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**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 ANDERSON & KARREBERG  
 50 W BROADWAY STE 700  
 SLC UT 84101-2035  
 BY: ZJM, DEPUTY - WI 14 P.

**WHEN RECORDED, RETURN TO:**

Steven W. Dougherty, Esq.  
 ANDERSON & KARREBERG  
 50 West Broadway, Suite 700  
 Salt Lake City, Utah 84101-2035

**GRANT OF STORM DRAIN LINE EASEMENT**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**, The Craig Harris Trust, does hereby grant, convey, sell and set over to Sandy City Redevelopment Agency, hereinafter referred to as **Grantee**, its successors and assigns, a perpetual, non-exclusive right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace underground storm drain lines and related facilities, hereinafter called the **Facilities**, within a portion of the property of Grantor ("Grantor's Property") (as described on Exhibit "A" hereto for reference purposes), said right-of-way and easement being situated on a parcel of the Grantor's real property (the "Easement Property") more particularly described in Exhibit "B" hereto.<sup>1</sup>

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns with the right of ingress and egress in said Grantee, its officers, employees, representatives, agents, contractors, successors and assigns to enter upon the above described Easement Property with such equipment as Grantee deems necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities, subject to the further terms and conditions set forth below.

1. Nature of Easement. The rights granted hereunder shall continue in perpetuity unless and until they are terminated in a writing executed and recorded by Grantee, its successors or assigns. The rights herein shall be assignable (in whole or in part), non-exclusive and shall benefit

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<sup>1</sup> The Storm Line Easement is not intended to be aligned with the western boundary of the Grantor's Property, but rather to comport with the location of the storm line itself.

certain real property located in Sandy City, Utah owned by Grantee ("Grantee's Property") more particularly described in Exhibit "C" hereto. These rights are given for the sole purpose of installing, maintaining, operating, inspecting, repairing, protecting, replacing and removing a storm drain line which shall serve Grantee's Property, Grantor's Property and adjoining property owned by any assignee of Grantee and any other designee of any governmental entity to whom this Easement may be dedicated. Accordingly, all of Grantee's rights and obligations under this Grant of Easement shall pass by way of any dedication, assignment or transfer of such storm drain line to a public utility or governmental service entity. Grantor reserves unto itself and retains the non-exclusive right to use, and grant to others the non-exclusive right to use, the above-described Easement Property for such other purposes or uses as Grantor shall deem necessary or reasonably desirable; provided, however, that any such use shall not unreasonably interfere with, disrupt or displace the Facilities or other rights granted to Grantee hereunder. Grantor shall have the right to use the Facilities for the benefit of the Grantor's property without charge; provided any such use shall be in accordance with applicable laws. The covenants, conditions, obligations, restrictions and other provisions herein shall run with, and be binding upon, the lands burdened hereby. Those persons or entities who shall use or be served by the Facilities for storm drain service are intended beneficiaries hereunder. Without limiting the foregoing, the Grantor and Grantee acknowledge and agree that the Grantor's Property and the Grantee's Property, and any rights in the Easement or under this Grant of Easement shall be held, transferred, sold, leased, and/or conveyed (whether voluntarily or by operation of law) subject to the covenants, conditions, restrictions, obligations, and servitudes set forth herein, which shall run with and appurtenant to any such real property. Any person or entity which acquires Grantee's rights hereunder shall be bound by and shall perform all of Grantee's obligations hereunder.

2. Obligations of Grantor's Lessee. UTAH SOCCER STADIUM OWNER, LLC, a Delaware limited liability company ("USSO"), is the lessee and operator of Grantee's Property. As such USSO, and its successors, assigns and affiliates shall be responsible for Grantee's obligations under this Agreement, including but not limited to Grantee's obligations to install, maintain, operate, inspect, repair, protect, replace and remove the Storm Drain Line in accordance with the terms of this Easement Agreement. USSO shall pay all costs of construction of the Facilities and shall indemnify and defend Grantor from any and all claims arising by reason of such construction, except to the extent such claims arise from Grantor's acts or omissions.

3. Temporary Construction Easement and Construction. This Grant of Easement shall also include the temporary right to use that portion of Grantor's property described in Exhibit "D" hereto as the Temporary Construction Easement area for use during installation, construction, repair, maintenance, replacement and removal of the Facilities. All construction related-activities on the above-described easement shall be conducted within the Temporary Construction Easement as described in Exhibit "D," including but not limited to the removal of spoils and importation of backfill. All equipment used by Grantee shall likewise remain within the Temporary Construction Easement. All construction shall be conducted in accordance with the Construction Plan to which Grantor and USSO have previously agreed. USSO and its associated entities, Utah Soccer, LLC, a Utah limited liability company ("Utah Soccer") and SCP Worldwide, LLC, a Connecticut limited liability company ("SCP") (SCP, USSO, and Utah Soccer are herein referred to collectively as "REAL") shall ensure that all work on the above-described easement by USSO and its contractors, agents and employees will comply with the terms of the Construction Plan. In the event Harris deliver's notice to REAL that such construction work deviates from the Construction Plan, REAL shall promptly upon REAL's receipt of such notice, correct any deficiencies between the Construction Plan and the construction work. REAL also agrees that if

USSO, its contractors, agents or employees materially deviates from the Construction Plan, as may be amended by REAL and Harris, and REAL fails to promptly commence to cure such defects, upon REAL's receipt of a written request from Harris, REAL shall give notice to USSO and USSO's contractors, agents and employees to suspend work. In connection with the foregoing, REAL has caused a letter agreement approved by Grantor to be delivered and executed by Layton/Turner Joint Venture, which USSO is utilizing as general contractor for construction on the Easement (the "LT Letter").

