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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: BAP, DEPUTY - MI 14 P.

WHEN RECORDED, PLEASE RETURN TO:
West Jordan City Attorney
8000 South Redwood Road
West Jordan, Utah 84088

GRANT OF EASEMENT

I, **AMI Associates**, Grantor, for the consideration of ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain and convey unto THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, Grantee, its successors, assigns, lessees, licensees and agents, A PERPETUAL EASEMENT and two TEMPORARY CONSTRUCTION EASEMENTS upon, over, under and across the following land which Grantor owns or in which Grantor has an interest.

Said land is described as Salt Lake County Property Tax Serial No. **21-35-152-002-000**, in the Salt Lake County Property Location Area of District 37, as shown on the map attached hereto as Exhibit A and incorporated by this reference, and, more particularly described as follows:

A **20-foot wide perpetual easement**, lying 10-feet on either side of the following described centerline.

Beginning at a point on the south boundary line of the Grantor's property which is N 0°02'15"W, 16.5 feet and N 89°56'34"E, 398.5 feet, more or less from the West 1/4 Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 31°59'21"E, 30.64 feet, thence N 01°35'58"E, 260.20 feet, thence N 03°52'24"E, 326.28 feet, thence N 31°06'24"E, 398 feet.

The perpetual easement contains 20,300 square feet or .466 acres, more or less.

A **40-foot wide temporary construction easement**, lying 40-feet on east side of the following described line.

Beginning at a point on the south boundary line of the Grantor's property which is N 0°2'15"W, 16.5 feet and N 89°56'34"E, 408.5 feet from the West 1/4 Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 31°59'21"E, 30.64 feet, thence N 01°35'58"E, 260.20 feet, thence N 03°52'24"E, 326.28 feet. From this point the temporary construction easement shall remain 40-feet wide, however from this point the temporary construction easement shall be 30-feet wide on the east side of the 20-foot wide perpetual easement and 10-feet wide on the west side of the perpetual easement. These sections of the temporary easement shall run N 31°06'24"E, 398 feet.

The temporary construction easement contains 40,605 square feet or .932 acres, more or less.

The Easement herein granted is for the following purpose: A sanitary sewer system. The Grantee shall have the right to construct, operate, maintain, and remove the facility, together with appurtenant structures, from time to time as the Grantee may require. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement which may interfere with the use of the Easement by the Grantee.

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Grant of Easement - AMI Associates

The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted including placement of asphalt, concrete, and landscaping upon the property. Grantee's use of the Easement Property shall be subject to and in accordance with the following terms and conditions:

- a. Grantee, its agent or independent contractor shall obtain and comply with all required permits from state and/or federal agencies prior to use of the Temporary Easement for construction of the 1240 West Sanitary Sewer Line.
- b. City shall require the use of silt fences and/or other equivalent method to delineate the boundaries of the temporary construction easement during construction.
- c. City shall not cause nor permit any officer, employee, agent or independent contractor engaged in the construction, operation, maintenance, replacement, repair and removal of City facilities to encroach upon landscaped property located adjacent to the Temporary Construction Easement or the Permanent Easement. In the event that such encroachment occurs and results in damage, City shall immediately repair and restore the damaged property to substantially the same condition as before the encroachment occurred, or City shall compensate Grantor an equivalent amount.
- d. Access to the Easement shall be only from the points where the Easement enters and or exits Grantor's property. City, its employees, agents, and independent contractors shall not travel outside the Permanent or Temporary Construction Easement onto adjacent property of Grantor.
- e. Removal of any soil shall be at the City's expense.
- f. Backfill shall be compactable material to 90%. Use of appropriate topsoil with no clay in the top 12 inches shall be required for all landscaped and/or agricultural areas.

Signed and delivered this 13 day of August, 2002.

AMI ASSOCIATES

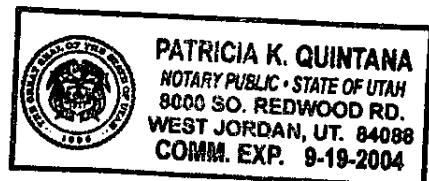
Richard W. Erickson
 By: Partner
 Its:

County of Salt Lake)
) ss
 State of Utah)

On this 13 day of August, 2002, personally appeared before me, Richard W. Erickson who being by me duly sworn did say that he/she is the partner of AMI Associates, and he/she acknowledged to me that said AMI Associates executed the same.

