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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: ZJM, DEPUTY - WI 6 P.

Record and return to:

Sandy City
 Attention: City Recorder
 10000 South Centennial Parkway, Suite 311
 Sandy, Utah 84070

Parcel ID No. PT 28-05-451-010

AGREEMENT OF EASEMENT FOR TRAIL MAINTENANCE

THIS AGREEMENT OF EASEMENT FOR TRAIL MAINTENANCE ("**Agreement**") is made and entered into as of the 2nd day of December, 2009 by and between BOYER QUARRY BEND L.C., a Utah limited liability company ("**Boyer**") and SANDY CITY, a municipal corporation of the State of Utah (the "**City**").

WHEREAS, Boyer owns a certain five-foot (5') strip of real property located in Sandy, Utah as more particularly described on attached Exhibit "A" over which Boyer desires to grant to the City an easement for trail maintenance ("**Easement Area**") subject to the terms and conditions set forth herein; and

WHEREAS, the City owns certain real property adjacent to the Easement Area as more particularly described on attached Exhibit "B" (the "**City Property**") upon which the City intends to construct a trail ("**Trail**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant, grant and agree as follows:

1. Grant of Easement. Boyer hereby grants to the City a non-exclusive easement over and across the Easement Area for the sole purpose of providing the City, its officials, employees and contractors, access to maintain the Trail. Boyer shall not construct anything in the Easement Area which would substantially impede the City's use of the Easement Area.
2. Maintenance. Boyer, at it sole cost and expense, shall maintain the Easement Area. The City agrees that it shall be responsible for all costs and expenses for damage to or destruction of the Easement Area caused by the City's use thereof.
3. Indemnification. The City hereby agrees to defend, indemnify and hold Boyer harmless from and against all claims, losses, demands, expenses, and causes of action which may hereafter arise out of or relate to: (i) any claims, suits, damages, liens, mechanic's lien, personal injury, property damage, environmental liability, or temporary or permanent loss of use of any part of the Easement Area which arise from the City's actions or omissions in its use of the Easement Area; or (ii) any default by the City under this Agreement.

In the event Boyer, its employees, agents, contractors and/or subcontractors use the Trail or City Property to maintain the Easement Area, Boyer hereby agrees to defend, indemnify and hold City harmless from and against all claims, losses, demands, expenses, and causes of action which may hereafter arise out of or relate to any claims, suits, damages, liens, mechanic's lien, bodily injury or death, property damage, environmental liability, or temporary or permanent loss of use of any part of the Trail or City property which arise from said use.

4. Miscellaneous.

(a) No Public Dedication. Nothing contained herein shall in any way be deemed to be a dedication, reservation or grant of the Easement Area for use by the public.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Compliance with Laws. The City shall comply promptly with all applicable federal, State, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies pertaining to the use and occupancy of the Easement Area as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide.


(e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set forth above.

BOYER QUARRY BEND, L.C.
a Utah limited liability company

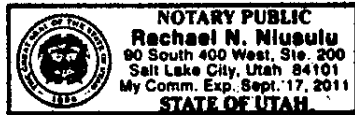
By: THE BOYER COMPANY, L.C.
Its: Manager



By: Dan Allen
Its: Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On the 7th day of October, 2009 personally appeared before me
Dan M. Allen who duly acknowledged to me that he executed the
foregoing instrument as manager of The Boyer Company, L.C., the Manager of BOYER
QUARRY BEND, L.C.






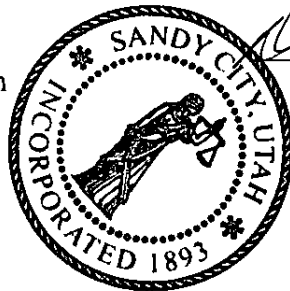
Notary Public

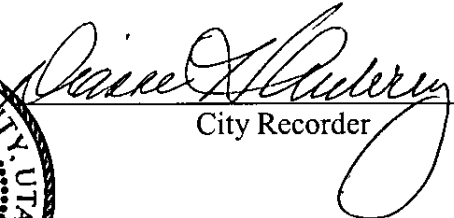
SANDY CITY

ATTEST:



Mayor Thomas M. Dolan





City Recorder

EXHIBIT "A"
Description of Easement Area

**The Boyer Company
Quarry Bend
Easement along Pathway**

September 11, 2009

A 5.0 foot wide easement along the West Side of an existing paved pathway being 5.0 feet Westerly of the following described West Line of said pathway:

A part of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of 9400 South Street located 1218.90 feet South $89^{\circ}06'33''$ East along the Section Line and 83.00 feet North $0^{\circ}53'27''$ East from the South Quarter Corner of said Section 5; and running thence North $21^{\circ}06'01''$ East 31.55 feet; thence North $15^{\circ}55'37''$ East 47.56 feet; thence North $9^{\circ}17'57''$ East 90.28 feet; thence North $7^{\circ}27'07''$ East 151.14 feet; thence North $1^{\circ}32'10''$ East 191.84 feet to a point of curvature; thence Northeasterly along the arc of a 295.00 foot radius curve to the right a distance of 119.84 feet (Central Angle equals $23^{\circ}16'32''$; and Long Chord bears North $13^{\circ}10'26''$ East 119.02 feet) to a point of reverse curvature; thence Northerly along the arc of a 135.00 foot radius curve to the left a distance of 94.98 feet (Central Angle equals $40^{\circ}18'42''$; and Long Chord bears North $4^{\circ}39'21''$ East 93.04 feet); thence North $15^{\circ}30'00''$ West 34.86 feet to the North Line of Grantor's Property and the endpoint of this pathway description line.

Note: The sidelines of the above easement description are to be lengthened or shortened to exactly match Grantor's Property Lines.

Contains 3,810 sq. ft.

EXHIBIT "B"
Description of the City Property

**The Boyer Company
Quarry Bend
Parcel to City**

August 25, 2009

A part of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of 9400 South Street located 1320.05 feet South 89°06'33" East along the Section Line and 83.01 feet North 0°26'14" East along the Sixteenth Section Line from the South Quarter Corner of said Section 5; and running thence North 89°06'33" West 100.49 feet along said North Line; thence North 21°06'01" East 31.55 feet; thence North 15°55'37" East 47.56 feet; thence North 9°17'57" East 90.28 feet; thence North 7°27'07" East 151.14 feet; thence North 1°32'10" East 191.84 feet to a point of curvature; thence Northeasterly along the arc of a 295.00 foot radius curve to the right a distance of 119.84 feet (Central Angle equals 23°16'32"; and Long Chord bears North 13°10'26" East 119.02 feet) to a point of reverse curvature; thence Northerly along the arc of a 135.00 foot radius curve to the left a distance of 94.98 feet (Central Angle equals 40°18'42"; and Long Chord bears North 4°39'21" East 93.04 feet); thence North 15°30'00" West 34.86 feet; thence South 89°45'09" East 17.09 feet to the Sixteenth Section Line; thence South 0°26'14" West 749.62 feet along said Sixteenth Section Line to the point of beginning.

**Contains 33,616 sq. ft.
or 0.772 acre**

STATE OF UTAH
COUNTY OF SALT LAKE

On the 30th day of November, 2009 personally appeared before me, Thomas M. Dolan and Dianne Aubrey, who duly acknowledged to me that they executed the foregoing Agreement of Easement for Trail Maintenance as Mayor and City Recorder of Sandy City.

Molly Berigan Spira
Notary Public

