

02/05/97 11:27 AM 6565611 25.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
REC BY: V ASHBY , DEPUTY - WI

AFTER RECORDING MAIL TO:

Church of Christ
6925 So. Division Park Center
435
Midvale Utah 84047

6565611

**GRANT OF EASEMENTS AND AGREEMENT
TO CONSTRUCT ROADWAY AND UTILITIES**

This Agreement is made this 30th day of January, 1997, by and between Arrow America Video, Inc., a corporation duly organized and existing under the laws of the State of Utah with a place of business in Salt Lake County, State of Utah, (hereinafter referred to as "Owner") and Salt Lake Valley Church of Christ a/k/a Salt Lake Church of Christ, a Utah non-profit corporation, with its principal location in Salt Lake County, State of Utah, (hereinafter referred to as "Grantee").

In consideration of the mutual benefits to be derived from this agreement, the undersigned agree as follows:

1. Conveyance of Easement. Owners hereby grant and convey a perpetual easement from the effective date of this agreement to Grantee a private right-of-way over and across the property owned by Owner and described on Exhibit "A" attached hereto and incorporated herein by this reference. The specific location of the easement is identified on Exhibit "B" attached hereto and incorporated herein by this reference.
2. Purpose of the Easement. The purpose of the easement is to guaranty access to property being acquired by Grantee identified in Exhibit "C" attached hereto and incorporated herein by this reference. Such access to be from the public road commonly known as 10600 South, Salt Lake County, State of Utah. The purpose is to allow vehicles of all type, and pedestrian traffic to travel across the easement to allow access to Grantee's parcel without the payment of any compensation for use of such road or right-of-way by Grantee or Grantee's assigns, visitors, or licensees.
3. Construction and Maintenance. The roadway described above shall be constructed and maintained in good repair by Owner at its sole cost and expense. This roadway shall be constructed and maintained as required by the codes of the City of South Jordan, and at a minimum shall include the following: Thirty foot (30') wide road which has appropriate access to 10600 South with an eight inch (8") road base, three inches (3") of asphalt, curb and gutter, a sidewalk on one side of the road with four inches (4") of concrete with gravel base. The roadway shall also contain appropriate utility service including a six inch (6") waterline, an eight inch (8") sewer line, and a fifteen inch (15") A.D.S. storm drain, all in accordance with city code. The culinary water line shall also include two fire hydrants. The water, sewer, and storm drain lines shall each be designed to be accessible and to be tapped into by Grantee at the northern terminus of the road to be built where it is to abut Grantee's property. The road and utilities are to be constructed and installed by June 30, 1997. Owner's maintenance of the road and utilities may be terminated upon dedication of the completed road and utilities to the City of South Jordan.