Patricia K. Quintana
 Notary Public

Residing at Salt Lake County
 My commission expires 09-19-2004



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Grant of Easement - AMI Associates

Salt Lake County Property Tax Serial No. 21-35-152-002-0000

Salt Lake County Property Location Area District 37

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EASEMENT PURCHASE AGREEMENT

This Agreement is made and executed on the 17 day of July, 2002, by and between AMI Associates, referred to as **Grantor**, at 7961 South 1300 West, West Jordan, Utah 84088, and the City of West Jordan, a Utah municipal corporation, called **City**.

The rights, conditions and provisions of this Agreement shall benefit and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The parties agree and promise to do the following:

1. Grantors agree to sell, dedicate, and convey by grant of easement, the perpetual easement and temporary construction easement (together herein called the "Easement Property"), described in **Exhibit A**, attached hereto, which interests in Grantors' property are needed for the purpose of the 1240 West Sanitary Sewer Line, and deliver the said easement(s) to Gary Luebbers, Manager of West Jordan City.

2. Compensation shall be as follows:

2.1 The parties have agreed that the value of the Easement Property is \$25,800.00 determined as follows:

2.1.1 The per acre value of raw land is \$75,000.00, in accordance with the appraisal performed by Bodell-Van Drimmelen, dated May 1, 2002.

2.1.2 The value of the Perpetual Easement is 50% of the per acre value of raw land (\$37,500.00 per acre), and the value of the 0.464 acre Permanent Easement is \$17,400.00.

2.1.3 The value of the Temporary Easement is 10% of the per acre value of raw land (\$7,500 per acre), and the value of the 0.928 acre Temporary Easement is \$6,960.00.

2.1.4 The value of improvements is \$1,440.00, in accordance with the appraisal performed by Free and Associates, dated October 18, 2001.

2.2 Upon delivery of the Grant of Easement duly executed by Grantor, City shall pay cash in full the amount of Twenty-Three Thousand Five Hundred Dollars and 00/100 (\$23,800.00) to the Grantor for the Easement Property as Grantor's name appears first above, which amount is equal to the easement value of \$25,800.00, less the estimated cost (\$2,000.00) of improvements to be constructed in accordance with paragraph 2.2 below.

2.3 City shall install improvements with a value not to exceed \$2,000.00, which represents the estimated value of four sewer laterals. Upon award of the contract for construction of the 1240 West Sanitary Sewer and Storm Drain project, City shall provide Grantor with a copy of the bid price(s) for the improvements. If the bid price for the sewer laterals exceeds \$2,000.00,

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Grantor shall have the option to receive an additional payment of \$2,000.00, or to pay the additional cost reflected in the bid price and receive installation of sewer laterals. If the bid price for the sewer laterals is less than \$2,000.00, City shall cause the sewer laterals to be installed and pay to Grantor the difference. The parties may mutually agree to any combination of improvements and cash payment the total value of which does not exceed \$2,000.00

2.4 The compensation reflected in paragraphs 2.1 and 2.2 above includes payment for the permanent easement, a temporary construction easement, payment for loss of improvements, such as trees, shrubs, and other items in the parcels described in **Exhibit B** and any and all claims, loss or damages of Grantor arising from the City's taking or use of the Easement Property, including but not limited to severance damages.

3. Grantor shall not construct nor place any temporary nor permanent structure nor shed upon the Easement Property. Grantor shall not make any other use of the Easement Property than set out in this Agreement unless it shall first be approved in writing signed by the City's Public Works Director. Notwithstanding the provisions of this paragraph 3, upon expiration of the Temporary Construction Easement, Grantor may make any use of the Easement Property not located within the Permanent Easement.

4. Grantor shall allow City employees or City's contractors or agents free access at reasonable times to go upon the Easement Property to perform work on or inspect the Easement Property or any structure upon it.

