heretofore has sold and conveyed to RMP about 5.82 acres of ground (the "*RMP Parcel*") that is contiguous to, and located Southerly of, the Yard for use as an electric substation. The RMP Parcel is described and/or shown on attached Exhibit "B."

C. City desires to acquire a site for certain of its operations, and the Yard contains excess ground not necessary for UDOT's operations. Consequently, City and UDOT have entered into a "Purchase Contract" with addendum (the "*Purchase Contract*") whereunder City will purchase and UDOT will sell approximately 2.411 acres (the "*Property*") of the Northerly portion of the Yard. The Property is described and/or shown on attached Exhibit "C."

D. In connection with its anticipated purchase of the Property and its future cooperative use of the Yard with UDOT as described in the Purchase Contract, City heretofore purchased fee title to the parcel of ground (the "*City Lot*") containing approximately .6 acres that is contiguous to, and located Northerly of, the Property.

E. Access to the Yard and the RMP Parcel currently is provided via an existing roadway (the "*Existing Access Road*") running from 3000 East across the Yard. RMP's rights in and to the Existing Access Road are evidenced by an "Easement" between UDOT, as grantor, and RMP, as grantee, that is dated 21 November 2012 and was recorded in the official records of the Salt Lake County Recorder's office on 29 November 2012 as entry no. 11524878 in book 10082 at page 2906-2909 (the "*RMP Easement Agreement*").

F. The Existing Access Road shall continue to be the primary access roadway between 3000 East and the Yard (and thence to the RMP Parcel) until a new access road (the "*New Access Road*") is constructed as explained in this Agreement, whereupon City and UDOT

shall grant to each other and RMP an express, perpetual easement on the New Access Road and RMP shall irrevocably relinquish any and all easement and other rights it may have in and to the Existing Access Road and the Yard (including the Property), whether under the RMP Easement Agreement or otherwise, all as provided in this Agreement.

### **A G R E E M E N T:**

**NOW THEREFORE**, in consideration of the Parties' mutual covenants and undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Existing Access Road.** RMP's rights under the RMP Easement Agreement to continue to use the Existing Access Road across the Property and the balance of the Yard (such balance is the "*UDOT Parcel*") shall be unaffected by the closing ("*Closing*") of City's purchase of the Property, and shall continue in effect until such time as the New Access Road is completed and put into service as described below.

Section 2. **New Access Road.** The New Access Road shall be constructed on the City Lot, the Property and the UDOT Parcel within 14 months after the Closing substantially as shown on the site plan (the "*Site Plan*") that is attached hereto as Exhibit "D." The New Access Road consists of a 30' roadway terminating in a cul-de-sac across the City Lot, the Property and the UDOT Parcel. The New Access Road will encumber the portions of the City Lot, the Property and the UDOT Parcel that are described on attached Exhibits "E-1" and "E-2." The New Access Road shall be engineered to bear the weight of loaded trucks and other equipment anticipated to utilize the Yard and RMP Parcel (i.e., UDOT's 20,000 lb. weight specifications) and shall include related improvements such as curb, gutter & sidewalk; lane striping; landscaping; etc., all as required by applicable law or as shown on the Site Plan. Although the cost of constructing the New Access Road on the City Lot and the Property shall be paid by City, City shall not be obligated to construct any roadways elsewhere on the Yard (including, without limitation, the RMP Driveway described in Section 3, below). City may, however, at its sole option and cost, construct any desired improvements to the intersection of the New Access Road and 3000 East street such as, for example, a semaphore and additional turn lanes. Before commencing construction of the New Access Road, City will provide to UDOT and RMP a construction schedule and the general contractor's name and contact information.