4. Bond of Owner. Owner shall furnish a performance bond or a letter of credit in the amount of Eighty-Seven Thousand Dollars (\$87,000.00) from a good and sufficient surety or commercial bank the premium of which are the Owner's sole expense which bond or letter of credit shall be in favor of Grantee to guaranty the full and faithful performance of Owner's obligations for construction of the roadway and utilities pursuant to this agreement. Such bond or letter of credit may be drawn on after June 30, 1997. Owner may extend the date for drawing if Owner has been unable to obtain a permit for the road after having made reasonable attempts to obtain the permit. In such event Owner may extend the date for drawing up to eight weeks from the date of issuance of the permit. However, the drawing date may not be extended beyond June 30, 1998. To extend the drawing date, Owner must present to Grantee a new bond or letter of credit which will have an expiration date not earlier than two months after the drawing date. If the drawing date is extended beyond December 31, 1997, the amount of the bond or letter of credit shall be increased to \$100,000.00.
5. Grantee's Right to Enforce Right-of-Way. Owner hereby grants to Grantee the right to enter upon any or all of Owner's property identified on Exhibit "A" hereto for the purposes of constructing and maintaining the right-of-way, including the installation of the designated utilities which shall include the right to grade, level, fill, drain, pave, build, maintain, repair, rebuild a road or highway, together with such culverts, ramps and cuts as may be necessary, on, over, across the property embraced within the right-of-way described above. This right shall also include the right to install, repair, maintain, alter, and operate sewers, storm drains, and water mains, in, into, upon, over, across, and under the Owner's parcel as described herein. This right shall also include the right to install, repair, maintain, alter, and operate sewers, storm drains, and water mains, in, into, upon, over, across, and under the Owner's parcel as described herein. Any exercise by the Grantee of this right shall not absolve or release the Owner of Owner's obligation for the cost of the construction or maintenance of the right-of-way and the utilities. Grantee agrees that if Grantee exercises this right to enter upon Owner's property to construct and maintain the road that Grantee will return Owner's property as nearly as practical to its original condition taking into consideration the nature of the work being performed.
6. Easement to Run with Land. The easements and rights granted herein shall run with the Owner's land and shall be binding on and shall inure to the benefit of the Grantee, and its respective successors, or assigns.
7. Easement not to be Obstructed. Owner agrees that it shall not use the land subject to the easement herein in any way which will impair the rights of the Grantee to use the easement for a public roadway and shall not obstruct passage thereon except as is necessary for temporary construction or maintenance of the roadway.
8. Consideration. Owner acknowledges that the consideration for this easement is that Grantee would not lease and purchase the land identified on Exhibit "C" attached hereto but for Owner's grant of the easement contained herein.
9. Notices. Any notice provided for concerning this agreement and grant of easement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail as sent to the respective address as set forth below, or as may be changed by notice to the other party:

Arrow America Video, Inc.
c/o Robert Baxter
2895 South West Temple
Salt Lake City UT 84115

Salt Lake Valley Church of Christ
c/o Mark S. Swan
RICHER, SWAN & OVERHOLT, P.C.
6925 South Union Park Center, Suite 450
Midvale, Utah 84047

10. Modification of Agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be evidence of in writing only and shall be signed by each party or an authorized representative of each party.
11. No Waiver. Failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms or conditions of this agreement or the grant of easement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
12. Attorney's Fees. In the event of any actions filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees and costs of court.
13. Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
14. Entire Agreement. This agreement shall constitute the entire agreement and grant of easement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at SALT LAKE CITY UTAH, date first written above.

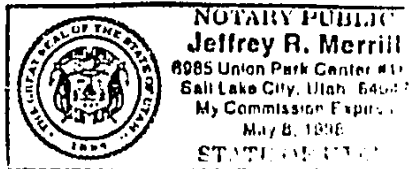
ARROW AMERICA VIDEO, INC.

By Robert Baxter - President
Robert Baxter
its _____

STATE OF UTAH)
):
COUNTY OF SALT LAKE)

On the ___ day of January, in the year of 1997, before me, the undersigned Notary Public in and for said State, personally appeared Robert Baxter, known or identified to me to be the President of Arrow America Video, Inc., the corporation that executed the Instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Jeffrey R. Merrill
NOTARY PUBLIC
My Commission Expires

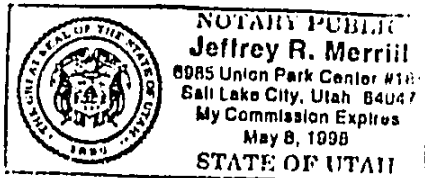
SALT LAKE VALLEY CHURCH OF CHRIST a/k/a
SALT LAKE CHURCH OF CHRIST

By *Robert Smith*
Robert Smith, Trustee/Elder

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

On the 30th day of January, in the year of 1997, before me, the undersigned Notary Public in and for said State, personally appeared Robert Smith, known or identified to me to be the Trustee/Elder of SALT LAKE VALLEY CHURCH OF CHRIST a/k/a SALT LAKE CHURCH OF CHRIST, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



