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WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

AND A COPY TO:
City of Sandy
Molly Spira, City Recorder
10000 Centennial Parkway, Suite 311
Sandy, Utah 84070

12623939
09/26/2017 02:25 PM \$0.00
Book - 10602 Pg - 4339-4342
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
NATIONAL TITLE AGCY OF UT INC
6770 S 900 E #101
MIDVALE UT 84047
BY: SMP, DEPUTY - MI 4 P.

**Perpetual
Right of Way Easement**
(Limited Liability Company)

Salt Lake County	Tax ID No.	27-13-227-019-4001 27-13-227-019-4002
	Pin No.	11827
	Project No.	F-115-7(314)294
	Parcel No.	115-7:106:EC

GS Pacific ST LLC, a Delaware limited liability company

whose address is 10450 South State Street, Sandy, Utah 54070 Grantor(s),

hereby GRANTS AND CONVEYS to the CITY OF SANDY, a municipal corporation
Grantee, at 10000 Centennial Parkway, Sandy, Utah, 84070, for
the sum of TEN (\$10.00)

GLC

Dollars, and other good and valuable considerations, the following described easement in
Salt Lake County, State of Utah, to-wit:

A non-exclusive perpetual right-of-way easement (the "Easement") upon part of an entire tract of land for a highway known as Project No. F-115-7(314)294, being part of an entire tract of property situate in Lot 3, South Towne Center Mall Subdivision, recorded as Entry No. 6644162, Book 97-5P, Page 152 in the office of the Salt Lake County Recorder, and in the SW1/4NE1/4 and the NW1/4NE1/4 of Section 13, T.3S., R.1W., S.L.B. & M. in Salt Lake County, Utah, for the purpose of (i) construction and maintenance of a highway and appurtenant parts thereof including, but not limited to utilities, street and signal lighting facilities, directional and traffic information signs incident to Project No. F-115-7(314)294, and (ii) the public's perpetual use as a right-of-way. The Easement shall run with the land and shall be binding upon Grantor and Grantor's successors, heirs and assigns. The Easement shall be subject to the conditions set forth below and Grantee's use of this Easement shall constitute Grantee's acceptance of such conditions.

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During the term of this Easement, Grantee shall cause its contractors, permittees, and agents conducting activities on the Easement Area [defined below] (each an "Authorized Party") to maintain commercial general liability insurance in the sum of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, insuring against any damages or liabilities which may occur as a result of such Authorized Party exercising its rights under this Easement. Grantor shall be named as an additional insured on such insurance. In addition, Grantee or its Authorized Parties shall maintain worker's compensation insurance as required under applicable law and automobile insurance for any motor vehicle owned or leased by such party and used on the Easement Area. At Grantor's request, Grantee shall provide Grantor with a certificate of said insurance from itself or its Authorized Parties within one week after commencing activity on the Easement Area.

Grantee expressly acknowledges that nothing in this Easement shall authorize Grantee, or any of its Authorized Parties, to subject the Easement Area to mechanic's liens. Grantee agrees not to permit or suffer and, to the extent permitted or suffered, cause to be removed and released, any mechanic's lien, materialmen's or other lien or claim for payment on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with entry or work upon the Easement Area by Grantee or the Authorized Parties.

Grantee shall cause its Authorized Parties to indemnify and hold harmless Grantor from any and all obligation, liability, claim, demand, loss, damage, cost or expense (including actual and reasonable attorneys' fees) or cause of action whatsoever in any way due to, arising out of, or related to the negligent or wrongful activities of the Authorized Parties on the Easement Area pursuant to this Easement.

The boundaries of said part of an entire tract of land are described as follows:

Prepared by: (TJB) Meridian Engineering, Inc. 01F - 10/31/2016
Revised by: (JAO) UDOT 8/17/2017

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Beginning at the southwest corner of said Lot 3, which corner is 1,816.97 feet West and 1,635.92 feet South from the Northeast Corner of said Section 13 (Basis of Bearing is S.00°54'30"W. between the Northeast Corner and the East Quarter corner of said Section 13), said point is also approximately 25.54 feet perpendicularly distant northeasterly from the Monroe Street Control Line opposite engineer station 208+00.44, and running thence along the westerly boundary line of said Lot 3 the following two (2) courses: (1) northerly 172.07 feet along the arc of a 938.25-foot radius non-tangent curve to the right through a delta of 10°30'28" (Note: radius bears N.79°29'32"E., chord to said curve bears N.05°15'14"W. for a distance of 171.83 feet); thence (2) North 291.55 feet to a southerly boundary line of said Lot 3; thence S.89°47'55"W. 36.82 feet along said southerly boundary line to a point in a 504.00-foot radius non-tangent curve to the left (Note: radius bears N.86°56'56"W.); thence northerly 28.97 feet along the arc of said curve concentric with and 30.00 feet radial distant westerly from said control line, through a delta of 03°17'37" (Note: chord to said curve bears N.01°24'16"E. for a distance of 28.97 feet) to a point opposite engineer station 213+16.11; thence N.00°14'33"W. 39.56 feet along a line parallel with said control line to a point opposite engineer station 213+55.67; thence N.89°45'27"E. 71.50 feet to a point 29.50 feet perpendicularly distant easterly from the Monroe Street Ramp Control Line opposite engineer station 127+27.93; thence S.00°14'33"E. 177.93 feet along a line parallel with said control line to a point opposite engineer station 125+50.00; thence S.00°11'31"W. 72.27 feet to the beginning of a 540.50-foot radius non-tangent curve to the right (Note: radius bears N.85°54'18"W.) at a point 30.50 feet radially distant easterly from said control line opposite engineer station 124+80.00; thence southerly 105.29 feet along the arc of said curve concentric with said control line through a delta of 11°09'40" (Note: chord to said curve bears S.09°40'32"W. for a distance of 105.12 feet) to a point of reverse curvature having a radius of 326.50 feet, said point is opposite engineer station 123+80.65; thence southerly 179.79 feet along the arc of said curve through a delta of 31°33'03" (Note: chord to said curve bears S.00°31'10"E. for a distance of 177.53 feet) to the southerly boundary line of said Lot 3; thence West 3.94 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of an entire tract of land contains 15,368 square feet in area or 0.353 acre, more or less (the "Easement Area").

(Note: Rotate all bearings in the above description 00°14'33" clockwise to obtain highway bearings.)

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IN WITNESS WHEREOF, said GS Pacific ST LLC has caused this instrument to be executed by its proper officers thereto duly authorized this 26th day of September, A.D. 2017.

GS PACIFIC ST LLC,
a Delaware limited liability company

By: South Towne Pacific, LLC,
a Delaware limited liability company
Its: Managing Member

By: _____
Name: Steven M. Plenge
Title: Authorized Signatory

GS PACIFIC ST ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On 09/13/2017 before me, E A ARAQUE, NOTARY PUBLIC personally appeared Steven M. Plenge, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies); and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