5. City shall be required to repair and replace any damage or loss to Grantor's landscaping or structures on the Easement Property directly and proximately caused by the City, its officers, agents or employees, except that City shall not repair nor replace any loss or damage included in the compensation described in paragraph 2 above. Subject to the foregoing exception, upon completion of construction City shall restore all property damaged by City's construction operations and/or use of the Easement Property. Such property shall be restored to substantially the same condition as before the construction or use. Any repair or replacement of Grantor's fences performed by the City or its contractors shall be made with fencing of similar appearance, and in a workmanlike fashion

6. Grantor understands this Agreement is not binding until signed by the Grantor and the Mayor and City Recorder.

7. Grantor warrants and represents that the Easement Property shall, when granted, be free and clear of all liens and encumbrances, and Grantor shall furnish partial releases for said tract of land to the City. The total amount of the cash payment set out in paragraph 2 shall be paid to the Grantor except such portion thereof as the Grantor may assign to a lien holder in obtaining the partial releases; and there has been no failure of assessment of the Easement Property or any structure thereon.

8. The City shall pay the cost of recording such easement and, if it desires title insurance, the cost of such insurance. Current taxes and assessments shall be the responsibility of the Grantor.

9. Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

10. All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

11. The parties agree that this constitutes the entire Agreement between Grantor and the City and that no verbal statement made by anyone about this Agreement or transaction shall be construed to be part of this Agreement unless written in this document.

12. To the best of the Grantor's knowledge, he warrants that the Easement Property does not contain any hazardous material, and the Easement Property is in full compliance with all laws, regulations, rules and legal requirements of the United States, and the State of Utah regarding environmental protection.

13. Grantor shall not be liable for material encountered by Grantee, its agent or independent contractor during its use of the Easement Property for construction of the facility.

14. If any term of the Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend the provisions of the Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

15. The parties shall execute and deliver all documents, provide all information and take or forbear from all such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

16. The Easement shall be subject to the terms and conditions set forth in this Agreement, and a copy of this Agreement shall be attached as an Exhibit to the Grant of Easement and shall be recorded with the Grant of Easement.

COPY

WHEN RECORDED, PLEASE RETURN TO:
West Jordan City Attorney
8000 South Redwood Road
West Jordan, Utah 84088

GRANT OF EASEMENT

I, AMI Associates, Grantor, for the consideration of ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain and convey unto THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, Grantee, its successors, assigns, lessees, licensees and agents, A PERPETUAL EASEMENT and two TEMPORARY CONSTRUCTION EASEMENTS upon, over, under and across the following land which Grantor owns or in which Grantor has an interest.

Said land is described as Salt Lake County Property Tax Serial No. ~~21~~-35-152-002-000, in the Salt Lake County Property Location Area of District 37, as shown on the map attached hereto as Exhibit A and incorporated by this reference, and, more particularly described as follows:

A 20-foot wide perpetual easement, lying 10-feet on either side of the following described centerline.

Beginning at a point on the south boundary line of the Grantor's property which is N 0°02'15"W, 16.5 feet and N 89°56'34"E, 414 feet from the West 1/4 Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 01°35'58"E, 286.20 feet, thence N 03°52'24"E, 326.28 feet, thence N 31°06'24"E, 398 feet.

The perpetual easement contains 20,210 square feet or .464 acres, more or less.

A 40-foot wide temporary construction easement, lying 40-feet on east side of the following described line.

Beginning at a point on the south boundary line of the Grantor's property which is N 0°2'15"W, 16.5 feet and N 89°56'34"E, 424 feet from the West 1/4 Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 01°35'58"E, 286.20 feet, thence N 03°52'24"E, 326.28 feet, thence N 31°06'24"E, 398 feet.

The temporary construction easement contains 40,419 square feet or .928 acres, more or less.

The Easement herein granted is for the following purpose: A sanitary sewer system. The Grantee shall have the right to construct, operate, maintain, and remove the facility, together with appurtenant structures, from time to time as the Grantee may require. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement which may interfere with the use of the Easement by the Grantee.

The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted including placement of asphalt, concrete, and landscaping upon the property.

