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8/24/2011 12:10:00 PM \$21.00  
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Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 6 P.

MNT: 24434

When Recorded Mail to:

Salt Lake Community College  
Attn: Dennis Klaus, V.P.  
4600 South Redwood Road, Room 108A  
Salt Lake City, Utah 84123

APN: 33-07-400-014; and  
33-07-200-005

**GRANT OF EASEMENT  
AND RIGHT OF WAY**

This GRANT OF EASEMENT AND RIGHT OF WAY has been executed on this 17<sup>th</sup> day of August 2011 by SOUTH FARM, L.L.C., a Utah limited liability company of 4393 South Riverboat Road, Suite 450, Salt Lake City, Utah 84123 as the GRANTOR in favor of SALT LAKE COMMUNITY COLLEGE, a body corporate and politic of the State of Utah of 4600 South Redwood Road, Salt Lake City, Utah 84123 as the GRANTEE.

WHEREAS, Grantee is the owner of certain real property located in Salt Lake County, State of Utah that is more particularly described on the Exhibit "A" that is attached hereto and by this reference made a part hereof (the "Grantee's Property").

WHEREAS, Grantor is the owner of certain real property which abuts the Grantor's Property and which is also located in Salt Lake County, State of Utah and that is more particularly described on the Exhibit "B" that is attached hereto and by this reference made a part hereof (the "Easement Property").

WHEREAS, Grantee is desirous of obtaining an easement and right of way over and across the Easement Property for ingress and egress to and from 3600 West Street and 14400 South Street and for utility access all for the benefit of the Grantee's Property. Grantor is willing to grant such an easement and right of way upon certain terms and conditions.

THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor the receipt and sufficiency of which are hereby acknowledged, Grantor hereby states and grants as follows:

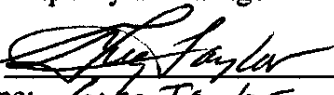
1. **GRANT OF EASEMENT AND RIGHT OF WAY.** The Grantor hereby grants and conveys to the Grantee a perpetual, non-exclusive easement and right of way over and across the Easement Property with full and free right of access for Grantee, its tenants, servants, visitors, contractors and licensees, at all times hereafter with or without vehicles for: (a) the purpose of providing for ingress and egress to and from 3600 West Street and 14400 South Street to the Grantee's Property; and (b) for the purpose of providing for the installation, maintenance and replacement of public and/or private utility lines benefiting the Grantee's Property.
2. **APPURTENANT.** It is understood that the easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantee's Property.
3. **CONSTRUCTION AND MAINTENANCE.** All costs associated with the construction upon the Easement Property of roadway improvements shall be the sole responsibility of the Grantor. All costs associated with the construction upon the Easement Property of utility lines necessary for the development of other property of the Grantor shall be the sole responsibility of the Grantor. The Grantor shall be responsible for the maintenance and repair of the Easement Property and the improvements constructed thereon and the costs associated therewith. Grantor shall also be responsible for property taxes and assessments that accrue against the Easement Property.
4. **UTILITY CONNECTIONS BY GRANTEE.** Grantee shall have the right to install public and/or private utility lines within the Easement Property for the benefit of the Grantee's Property at Grantee's sole cost and expense. Grantee shall have the right to connect to any Grantor installed public and/or private utility lines located within the Easement Property at Grantee's sole cost and expense. Grantee shall be responsible for any and all connection fees and all costs associated with any increase in capacity necessary to accommodate Grantee's connection to said utility lines and increased use of the utility lines including the costs of materials and labor, related to the increase, and any and all connection and/or inspection fees charged by the respective utility provider at the time of connection. Immediately following any such utility work by Grantee, Grantee, at Grantee's sole cost and expense, shall repair and return the surface of the Easement Property to the condition existing prior to the commencement of such utility work.
5. **INDEMNIFICATION.** The Grantor and Grantee shall protect, indemnify and save harmless the other, their successors and assigns from and against any and all liability, loss, cost, damage, expense and claims of every kind and nature due to injury or death of any person or loss of or damage to any property whatsoever, arising directly or indirectly out of or incident to the use of the Easement Property by the respective parties.
6. **NO INTERFERENCE.** At all times, the Easement Property shall be kept free and open and neither Grantor nor Grantee shall prohibit or attempt to prohibit the use

of the Easement Property by the other party for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Property which shall prevent or interfere with the use of the Easement Property as contemplated herein.

