

WHEN RECORDED RETURN TO:  
Salt Lake County Real Estate Section  
2001 South State Street, S3-110  
Salt Lake City, Utah 84114-4575

**13879663 B: 11299 P: 8194 Total Pages: 9**  
**01/28/2022 02:54 PM By: salvarado Fees: \$40.00**  
**AGREE- AGREEMENT**  
**Rashelle Hobbs, Recorder, Salt Lake County, Utah**  
**Return To: RAY QUINNEY & NEBEKER, P.C.**  
**36 S STATE STREETSALT LAKE CITY, UT 84111**

*Tax Serial No.: 28-16-101-030*

## PERPETUAL ACCESS EASEMENT AGREEMENT

This Perpetual Access Easement Agreement (this "Agreement") is made and entered into as of this 28<sup>th</sup> day of January, 2022 (the "Effective Date"), by and between White Investment Company, Inc., a Utah corporation (the "Grantor") and Salt Lake County, a body corporate and politic of the State of Utah, (the "County"). Grantor and the County are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

### Recitals:

- A. Grantor owns a parcel of land located at 10365 South 1300 East in Sandy City, Utah, identified as Tax ID No. 28-16-101-030 (the "Commercial Property"). A legal description of the Commercial Property is attached as Exhibit A.
- B. The County maintains a parking lot and equestrian trail facilities ("Trail Facilities") located on adjacent property owned by the County known as Dimple Dell Park. A legal description of the parcel where the Trail Facilities are located in Dimple Dell Park is attached as Exhibit B.
- C. Although there does not appear to be any express access agreement in the record, the County has utilized an existing drive aisle or roadway on the Commercial Property to access Dimple Dell Park for decades.
- D. The County desires to document and memorialize a perpetual access easement on, over and across a portion of the Commercial Property (the "Easement Area") to allow the County and its employees, agents, contractors, and invitees (including members of the public) to access the Trail Facilities. A map depicting the location of the Easement Area is attached as Exhibit C.
- E. Grantor is willing to grant and convey to the County this perpetual access easement over the Commercial Property in accordance with the terms and conditions of this Agreement.

### Agreement:

1. Grant of Easement. Grantor grants the County a non-exclusive, perpetual access easement on, over, and across the Easement Area for the purpose of vehicular, machinery and pedestrian access for County employees, agents, contractors and invitees (including members of the public) to reach the Trail Facilities located in Dimple Dell Park so that the County can maintain and use the Trail Facilities.

2. Use of the Easement.
  - a. The County shall have the right to use, and shall allow the public to use without charge, the Easement Area for recreational purposes associated with the Trail Facilities.
  - b. Any damage caused by the County to the Commercial Property resulting from the construction, operation, repair, replacement, and maintenance of the Trail Facilities shall be repaired by the County at its sole expense as near as reasonably possible to its pre-construction condition.
3. Use by Grantor. Grantor reserves the right to use the Easement Area for any use not inconsistent with the County's use of the Easement Area provided such use shall not materially interfere with or endanger the County's perpetual easement. Grantor shall be responsible for maintaining the Commercial Property, including the Easement Area.
4. Relocation. Grantor reserves the right to relocate the Easement Area at Grantor's expense to a new location on the Commercial Property, subject to the County's consent, which shall not be unreasonably withheld, conditioned or delayed. If such relocation occurs, Grantor and the County shall execute an amendment to this Agreement setting forth the revised Easement Area.
5. Access. The County and its agents, employees, consultants and contractors (the "Permitted Users") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement.
6. Prior Easements. This easement is granted subject to all easements and encumbrances of record as of the date hereof.
7. Condition of the Easement Area. The County accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The County hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including but not limited to any warranty of merchantability or fitness for a particular purpose.
8. Indemnification. Subject to the monetary limitations set forth in Utah Code Ann. §63G-7-101 *et. seq.*, the County, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's officers, agents, employees, successors and assigns (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of litigation), of any person or entity, directly or indirectly arising out of, caused by, or resulting from (i) the breach by the County of any provision of this Agreement (ii) the County's or the County's agents, employees, invitees or trespassers use and occupation of the Easement Area, or (iii) any act or omission of the County, its agents, or any independent contractor retained by the County. The County's indemnification obligations

under this Agreement shall not include an obligation to indemnify, defend, or hold Grantor harmless to the extent any liability is caused by any negligent or willful act or failure to act of the Grantor.