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Grant of Easement - AMI Associates

Grantee's use of the Easement Property shall be subject to and in accordance with the following terms and conditions:

- a. Grantee, its agent or independent contractor shall obtain and comply with all required permits from state and/or federal agencies prior to use of the Temporary Easement for construction of the 1240 West Sanitary Sewer Line.
- b. City shall require the use of silt fences and/or other equivalent method to delineate the boundaries of the temporary construction easement during construction.
- c. City shall not cause nor permit any officer, employee, agent or independent contractor engaged in the construction, operation, maintenance, replacement, repair and removal of City facilities to encroach upon landscaped property located adjacent to the Temporary Construction Easement or the Permanent Easement. In the event that such encroachment occurs and results in damage, City shall immediately repair and restore the damaged property to substantially the same condition as before the encroachment occurred, or City shall compensate Grantor an equivalent amount.
- d. Access to the Easement shall be only from the points where the Easement enters and or exits Grantor's property. City, its employees, agents, and independent contractors shall not travel outside the Permanent or Temporary Construction Easement onto adjacent property of Grantor.
- e. Removal of any soil shall be at the City's expense.
- f. Backfill shall be compactable material to 90%. Use of appropriate topsoil with no clay in the top 12 inches shall be required for all landscaped and/or agricultural areas.

Signed and delivered this _____ day of _____, 2002.

AMI ASSOCIATES

By: _____
Its:

County of Salt Lake)
) ss
State of Utah)

On this _____ day of _____, 2002, personally appeared before me, _____ who being by me duly sworn did say that he/she is the _____ of AMI Associates, and he/she acknowledged to me that said AMI Associates executed the same.

Notary Public _____

Residing at _____
My commission expires _____

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COPY

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Grant of Easement - AMI Associates

Salt Lake County Property Tax Serial No. 21-35-152-002-0000
Salt Lake County Property Location Area District 37

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EXHIBIT B

On-Site Improvements

Improvement	Quantity	Unit Cost	Extended Cost	Depreciation	Depreciated Cost
Deciduous Trees	16 Each	\$90.00	\$1,440	0%	\$1,440
Total On-Site Improvement Cost Estimate					\$1,440

The value of the trees was determined based on placing a starter tree every 40 feet along 600 feet of Bingham Creek.

ON-SITE IMPROVEMENTS: \$1,440

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**AMENDMENT NO. 1 TO
EASEMENT PURCHASE AGREEMENT**

This Amendment No. 1 to the Easement Purchase Agreement executed on July 17, 2002, by and between AMI Associates ("Grantor"), and the City of West Jordan ("City"), is made and executed on this 14 day of August, 2002.

1. The legal descriptions contained in Exhibit A of the Agreement shall be amended to read as follows:

A 20-foot wide perpetual easement, lying 10-feet on either side of the following described centerline.

Beginning at a point on the south boundary line of the Grantor's property which is N 0°02'15"W, 16.5 feet and N 89°56'34"E, 398.5 feet, more or less from the West 1/4 Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 31°59'21"E, 30.64 feet, thence N 01°35'58"E, 260.20 feet, thence N 03°52'24"E, 326.28 feet, thence N 31°06'24"E, 398 feet.

The perpetual easement contains 20,300 square feet or .466 acres, more or less.

A 40-foot wide temporary construction easement, lying 40-feet on east side of the following described line.

Beginning at a point on the south boundary line of the Grantor's property which is N 0°02'15"W, 16.5 feet and N 89°56'34"E, 408.5 feet from the West 1/4 Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 31°59'21"E, 30.64 feet, thence N 01°35'58"E, 260.20 feet, thence N 03°52'24"E, 326.28 feet. From this point the temporary construction easement shall remain 40-feet wide, however from this point the temporary construction easement shall be 30-feet wide on the east side of the 20-foot wide perpetual easement and 10-feet wide on the west side of the perpetual easement. These sections of the temporary easement shall run N 31°06'24"E, 398 feet.

The temporary construction easement contains 40,605 square feet or .932 acres, more or less.

2. The revised legal descriptions are for the purpose of a different alignment that does not increase nor decrease the amount of property contained within the 20-foot wide permanent easement or the 40-foot wide temporary construction easement. Therefore, compensation shall remain as set forth in the Agreement and shall not be amended.

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