7. INTENT TO DEDICATE. In the future, the Grantor intends to dedicate a public street with associated utility easements over and across the Easement Property. Such dedication shall take into account and address the then existing or proposed easements providing utility service to the Grantee's property as well as to the other property of the Grantor. Grantee shall cooperate with Grantor in the platting process and will execute any additional documents and/or plats necessary to accomplish the dedication.
8. TERMINATION OF EASEMENT AND RIGHT OF WAY UPON DEDICATION. Following the dedication of a public street and the creation of the associated utility easements upon the Easement Property as provided for in the preceding paragraph number 7, the easement and right of way created hereby shall terminate and shall thereafter be of no further force or effect.
9. SUCCESSORS AND ASSIGNS. The easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective successors and/or assigns.

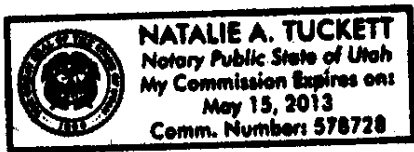
IN WITNESS WHEREOF, the Grantor has executed this Agreement in Salt Lake City, Utah on the day and year first written above.

GRANTOR: SOUTH FARM, L.L.C., a  
Utah limited liability company  
By: RE Management, L.L.C., a  
Utah limited liability company  
in its capacity as Manager

By:   
Name: Greg Taylor  
Its: Manager

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

On the 17 day of AUGUST 2011, personally appeared before me  
GREG TAYLOR, signer of the foregoing instrument,  
who duly acknowledged to me that he executed the same in his capacity as the Manager  
of RE Management, L.L.C., a Utah limited liability company and who further  
acknowledged that said limited liability company executed the same in its capacity as the  
Manager of South Farm, L.L.C., a Utah limited liability company.



*Natalie A. Tuckett*  
NOTARY PUBLIC

EXHIBIT "A"

A parcel of land located in the East Half of Section 7 and the West Half of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South  $89^{\circ}55'01''$  East 1,647.29 feet along the north line of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and South 1,979.31 feet from the North Quarter Corner of said Section 7; and thence North  $38^{\circ}24'00''$  East 2,150.89 feet; thence North  $85^{\circ}56'02''$  East 202.12 feet to a point of tangency of a 167.31 foot radius curve to the right; thence Easterly 41.02 feet along said curve through a central angle of  $14^{\circ}02'50''$  and a long chord of South  $87^{\circ}02'33''$  East 40.92 feet; thence South  $80^{\circ}01'08''$  East 275.05 feet to a point of tangency of a 210.31 foot radius curve to the right; thence Southeasterly 172.49 feet along said curve through a central angle of  $46^{\circ}59'31''$  and a long chord of South  $56^{\circ}31'23''$  East 167.69 feet; thence South  $33^{\circ}01'37''$  East 262.36 feet to a point of tangency of a 862.31 foot radius curve to the right; thence Southeasterly 306.99 feet along said curve through a central angle of  $20^{\circ}23'53''$  and a long chord of South  $22^{\circ}49'40''$  East 305.38 feet; thence South  $12^{\circ}37'44''$  East 241.98 feet to a point of tangency of a 934.69 foot radius curve to the left; thence Southerly 229.37 feet along said curve through a central angle of  $14^{\circ}03'36''$  and a long chord of South  $19^{\circ}39'32''$  East 228.79 feet; thence South  $26^{\circ}41'20''$  East 252.50 feet; thence South  $29^{\circ}06'35''$  East 52.63 feet to a point on the arc of a 1,085.00 foot radius non-tangent curve to the left, the center of which bears South  $45^{\circ}39'42''$  East; thence Southwesterly 112.45 feet along said curve through a central angle of  $05^{\circ}56'17''$  and a long chord of South  $41^{\circ}22'09''$  West 112.40 feet; thence South  $38^{\circ}24'00''$  West 1,713.86 feet; thence North  $51^{\circ}36'00''$  West 1,761.87 feet to the POINT OF BEGINNING.

# EXHIBIT "B"

**EAST HERRIMAN  
SLCC TEMPORARY SITE ACCESS EASEMENT  
July 18, 2011**

A parcel of land located in the Northwest Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 0°20'01" West 1,321.00 feet from the North Quarter Corner of said Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and thence South 0°20'01" West 60.00 feet; thence WEST 1,259.69 feet more or less to the East line of the Salt Lake Community College property described in that Special Warranty Deed recorded July 15, 2011 as Entry Number 11212897 in the records of the Salt Lake county Recorder, State of Utah; thence North 17°10'49" West 62.80 feet along the East line of the Salt Lake Community College property; thence EAST 1,278.59 feet to the POINT OF BEGINNING. Said parcel contains 1.75 acres, more or less.

LESS AND ACCEPTING any portion lying within the bounds of the Provo Reservoir Canal.