Section 3. **RMP Driveway.** RMP shall have uninterrupted access to the RMP Parcel as provided in the RMP Easement Agreement until such time as the New Access Road is put into service. From and after the time that the New Access Road is put into service, however, ingress to and egress from the RMP Parcel shall be relocated to occur via the New Access Road and thence to the RMP Parcel via a new, non-exclusive 24' wide easement (the "*RMP Driveway*") running across the UDOT Parcel from the cul-de-sac portion of the New Access Road to the boundary of the RMP Parcel. The RMP Driveway is shown on attached Exhibit "F" and is described on attached Exhibit "G." An express, recorded easement for the RMP Driveway shall be conveyed by UDOT to RMP as explained in Section 4, below. The New Access Road shall not be deemed completed and put into service unless and until UDOT grants the replacement easement for the RMP Driveway, such that comparable (as at present) ingress to and egress from the RMP Parcel is provided via the New Access Road and the RMP Driveway.

Section 4. **Relocation.** City shall notify UDOT and RMP when the New Access Road is completed and ready to be put into service. Within 30 business days after City notifies UDOT and RMP that the New Access Road is completed and ready to be put into service:

(a) **Conveyance of Easement for New Access Road.** City and UDOT mutually shall execute and deliver to each other and to RMP an easement agreement granting a right of way over the City Lot, the Property and the UDOT Parcel via the New Access Road. City's and UDOT's express grants of a right of way across the New Access Road shall be on comparable terms and conditions as the RMP Easement Agreement or as the Parties otherwise mutually may agree, but shall include, without limitation, City's express right to reasonably relocate (elsewhere on the City Lot and the Property) the New Access Road and its related easement in the future at City's sole cost; and

(b) **Conveyance of Easement for RMP Driveway.** Simultaneously, UDOT shall execute and deliver to RMP an easement agreement covering the RMP Driveway substantially on the same terms and conditions (but not in the same location) as RMP's current easement under the RMP Easement Agreement; and

(c) **Termination of RMP Easement Agreement.** Simultaneously, RMP shall formally relinquish and terminate all of its rights in and to the Existing Access Road on the Property and the UDOT Parcel and under the RMP Easement Agreement. Such relinquishment of RMP's current easement rights shall be evidenced by one or more quitclaim deeds and/or other recordable release documents reasonably specified by City and/or UDOT and in such form(s) as City and/or UDOT reasonably may require to evidence RMP's abandonment of the Existing Access Road and irrevocable termination of the RMP Easement Agreement as to the Property and the UDOT Parcel.

Section 5. **Maintenance.**

(a) **New Access Road.** City and UDOT shall be responsible for snow plowing, sweeping and providing similar minor maintenance on the New Access Road, with City performing all such minor maintenance during even-numbered years and UDOT performing all such minor maintenance during odd-numbered years. The cost of any major maintenance to and/or repair or replacement of the New Access Road reasonably deemed necessary by City (collectively, "*Major Maintenance*") shall be equally shared by City and UDOT, each of whom shall pay its 1/2 share of such cost within 30 days after City's written request. As used herein, Major Maintenance of the New Access Road shall include, without limitation, maintaining, repairing or replacing concrete curbs, gutters, sidewalks, etc.; maintaining, repairing or replacing asphalt or other paved surfaces through slurry seal, chip seal, overlay or otherwise; re-striping; and such other work as may be necessary or reasonably advisable to keep the New Access Road in good, attractive condition and repair.

(b) **RMP Driveway.** RMP shall be responsible at its cost for all snow plowing, sweeping, and other minor and major maintenance to and/or repair or replacement of the RMP Driveway and any improvements thereon.

Section 6. **Covenants Run with Land; Recording.** This Agreement shall (a) create an equitable servitude each Party's respective parcel in favor of the other Parties; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest

in any portion of the Property, the UDOT Parcel or the RMP Parcel at any time or from time to time; and (d) inure to the benefit of and be binding upon RMP, UDOT, City and their respective successors and assigns. City may record this Agreement in the office of the Salt Lake County Recorder so long as City records a termination of this Agreement contemporaneously with RMP's relinquishment of its rights to the Existing Access Road and under the RMP Easement Agreement in exchange for RMP's rights in the New Access Road as provided in Section 4, above.

