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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NATIONAL TITLE AGENCY OF UT INC
6770 S 900 E #101
MIDVALE UT 84047
BY: MSA, DEPUTY - WI 4 P.

Return to:

Molly Spira
Sandy City Recorder
10000 Centennial Parkway
Sandy, Utah 84070

RIGHT OF WAY EASEMENT

For value received, **ST MALL OWNER, LLC, a Delaware limited liability company**, ("Grantor"), having an address of 100 North Sepulveda Boulevard, Suite 1925, El Segundo, California 90248, hereby grants to **SANDY CITY**, a municipal corporation of the State of Utah located at 10000 Centennial Parkway, Sandy, Salt Lake County, Utah, ("Grantee"), a perpetual easement for the realignment and relocation and subsequent maintenance of a portion of Dry Creek upon a portion of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof ("Easement Property"):

Legal Description: Beginning at a point on the most northerly boundary of AMENDED LOT 1 SOUTH TOWNE CENTER MALL SUBDIVISION, according to the official plat thereof recorded August 5, 2005 as Entry No. 9461246 in Book 2005P of plats at Page 250 in the office of the Salt Lake County Recorder, said point lies North 89°49'53" West 2198.92 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Said Northeast Corner of said Section 13, according to the official plat of SOUTH TOWNE CENTER MALL SUBDIVISION, recorded May 14, 1997 as Entry No. 6644162 in Book 97-5P of plats at Page 152 in the office of the Salt Lake County Recorder, lies South 89°53'20" West 92.33 feet from a monument marking the centerline of State Street. Basis of bearing for this description is South 0°01'50" East along the monument line in State Street.); thence from said Point of Beginning, along said most northerly boundary of said AMENDED LOT 1 SOUTH TOWNE CENTER MALL SUBDIVISION, South 89°49'53" East 63.36 feet to a point on the arc of a 34,179.5 foot radius curve, the center of which bears North 84°14'35.33" East; thence Southeasterly along said curve to the left, through a central angle of 0°15'12.33" a distance of 151.18 feet to a point that is 198.0 feet radially distant Northeasterly from I-15 centerline station 958+00; thence South 7°18'09" East 307.23 feet; thence parallel with the north line of said Section 13, North 89°49'53" West 59.58 feet to intersect the easterly right of way line of said I-15; thence along said easterly right of way line, North 7°18'09" West 458.85 feet to the Point of Beginning. The above described easement contains approximately 27,382 square feet in area.

Grantee is responsible for maintaining and repairing the Easement Property. For the duration of this Right of Way Easement ("Easement"), Grantee shall 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 Grantee and its contractors, permittees, and agents (collectively, "**Authorized Parties**") exercising Grantee's rights under this Easement. The owner of the Easement Property shall be named as an additional insured on such insurance, or if the Grantee self-insures, then the owner of the Easement Property shall be named as an additional insured on the excess policy of insurance. Grantee may, in its discretion, self-insure to meet its obligations under the foregoing provisions of this paragraph. 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 Property. At Grantor's request, Grantee shall provide Grantor with a certificate of said insurance and reasonable proof of Grantee's self-insurance from itself or its Authorized Parties, as applicable, before they commence activity on the Easement Property.

Grantee expressly acknowledges that nothing in this Easement shall authorize Grantee, or any of its Authorized Parties, to subject the Easement Property 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 on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with entry or work upon the Easement Property by Grantee or the Authorized Parties.

Grantee shall cause its Authorized Parties to indemnify and hold harmless the owner of the Easement Property, including, without limitation, 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 Property pursuant to this Easement.