4. Warranty. USSO, Utah Soccer, and SCP jointly and severally agree to warrant all construction work on the Easement for a period of four (4) years from the date of completion to be free from defect in design, material and workmanship and conforming to all governmental standards applicable to a public storm drain pipeline.

5. Grantee's Covenants. USSO shall exercise all rights granted hereunder at its own cost and expense, and shall comply at all times with the following covenants.

a. **Maintenance.** Prior to any public dedication or transfer of the Facilities to any public entity and then only for so long as the Facilities are in use by REAL its successors and assigns, at their own cost and expense, shall maintain and repair the Facilities and the Grantor's Property (to the extent maintenance or repair is required as a result of the Facilities, and not the acts or omissions of Grantor) in good working condition.

b. **Design.** USSO, its successors and assigns, at their cost and expense, shall plan, engineer, design and build the Facilities in compliance with the requirements of all regulatory governmental bodies, and utilities.

c. **Insurance.** Prior to any public dedication or transfer of the Facilities to any public entity and then only for so long as the Facilities are in use by REAL, USSO shall obtain and maintain during construction and use of the Facilities, at its own cost and





SCP Worldwide, LLC

*David P. Kuleshnik*

By DAVID P. KULESHNIK

Its SUP-DEVELOPMENT

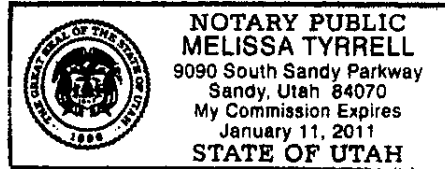
STATE OF UTAH

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: ss.

COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me this 5 day of March, 2008, by DAVID P. KULESHNIK as SUP-DEVELOPMENT of SCP Worldwide, LLC.

Exhibit "A"



**EXHIBIT "A"**

The "Grantor's Property" described in the foregoing document is located in Salt Lake County, State of Utah and is described more particularly as follows:

Beginning at a point on the North line of 9400 South State Street 16.5 feet West and North 0 degrees 05 minutes 27 seconds West 92.56 feet from the Southeast corner of the Southwest quarter of the Southeast quarter of Section 1, Township 3 South Range 1 West, Salt Lake Base and Meridian, (said point also being more or less 81 rods West and 92.56 feet North 0 degrees 05 minutes 27 seconds West from the Southeast corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian) and running thence along said North line South 89 degrees 55 minutes 33 seconds West 342.89 feet to a point in the East right-of-way line of the Jordan and Salt Lake Canal; thence along said right-of-way line North 22 degrees 45 minutes East 286.47 feet to a point in an old fence line; thence along said old fence line North 89 degrees 20 minutes 13 seconds East 232.55 feet, more or less; thence South 0 degrees 05 minutes 27 seconds West 266.43 feet to the point of beginning.

Less and Excepting therefrom that portion conveyed to Sandy City Corporation, a Utah Corporation by a Warranty Deed recorded April 16, 1986 as Entry No. 4230643, in Book 5756 at Page 1072, Salt Lake County Recorder.

Exhibit "B"

**AID EQUIPMENT CANAL STORM DRAIN LEASE AGREEMENT EASEMENT**

BEGINNING AT A POINT ON THE NORTH LINE OF 9400 SOUTH STREET 16.5 FEET WEST AND NORTH 0°05'27" WEST 92.56 FEET AND NORTH 89°54'33" WEST 337.50 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, (SAID POINT ALSO BEING MORE OR LESS 101.8 RODS WEST AND NORTH 0°05'27" WEST 92.56 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 1) AND RUNNING THENCE NORTH 21°01'21" EAST 164.93 FEET; THENCE NORTH 22°45'00" EAST 119.53 FEET; THENCE NORTH 89°20'13" EAST 6.88 FEET; THENCE SOUTH 21°01'26" WEST 283.09 FEET; THENCE SOUTH 89°55'33" WEST 10.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,616 SQUARE FEET OR 0.060 ACRES

Exhibit "C"

ALL OF LOT 4, REAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF,  
RECORDED SEPTEMBER 6, 2007 AS ENTRY NO. 10214892 IN THE OFFICE OF THE  
SALT LAKE COUNTY RECORDER.

Said property is also known by the street address of:  
Approximately 9180 South State Street  
Salt Lake City, UT 84070

Tax Parcel No. 27-01-476-027

Exhibit "D"

**AID EQUIPMENT TEMPORARY CONSTRUCTION EASEMENT**

BEGINNING AT A POINT ON THE NORTH LINE OF 9400 SOUTH STREET 16.5 FEET WEST AND NORTH 0°05'27" WEST 92.56 FEET AND NORTH 89°54'33" WEST 337.50 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, (SAID POINT ALSO BEING MORE OR LESS 101.8 RODS WEST AND NORTH 0°05'27" WEST 92.56 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 1) AND RUNNING THENCE NORTH 21°01'21" EAST 164.93 FEET; THENCE NORTH 22°45'00" EAST 119.53 FEET; THENCE NORTH 89°20'13" EAST 8.50 FEET; THENCE SOUTH 21°01'26" WEST 283.10 FEET; THENCE SOUTH 89°55'33" WEST 12.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,042 SQUARE FEET OR 0.070 ACRES