Section 7. **Default; Waiver of Jury Trial.** If a Party fails to perform any of its obligations hereunder and such condition is not cured within ten days after written notice thereof by the other, such Party shall be in default hereunder and the non-defaulting Party shall be entitled to proceed at law and in equity to enforce its rights under this Agreement. **Each of the Parties hereby irrevocably waives, to the fullest extent possible under applicable law, the right to request or obtain a trial by jury in connection with any lawsuit between the Parties arising from or related to this Agreement.**

Section 8. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by a Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The Parties' rights and remedies shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties.

(h) **Time of Essence.** Time is the essence of this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses set forth above.

(k) Force Majeure. No Party shall be responsible for delays or failure in performance resulting from acts beyond the control of such Party, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, communication line failures, power surges or failures, earthquakes, unseasonably severe weather conditions, or any other disasters or unusual and reasonably unforeseeable events beyond the reasonable control of the Party required to perform, so long as the Party charged with performance in that situation diligently pursues such performance.

**DATED** effective the date first-above written.

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah municipality

By: \_\_\_\_\_  
**Linda W. Dunlavy**, Recorder

By: \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr.**, Mayor

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

On 24 May 2016, personally appeared before me **Kelvyn H. Cullimore, Jr.** and **Linda W. Dunlavy**, who duly acknowledged to me that they executed the foregoing document as the mayor and the recorder, respectively, of **COTTONWOOD HEIGHTS**, a Utah municipality.

\_\_\_\_\_  
Notary Public

**UDOT:**

**UTAH DEPARTMENT OF TRANSPORTATION**

**ATTEST:**

By: \_\_\_\_\_  
**Bryan Adams**, Region 2 Director

By: \_\_\_\_\_  
**Lyle McMillan**, Director

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

On \_\_\_ \_\_\_\_\_ 2016, personally appeared before me **Lyle McMillan** and **Bryan Adams**, who duly acknowledged to me that they executed the foregoing document as the Director and the Region 2 Director, respectively, of **UTAH DEPARTMENT OF TRANSPORTATION**, a department of the State of Utah.

\_\_\_\_\_  
Notary Public

**RMP:**

**ATTEST:**

**ROCKY MOUNTAIN POWER**, an unincorporated division of Pacificorp, an Oregon corporation

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

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

On \_\_\_\_\_ 2016, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, who duly acknowledged to me that they executed the foregoing document as the \_\_\_\_\_ and \_\_\_\_\_, respectively, of **ROCKY MOUNTAIN POWER**, an unincorporated division of **Pacificorp**, an Oregon corporation.

\_\_\_\_\_  
Notary Public

## Exhibit "A" to Access Relocation Agreement

### **LEGAL DESCRIPTION OF THE YARD:**

Beginning at the Center Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $0^{\circ}50'19''$  West along the Center Quarter Section Line 885.00 feet to the North line of the PacifiCorp parcel; thence South  $89^{\circ}43'46''$  West 461.10 feet along the North line of said PacifiCorp parcel to the Easterly line of 3000 East Street; thence along said East line of 3000 East street the following 2 courses; (1) North  $06^{\circ}06'14''$  East 695.82 feet; and (2) North  $12^{\circ}55'28''$  East 201.77 feet to the North line of the UDOT property; thence South  $89^{\circ}45'58''$  East 354.93 feet along the North line of the UDOT property to the point of beginning.