9. Governmental Immunity. The County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act (“Act”), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). Nothing contained in this Agreement shall be construed in any way to modify (i) the limits of liability set forth in that Act or (ii) the liability protections for both Grantor and the County set forth in Section 78B-4-509 of the Utah Code.
10. Insurance. The County is a self-insured governmental entity, and as such it will provide and maintain liability insurance pursuant to the Act.
11. Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land and succeeding interests therein. Provided the County remains liable for the performance of any assignee, the County may assign its rights and obligations under this Agreement to any party acquiring the County’s rights and obligations regarding the Trail Facilities.
12. Miscellaneous.
  - a. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
  - b. Modification and Termination. This Agreement may not be modified or amended except by a written instrument executed by the parties hereto or their respective successors and assigns.
  - c. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.
  - d. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
  - e. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the access easement granted herein and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The

provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

Dated December 21<sup>st</sup>, 2021

GRANTOR:  
WHITE INVESTMENT COMPANY, INC.  
a Utah corporation

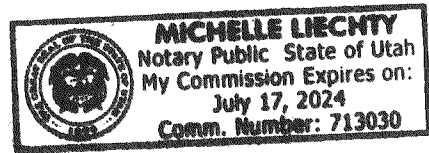
Brandon Halliday  
By: Brandon Halliday  
Its: Secretary

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 21<sup>st</sup> day of December, 2021 personally appeared before me Brandon Halliday who duly acknowledged to me that he executed the foregoing document as Secretary of White Investment Company, Inc., a Utah corporation:

Michelle Liechty  
Notary Public

GRANTEE:  
SALT LAKE COUNTY



\_\_\_\_\_  
Mayor or Designee

STATE OF UTAH )  
                                  ss.  
County of Salt Lake)

On this \_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that s/he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

\_\_\_\_\_  
Notary Public  
Residing in Salt Lake County

[SEAL]

provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

Dated \_\_\_\_\_, 20\_\_.

GRANTOR:  
WHITE INVESTMENT COMPANY, INC.  
a Utah corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH  
COUNTY OF SALT LAKE

On the \_\_\_\_ day of \_\_\_\_\_, 2021 personally appeared before me \_\_\_\_\_ who duly acknowledged to me that he executed the foregoing document as \_\_\_\_\_ of White Investment Company, Inc., a Utah corporation.

\_\_\_\_\_  
Notary Public

GRANTEE:  
SALT LAKE COUNTY

*Kimberly Barnett*  
\_\_\_\_\_  
Mayor or Designee

**APPROVED AS TO FORM**  
Salt Lake County  
District Attorney's Office  
Digitally signed by R.  
Christopher Preston  
Date: 2022.01.18  
14:39:27 -07'00'

STATE OF UTAH )

ss.

County of Salt Lake)

On this 28 day of January, 2021, personally appeared before me Kimberly Barnett who being duly sworn, did say that s/he is the Associate Deputy Mayor of Salt Lake County Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

*Lisa O'Bryan*  
\_\_\_\_\_  
Notary Public

Residing in Salt Lake County

[SEAL]

  
**LISA O'BRYAN**  
Notary Public State of Utah  
My Commission Expires on:  
February 24, 2024  
Comm. Number: 710750

**EXHIBIT A**

Legal Description of the Commercial Property

**Parcel No. 28-16-101-030**

Lot 5 of the Alta View Commercial Plat as shown on the Official Plat thereof in the Salt Lake County Recorder's Office.

**EXHIBIT B**

Legal Description of the Parcel where the Trail Facilities are located in Dimple Dell Park

