

8974275

WHEN RECORDED, MAIL TO:  
South Jordan City  
1600 West Towne Center Drive  
South Jordan, Utah 84095

8974275  
02/10/2004 08:48 AM NO FEE  
Book - 8943 Pg - 8130-8135  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO REAL ESTATE  
BY: SBM, DEPUTY - MI 6 P.

Affects Parcel Nos.  
27-15-351-001  
27-15-351-002  
27-22-101-001  
27-22-151-005  
27-22-151-006

**GRANT OF EASEMENT**

THIS GRANT OF EASEMENT is made this 2 day of February, 2004,  
between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, ("Grantor")  
and SOUTH JORDAN CITY, a municipal corporation of the State of Utah. ("Grantee").

WHEREAS, Grantor is the owner in fee of certain real property located within South  
Jordan City, which property is the site of the Salt Lake County Equestrian Park and Event Center  
("County Premises").

WHEREAS, Grantor has determined that it is in the best interests of the Grantor and the  
public to grant and convey to Grantee a perpetual easement, more particularly described in  
Exhibit A (the "Easement"), over and across the County Premises for the placement of water  
pipelines, power and other appurtenant features, along with a temporary construction easement  
(the "construction easement") for the duration of the installation of said facilities (the "Project.")

NOW THEREFORE, in consideration of the interests of the public and other good and  
valuable consideration, which is hereby acknowledged, the Grantor grants unto the Grantee this  
Easement subject to the following terms and conditions:

1. Grantor hereby grants and conveys to Grantee the Easement, which shall be perpetual, over the County Premises for the placement of water pipelines, power lines, and other appurtenant features, so long as such facilities shall be required, with the right of ingress and egress to Grantee, its officers, employees, representatives, agents, and assigns to enter upon the Easement with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove, and replace said facilities.

2. Grantor further grants and conveys to the Grantee a temporary construction easement 40.00 feet in width, comprised of 20.00 feet on each side of the centerline description set forth in Exhibit A, which construction easement shall expire upon the completion of the construction of the Project or 24 months from the date of this Grant of Easement, whichever occurs first. Upon substantial completion of the Project, Grantee shall restore that portion of the County Premises disturbed during construction of the Project to its condition prior to construction, except that Grantee shall be allowed to use plants and trees which have not matured to the extent of those removed.

3. Grantee, or those performing any construction related to the Project or to any of the other rights granted in Paragraph 1 above, shall be responsible for and perform all work in a professional and workmanlike manner. Upon completion of any activities other than the Project undertaken by Grantee pursuant to its use of the Easement, Grantee shall restore any portion of the County Premises disturbed during such activity to its prior condition, except that Grantee may use plants and trees which have not matured to the extent of those removed. Grantee agrees not to disturb the existing retaining wall located within the easement, but shall preserve and protect it during the initial construction and in future maintenance and repair operations.

4. Both parties are governmental entities under the Governmental Immunity Act, '63-30-1, *et seq.*, Utah Code Annotated (2003), therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

5. Grantor shall have the right to grant other nonexclusive easements over, along, or upon the easement premises; provided, however, that any such other easements shall be subject to the easement granted herein. Grantor reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted under the Easement.

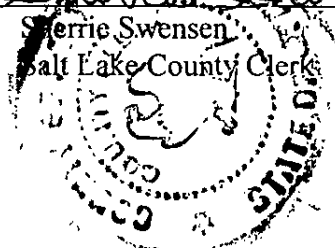
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IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

GRANTOR:  
SALT LAKE COUNTY

By [Signature]  
Nancy Workman, Mayor or Designee

By [Signature]  
Sherrie Swensen, Salt Lake County Clerk



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

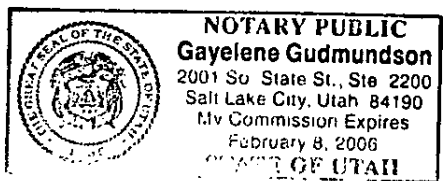
On this 9 day of Feb, 2004, personally appeared before me David Marshall, who being duly sworn, did say that (s)he is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF UTAH )  
 )  
 ) : ss.  
County of Salt Lake )

On this 9th day of February, 2004, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing Special Warranty Deed was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.



[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

GRANTEE:

SOUTH JORDAN CITY

By Ricky A. Horst

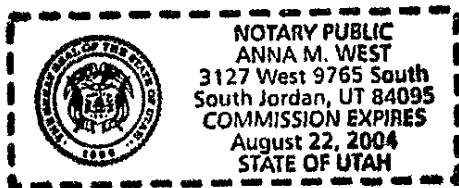
Its CITY MANAGER

STATE OF UTAH )

:SS.

SALT LAKE COUNTY )

On the 2 day of Feb, 2004 personally appeared before me Ricky A. Horst being duly sworn, did say that she/he is the City Manager of South Jordan and that the within and foregoing instrument was signed for and in behalf of such entity.



Anna M. West  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

Exhibit A

Description of Easement

A Perpetual Easement 20 feet in width, comprising 10 feet on each side of the following centerline:

BEGINNING at a point in the Grantor's Northerly boundary line, which point lies 1319.01 feet South  $00^{\circ} 16' 11''$  West along the Section line and 149.65 feet South  $89^{\circ} 43' 49''$  East from the West Quarter Corner of Section 15, T. 3 S., R. 1 W., S. L. B & M., and running thence South  $22^{\circ} 30' 48''$  West 162.40 feet; thence South  $45^{\circ} 08' 06''$  West 79.42 feet; thence South  $00^{\circ} 09' 48''$  West 585.40 feet; thence South  $00^{\circ} 16' 16''$  West 3,155.25 feet, more or less, to the northerly right of way line of 11400 South Street and the terminus of this description.

Perpetual Easement contains 79,649 square feet or 1.83 acres, more or less.

The boundary lines of said easement shall be lengthened and/ or shortened to begin and end on, and conform to the grantor's property line.

(Note: Basis of Bearing is South  $00^{\circ} 16' 11''$  West from the West Quarter Corner of Section 15 to the Southwest Corner of Section 15, T. 3 S., R. 1 W., S.L.B.& M.)