## Exhibit "B" to Access Relocation Agreement

### **LEGAL DESCRIPTION OF THE RMP PARCEL:**

The basis of bearing for this survey is North 89°31'25" West from the found monument marking the South Quarter Corner to the found monument marking the Southwest Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

Beginning at a point South 00°50'17" West along the section line, 885.00 feet from the center of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°50'17" West along the section line 675.53 feet to the North line of the Pine Mountain Subdivision recorded in Book 76 at Page 194 of the official records of the Salt Lake County Recorder's office; thence North 55°33'43" West along said North line of Pine Mountain Subdivision, 627.47 feet to the East line of 3000 East Street; thence along said East line of 3000 East Street the following three (3) courses: (1) North 04°19'25" East 244.88 feet; (2) South 89°31'25" East 40 feet; (3) North 06°02'50" East 75 feet; thence North 89°43'44" East 461.02 feet to the section line and the point of beginning.

Contains 5.82 acres, more or less.

## Exhibit "C" to Access Relocation Agreement

### **LEGAL DESCRIPTION OF THE PROPERTY:**

All of an entire tract of property situate in the NE1/4 of the SW1/4 of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said tract of land is described as follows:

Beginning on the northerly line of said NE1/4 of the SW1/4 at a point 189.69 feet South 89°57'01" West from a Salt Lake County Monument marking the Center Quarter Corner of said Section 23; and running thence South 42°36'50" East 123.91 feet to the point of tangency with a 267.50 foot radius curve to the right; thence Southeasterly 201.55 feet along the arc of said curve (chord to said curve bears South 21°01'46" East for a distance of 196.81 feet); thence South 00°33'18" West 12.00 feet to the point of tangency with a 33.00 foot radius curve to the right; thence Southwesterly 51.84 feet along the arc of said curve (chord to said curve bears South 45°33'18" West for a distance of 46.67 feet) to a point of reverse curvature with a 68.00 foot radius curve to the left; thence Southerly 106.81 feet along the arc of said curve (chord to said curve bears South 45°33'18" West for a distance of 96.17 feet); thence South 89°57'01" West 48.19 feet; thence North 58°50'04" West 212.47 feet; thence South 89°57'01" West 44.66 feet to the Easterly right-of-way line of 3000 East Street; thence North 05°34'15" East 111.71 feet along said easterly right-of-way line; thence North 12°26'45" East 169.69 feet along said Easterly right-of-way line to the said NE1/4 of the SW1/4; thence North 89°57'01" East 174.81 feet to the point of beginning. The above described tract of land contains 105,029 square feet in area or 2.411 acres, more or less.