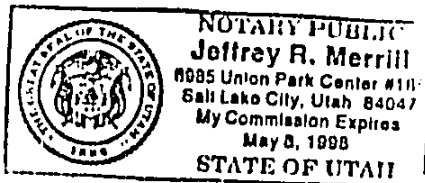
Jeffrey R. Merrill
NOTARY PUBLIC
My Commission Expires

By *William Baker*
William Baker, Trustee/Elder

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

On the 30th day of January, in the year of 1997, before me, the undersigned Notary Public in and for said State, personally appeared William Baker, known or identified to me to be the Trustee/Elder of SALT LAKE VALLEY CHURCH OF CHRIST a/k/a SALT LAKE CHURCH OF CHRIST, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Jeffrey R. Merrill
NOTARY PUBLIC
My Commission Expires

EXHIBIT "A"

BEGINNING AT POINT WHICH IS SOUTH 89°29'36" WEST 1202.47 FEET ALONG THE QUARTER SECTION LINE AND NORTH 0°30'24" WEST 231.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING ON THE NORTH RIGHT-OR-WAY LINE OF 10600 SOUTH STREET (SOUTH JORDAN PARKWAY); RUNNING THENCE ALONG SAID NORTH LINE NORTH 77°06'36" WEST 214.61 FEET TO A POINT ON A 27,967 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 13°21'41" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH LINE AND THROUGH A CENTRAL ANGLE OF 1°03'39" 517.81 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 0°10'25" EAST 456.31 FEET; THENCE SOUTH 89°40'13" EAST 770.60 FEET; THENCE SOUTH 5°29'41" WEST 626.97 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 9.29 ACRES.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL TO WIT:

BEGINNING AT POINT WHICH IS SOUTH 89°29'36" WEST 1202.47 FEET ALONG THE QUARTER SECTION LINE AND NORTH 0°30'24" WEST 231.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING ON THE NORTH RIGHT-OR-WAY LINE OF 10600 SOUTH STREET (SOUTH JORDAN PARKWAY); RUNNING THENCE NORTH 77°06'36" WEST ALONG SAID NORTH LINE 214.61 TO A POINT ON A 27,967 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 13°21'41" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH LINE AND THROUGH A CENTRAL ANGLE OF 0°53'12" 432.80 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 14°14'53" EAST 20.00 FEET; TO A POINT ON A 27,947 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 14°14'53" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 0°53'12" 432.49 FEET; THENCE SOUTH 77°06'36" EAST 211.93 FEET; THENCE SOUTH 5°29'41" WEST 20.17 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.30 ACRES.

BK 7592 PG 2821

EXHIBIT "B"

50 FOOT ROADWAY AND ACCESS RIGHT-OF-WAY BEING 23 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT WHICH IS SOUTH 89°29'36" WEST 1891.72 FEET ALONG THE QUARTER SECTION LINE AND NORTH 0°10'25" EAST 403.58 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 10600 SOUTH STREET (SOUTH JORDAN PARKWAY) AND RUNNING THENCE NORTH 0°10'25" EAST 122.30 FEET TO A POINT ON A 172.00 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 63°55'25" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 52°40'44" 158.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°45'19" EAST 34.26 FEET TO A POINT OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 11°14'41" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 10°15'14" 125.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'33" EAST 118.75 FEET TO A POINT OF A 180.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 00°59'27" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 88°40'46" 278.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°19'47" EAST 43.13 FEET.

BK 7592 PG 2822

EXHIBIT "C"

BEGINNING AT A POINT WHICH IS WEST, 1156.70 FEET AND NORTH, 717.907 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N5°29'41"E, 128.075 FEET; THENCE N89°40'13"W, 317.397 FEET; THENCE N3°45'56"W, 405.38 FEET; THENCE N87°48'20"E, 365.77 FEET; THENCE S60°14'16"E, 25.56 FEET; THENCE S24°00'00"E, 555.53 FEET; THENCE S84°24'05"W, 283.245 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.0636 ACRES

BK 7592 PG 2823