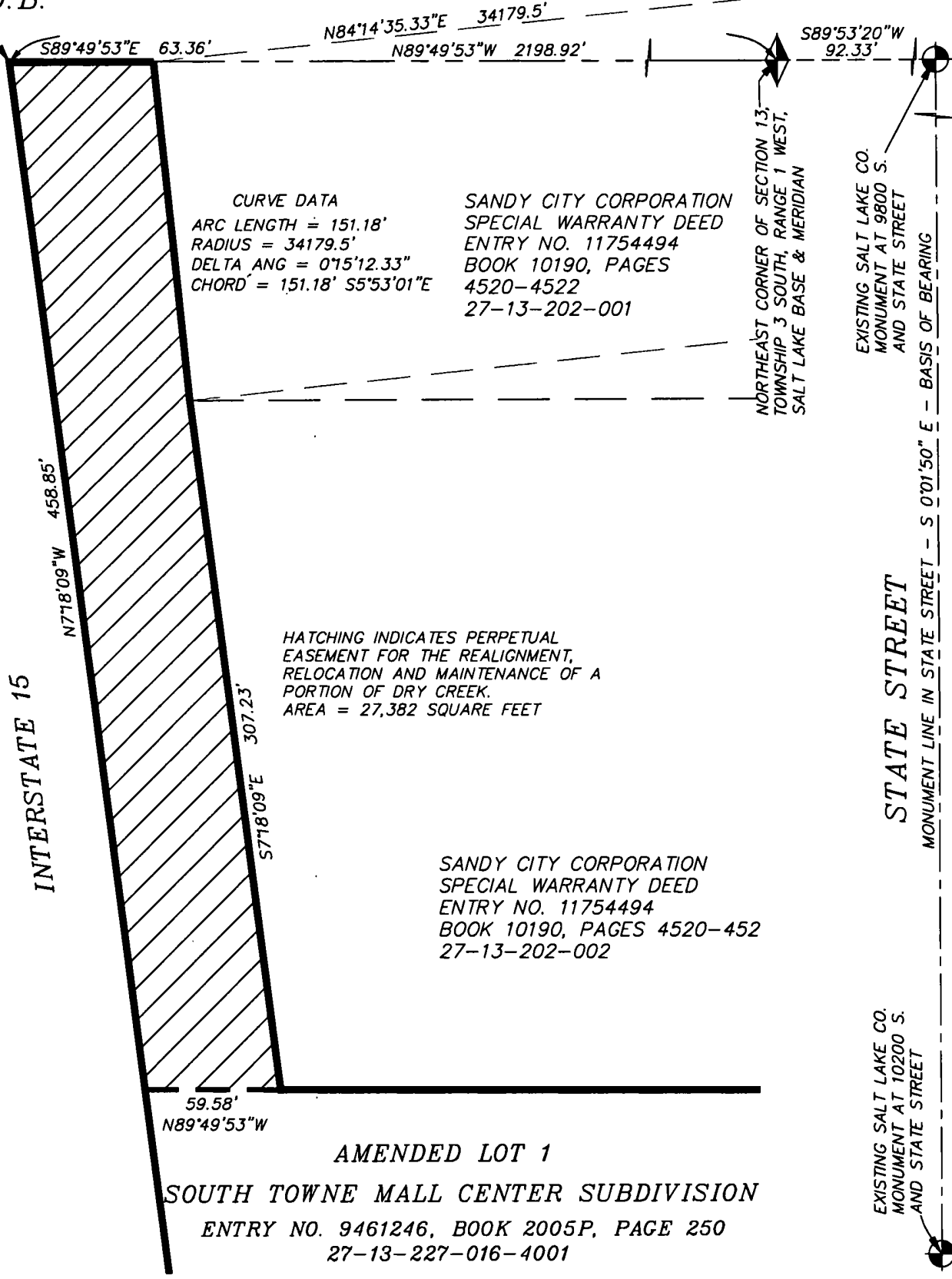
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

[Signature page follows]

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. National Title Agency of Utah, Inc. hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

EXHIBIT "A"

P.O.B.



CURVE DATA
 ARC LENGTH = 151.18'
 RADIUS = 34179.5'
 DELTA ANG = 0°15'12.33"
 CHORD = 151.18' S5°53'01"E

SANDY CITY CORPORATION
 SPECIAL WARRANTY DEED
 ENTRY NO. 11754494
 BOOK 10190, PAGES
 4520-4522
 27-13-202-001

HATCHING INDICATES PERPETUAL
 EASEMENT FOR THE REALIGNMENT,
 RELOCATION AND MAINTENANCE OF A
 PORTION OF DRY CREEK.
 AREA = 27,382 SQUARE FEET

SANDY CITY CORPORATION
 SPECIAL WARRANTY DEED
 ENTRY NO. 11754494
 BOOK 10190, PAGES 4520-452
 27-13-202-002

AMENDED LOT 1
 SOUTH TOWNE MALL CENTER SUBDIVISION
 ENTRY NO. 9461246, BOOK 2005P, PAGE 250
 27-13-227-016-4001

NORTHEAST CORNER OF SECTION 13,
 TOWNSHIP 3 SOUTH, RANGE 1 WEST,
 SALT LAKE BASE & MERIDIAN

EXISTING SALT LAKE CO.
 MONUMENT AT 9800 S.
 AND STATE STREET

STATE STREET

MONUMENT LINE IN STATE STREET - S 0°01'50" E - BASIS OF BEARING

EXISTING SALT LAKE CO.
 MONUMENT AT 10200 S.
 AND STATE STREET