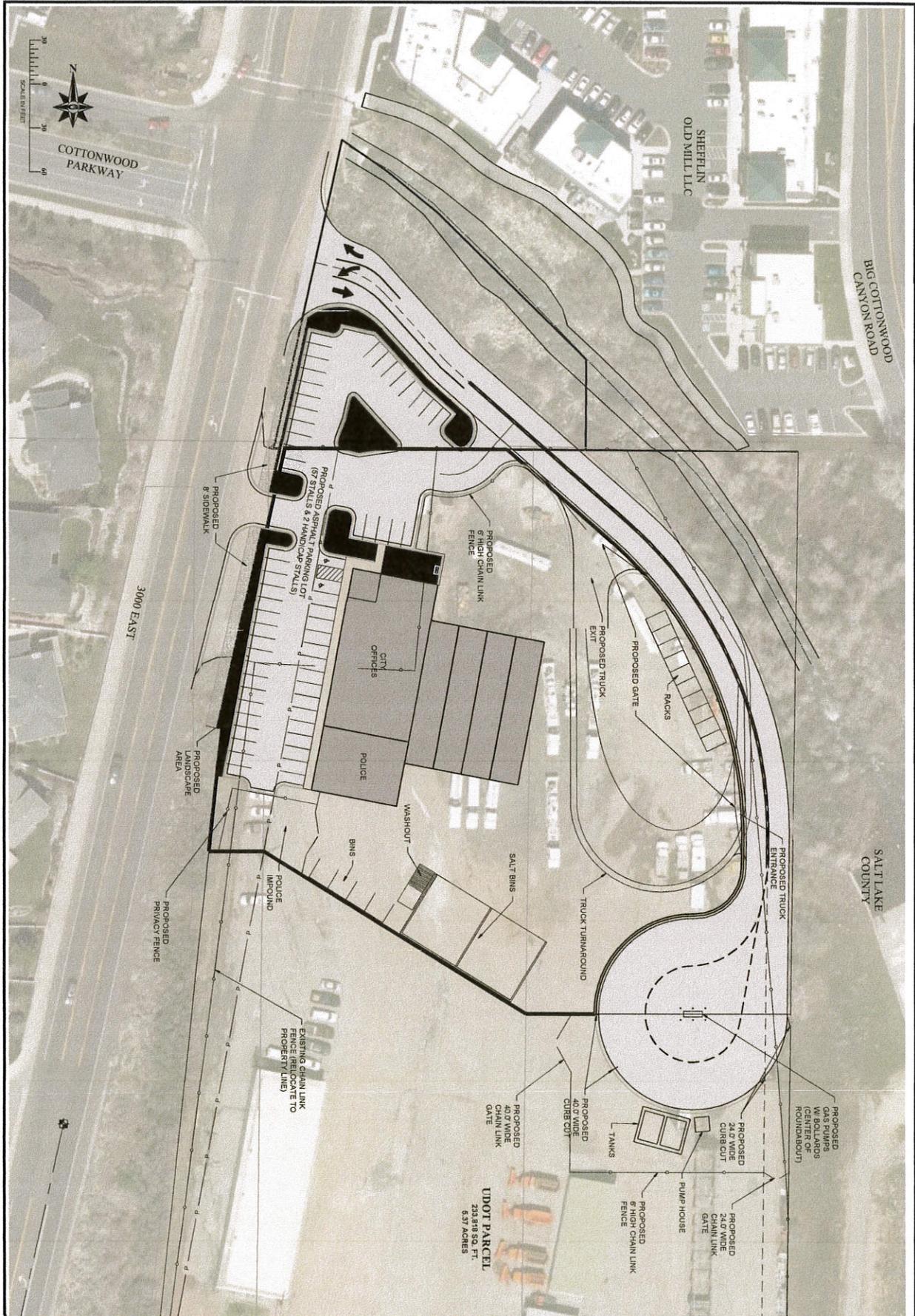
Signs, billboards, outdoor advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tract of land.

Exhibit "D" to  
Access Relocation Agreement

(Attach Site Plan Showing New Access Road, etc.)



3000 EAST

SHEFFLIN  
OLD MILL LLC

BIG COTTONWOOD  
CANYON ROAD

SALT LAKE  
COUNTY

**THE YARD SITE PLAN**  
 PROPOSED PUBLIC WORKS FACILITY  
 6600 SOUTH 3000 EAST  
 COTTONWOOD HEIGHTS, UTAH

DATE: OCTOBER, 2014	REVISIONS
DRAWING NAME:	REVISION NO. BY COMMENTS
DESIGNED/DRAWN BY: AL	
CHECKED: APPROVED:	



SECTION A  
 SHEET 238  
 EX 1

DATE: OCTOBER 2014  
 PROJECT NO. 2014-014  
 SHEET NO. 238 OF 244  
 SCALE: 1" = 40'

## Exhibit "E-1" to Access Relocation Agreement

### **LEGAL DESCRIPTION OF NEW ACCESS ROAD EASEMENT (PROPERTY AND CITY PARCEL):**

A 30 foot wide easement, the sidelines of which are parallel with and fifteen feet (15') on each side of the following described centerline :

Beginning on the easterly right-of-way line of 3000 East Street at a point 364.50 feet South 89°57'01" West and 156.98 feet North 12°26'45" East from a Salt Lake County Monument marking the Center Quarter Corner of said Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 77°53'16" East 23.01 feet to the point of tangency with a 27.50 foot radius curve to the right; thence southeasterly 18.31 feet along the arc of said curve (chord to said curve bears South 58°48'49" East for a distance of 17.97 feet); thence South 39°44'22" East 64.40 feet; thence South 42°36'50" East 121.51 feet to the southerly line of the Grantor's property and the point of termination, which point is 169.32 feet South 89°57'01" West from said Salt Lake County Monument. The sidelines of said easement are to be extended or shortened to eliminate any gaps or overlaps and to begin on said easterly right-of-way line of 3000 East Street and end on the southerly boundary line of said entire tract.

