

8974276

WHEN RECORDED, MAIL TO:
South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095

8974276
02/10/2004 08:48 AM NO FEE
Book - 8943 Pg - 8136-8141
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO REAL ESTATE
BY: SBM, DEPUTY - WJ G P.

Affects Parcel No.
27-15-351-001

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 2 day of February, 2004,
between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, ("Grantor")
and SOUTH JORDAN CITY, a municipal corporation of the State of Utah. ("Grantee").

WHEREAS, Grantor is the owner in fee of certain real property located within South
Jordan City, which property is the site of the Salt Lake County Equestrian Park and Event Center
("County Premises").

WHEREAS, Grantor has determined that it is in the best interests of the Grantor and the
public to grant and convey to Grantee a perpetual easement, more particularly described in
Exhibit A (the "Easement"), over and across the County Premises for the placement of water
pipelines, power and other appurtenant features, along with a temporary construction easement
(the "construction easement") for the duration of the installation of said facilities (the "Project.")

NOW THEREFORE, in consideration of the interests of the public and other good and
valuable consideration, which is hereby acknowledged, the Grantor grants unto the Grantee this
Easement subject to the following terms and conditions:

1. Grantor hereby grants and conveys to Grantee the Easement, which shall be
perpetual, over the County Premises for the placement of water pipelines, power lines, and other

appurtenant features, so long as such facilities shall be required, with the right of ingress and egress to Grantee, its officers, employees, representatives, agents, and assigns to enter upon the Easement with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove, and replace said facilities.

2. Grantor further grants and conveys to the Grantee a temporary construction easement 40.00 feet in width, comprised of 20.00 feet on each side of the centerline description set forth in Exhibit A, which construction easement shall expire upon the completion of the construction of the Project or 24 months from the date of this Grant of Easement, whichever occurs first. Upon substantial completion of the Project, Grantee shall restore that portion of the County Premises disturbed during construction of the Project to its condition prior to construction, except that Grantee shall be allowed to use plants and trees which have not matured to the extent of those removed.

3. Grantee, or those performing any construction related to the Project or to any of the other rights granted in Paragraph 1 above, shall be responsible for and perform all work in a professional and workmanlike manner. Upon completion of any activities other than the Project undertaken by Grantee pursuant to its use of the Easement, Grantee shall restore any portion of the County Premises disturbed during such activity to its prior condition, except that Grantee may use plants and trees which have not matured to the extent of those removed.

4. Both parties are governmental entities under the Governmental Immunity Act, '63-30-1, *et seq.*, Utah Code Annotated (2003), therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party

waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

5. Grantor shall have the right to grant other nonexclusive easements over, along, or upon the easement premises; provided, however, that any such other easements shall be subject to the easement granted herein. Grantor reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted under the Easement.

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

GRANTOR:
SALT LAKE COUNTY

By *Nancy Workman*
Nancy Workman, Mayor or Designee

By *Sherrie Swensen*
Sherrie Swensen
Salt Lake County Clerk



STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

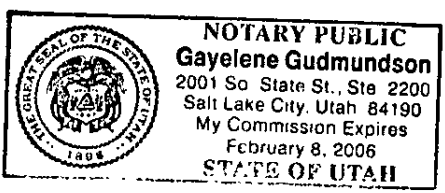
On this 9 day of Feb., 2004, personally appeared before me *David Muskhall*, who being duly sworn, did say that (s)he is the *Chief Administrative Officer* of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



Karen R. Lowe
NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
) : ss.
County of Salt Lake)

On this 9th day of February, 2004, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing Special Warranty Deed was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.



Gayelene Gudmundson
NOTARY PUBLIC
Residing in Salt Lake County, Utah

GRANTEE:

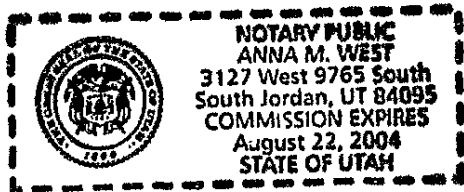
SOUTH JORDAN CITY

By Ricky A. Horst

Its CITY MANAGER.

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

On the 2 day of Feb, 2004 personally appeared before me
Ricky A. Horst being duly sworn, did say that she/he is the
City Manager of South Jordan and that the within and foregoing
instrument was signed for and in behalf of such entity.



Anna M. West
NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A

Description of Easement

A Perpetual Easement 20 feet in width, comprising 10 feet on each side of the following centerline:

BEGINNING at a point which lies 1319.01 feet South $00^{\circ} 16' 11''$ West along the Section line and 149.65 feet South $89^{\circ} 43' 49''$ East and 41.94 feet South $22^{\circ} 30' 48''$ West from the West Quarter Corner of Section 15, T. 3 S., R. 1 W., S. L. B & M., and running thence North $66^{\circ} 36' 09''$ West 20.66 feet; thence North $89^{\circ} 56' 47''$ West 81.61 feet, more or less, to the easterly right of way line of 2200 West Street and the Point of Terminus.

Perpetual Easement contains 2,044 square feet or 0.05 acres, more or less.

The boundary lines of said easement shall be lengthened and/ or shortened to begin and end on, and conform to the grantor's property line.

(Note: Basis of Bearing is South $00^{\circ} 16' 11''$ West from the West Quarter Corner of Section 15 to the Southwest Corner of Section 15, T. 3 S., R. 1 W., S.L.B.& M.)