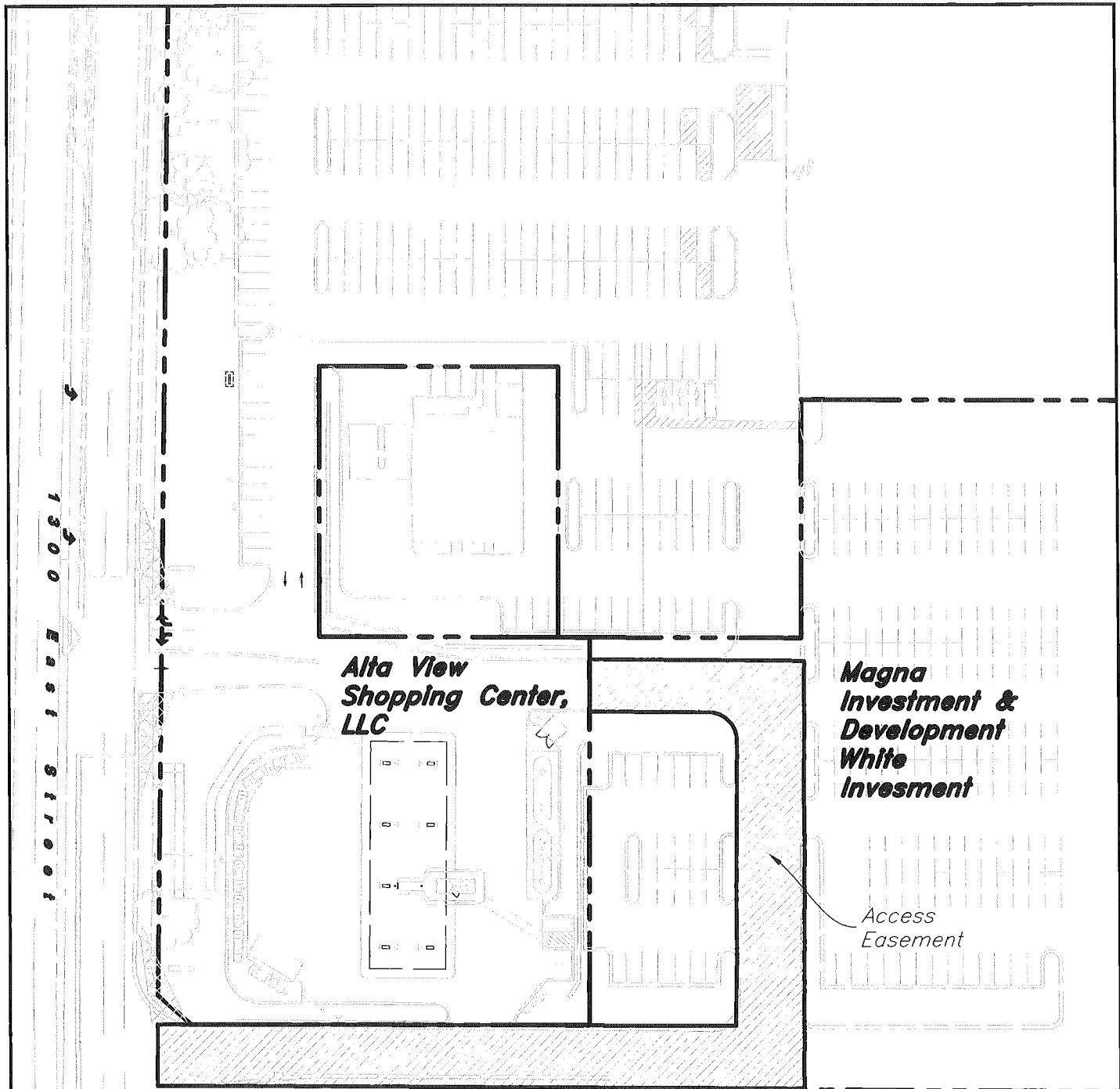
**Parcel No. 28-16-176-004**

BEG AT CEN OF SEC 16, T3S, R1E, SLM; N 0°38'07" E 1310.61 FT; N 89°38'05" W 2464.11 FT; S 0°33'08" W 586.87 FT; S 89°18'15" E 352.96 FT M OR L; E 160.51 FT; S 124.95 FT; S 85°57'28" E 5.19 FT; N 84°37'35" E 76.82 FT; S 81°10'06" E 79.88 FT; N 88°04'21" E 84.36 FT; S 81°05'57" E 84.09 FT; S 77°33'10" E 71.64 FT; S 65°57'01" E 100.74 FT; S 65°51'08" E 84.21 FT; S 70°08'17" E 141.76 FT; S 60°39'39" E 92.45 FT; S 74°38'52" E 85.43 FT; S 83°22'29" E 133.23 FT; S 66°29'49" E 79.90 FT; S 84°35'38" E 22.73 FT; S 333.32 FT M OR L; S 89°42'18" E 850.44 FT M OR L TO BEG. LESS WELL SITES NO. 4 & NO. 5. LESS & EXCEPT BEB N 0°53'04" E 19.93 FT ALG SEC LINE & S 89°06'56" E 1775.40 FT FR W 1/4 COR SD SEC 16; N 0°12'09" E 11.02 FT; SE'LY ALG 669.50 FT RADIUS CURVE TO R 30.99 FT (CHD S 68°55'05" E 30.99 FT); N 89°45'31" W 28.95 FT TO BEG. 52.94 AC M OR L.

**EXHIBIT C**

Depiction of Easement Area





Scale: 1" = 80'



**AWA**  
**ANDERSON WAHLEN & ASSOCIATES**  
 2010 North Redwood Road, Salt Lake City, Utah 84116  
 801 521-8529 - AW@engineering.net

**White Investment Company, Inc.**  
**Access Easement Exhibit**

**Smith's #153 Fuel Center**  
 1300 East 10305 South  
 Sandy, UT

Sheet No.

**EX**

Designed By: JC  
 Drafted By: KGJ  
 Client Name:  
 Smith's Food & Drug  
 Access Easement Exhibit  
**29 Oct, 2021**