Contains approximately 6,818 sq. ft.

Together with any and all man-made features, including cut/fill slopes, signs, temporary snow storage areas, and drainage structures adjacent to and appurtenant to said easement.

## Exhibit "E-2" to Access Relocation Agreement

### **LEGAL DESCRIPTION OF NEW ACCESS ROAD EASEMENT (UDOT PARCEL):**

Road and cul-de-sac access easement located in the Southwest Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being further described as follows:

Beginning at a point on the centerline of said access road and the North line of grantor's property, said point being located North 89°45'58" West 169.33 feet (basis of bearings for this description is South 0°50'19" West between the Center Quarter Section and the South Quarter Corner of said Section 23) and running thence North 89°45'58" West 20.37 feet; thence South 42°19'54" East 123.92 feet to a point of curvature with a 267.50 foot radius curve to the right; thence continuing 201.55 feet southerly along the arc of said curve through a central angle of 43°10'12"; thence South 0°50'14" West 12.00 feet to a point of curvature with a 33.00 foot radius curve to the right; thence continuing 51.84 feet along the arc of said curve through a central angle of 90°00'23" to a point of reverse curvature with a 68.00 foot radius curve to the left; thence continuing 294.24 feet along the arc of said curve through a central angle of 247°55'23"; thence North 0°50'14" East 138.56 feet to a point of curvature with a 297.50 foot radius curve to the left; thence continuing 224.15 feet along the arc of said curve through a central angle of 43°10'12"; thence North 42°19'54" West 96.36 feet; thence North 89°45'58" West 20.37 feet to the point of beginning.

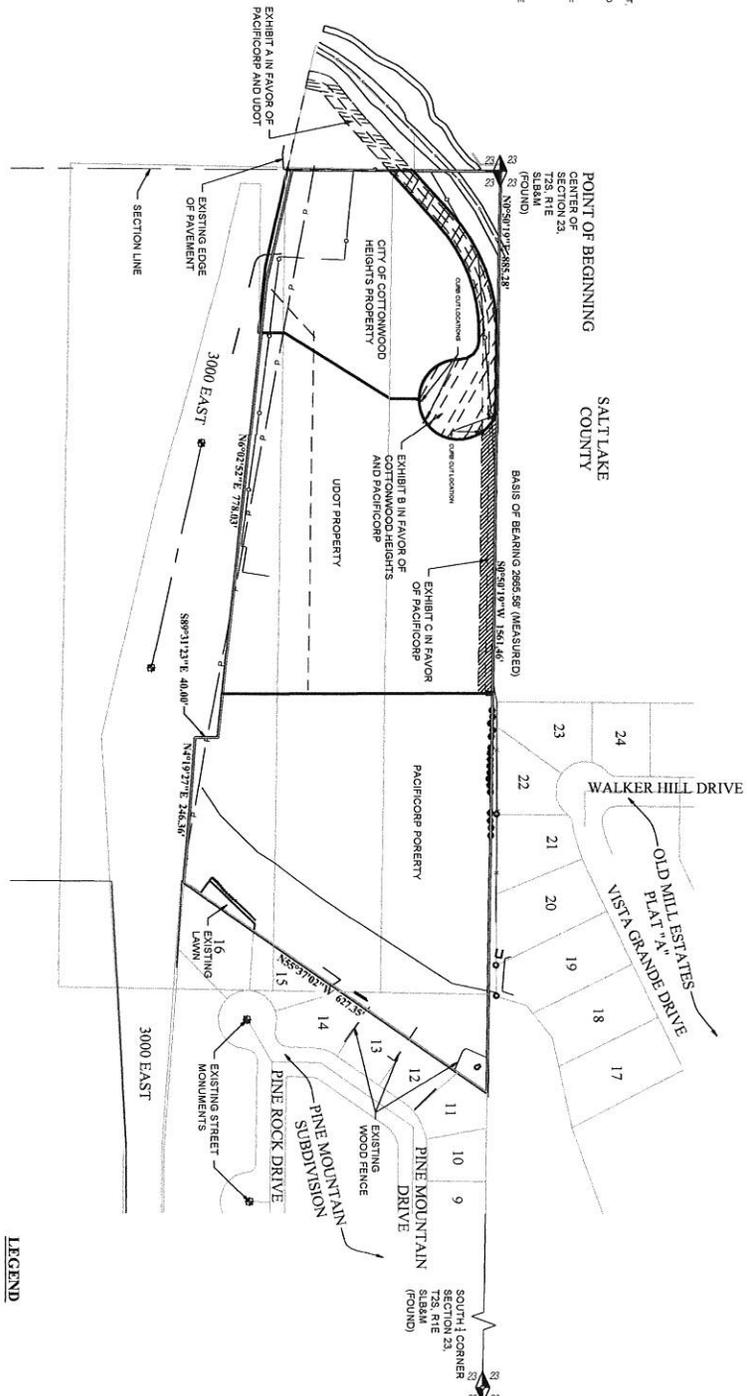
Contains approximately 26,367 sq. ft.

Affects Parcel Nos. 22-23-327-006 and 22-23-327-007.

Exhibit "F" to  
Access Relocation Agreement

(Attach Plan Showing New Access Road and RMP Driveway)

**UDOT EASEMENT EXHIBIT**  
 LOCATED IN THE SOUTHWEST QUARTER  
 OF SECTION 23, TOWNSHIP 2 SOUTH,  
 RANGE 1 EAST SALT LAKE BASIN & MERIDIAN



- LEGEND**
- EXISTING SECTION CORNER
  - EXISTING STREET MONUMENT
  - EXISTING REBAR AND CAP
  - EXISTING CHAINLINK FENCE
  - EXISTING VINYL FENCE
  - EXISTING WIRE FENCE
  - EXISTING PINE TREE
  - EXISTING BUSHES
  - EXISTING POWER POLE
  - BOUNDARY LINE
  - DEENRIGHT OF WAY LINES

**UDOT MAINTENANCE YARD SURVEY**  
**EASEMENT EXHIBIT**  
 COTTONWOOD HEIGHTS, UTAH

DATE	BY	REVISIONS
JANUARY 2012	AL	REVISED 2-28-12

DESIGNED BY: AL	CHECKED BY:	APPROVED BY:
DATE: 1/23/12		

1" SCALE MEASURES 1" ON 11x17 SHEETS  
 ADJUST ACCORDINGLY FOR OTHER SIZE SHEETS

CONSULTING ENGINEERS AND SURVEYORS

1200 SOUTH 400 EAST  
 SUITE 100, SALT LAKE CITY, UT 84143  
 PHONE: 801.487.1111  
 FAX: 801.487.1111

## Exhibit "G" to Access Relocation Agreement

### **LEGAL DESCRIPTION OF RMP DRIVEWAY EASEMENT:**

A 24 foot wide access easement located in the Southwest Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, the centerline of which is described as follows:

Beginning at a point on the South line of grantor's property, said point being located South 0°50'19" West along the Center Quarter Section Line 885.29 feet and West 12.00 feet from the Center Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°50'19" East 455.11 feet to a point on the easement line for the cul-de-sac roadway easement.

Contains approximately 10,954 sq. ft.

Affects Parcel Nos. 22-23-327-006 and 22-23-327-007