8764499

WHEN RECORDED, MAIL TO:

When Recorded Please Return to: Planning & Zoning 1600 West Towne Center Drive South Jordan, Utah 84095

Property No. 551-4002 Parcel # 27-10-427-001 8764499
08/07/2003 09:23 AM NO FEE
BOOK - 8858 P3 - 5000-5015
GARY W OTT
RECORDER, SALI LAKE COUNTY, UTAH
SOUTH JORDAN
11175 S REDWOOD RD
50UTH JORDAN UT 84095-8265
BY: JCR, DEPUTY - WI 16 P.

Easement

Salt Lake County

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation sole, Grantor, subject to the terms and conditions set forth herein, hereby Quitclaims to the City of South Jordan, a body corporate and politic of the State of Utah, at 11175 SOUTH REDWOOD ROAD, SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH 84095, herein referred to as Grantee, for the sum of Ten Dollars, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged a temporary construction easement (the "Temporary Easement") together with a permanent slope easement (the "Slope Easement") to facilitate the construction and operation of a public street and related structures ("9800 South Extension") which Temporary Easement and Slope Easement are more particularly described as follows which affects the property described in Exhibit "A" (the "Grantor's Property") which Exhibit is attached hereto and incorporated herein by reference:

A parcel of land being part of tract of property situate in the Southeast Quarter of Section 10, T-.3- S., R-1- W., S.L.B. & M. The description of said easement being described as follows:

North Side of 9800 South Extension

BEGINNING AT A POINT which is South 195.68 feet and West 32.71 feet from the East Quarter Corner Section Monument of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°05'05" East 10.00 feet; thence South 89°57'55" West 9.61 feet; thence South 45°15'06" West 35.54 feet; thence North 89°27'42" West 71.83 feet; thence on a 274.71 foot radius curve to the right 237.76 feet, having a central angle of 49°35'18" and whose long chord bears North 64°40'03" West 230.40 feet; thence on a 714.48 foot radius curve to the left 26.82 feet, having a central angle of 2°9'04" and whose long chord bears North 40°56'56" West 26.82 feet; thence on a 335.57 foot radius curve to the left 79.10 feet, having a central angle of 13°30'19" and whose long chord bears North 48°36'38" West 78.92 feet; thence South 89°51'38" East 17.15 feet; thence on a 345.57 foot radius curve to

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the right 67.31 feet, having a central angle of 11°09'34" and whose long chord bears South 47°26'24" East 67.20 feet; thence on a 724.48 foot radius curve to the right 27.18 feet, having a central angle of 2°08'59" and whose long chord bears South 40°56'54" East 27.18 feet; thence on a 264.71 foot radius curve to the left 229.10 feet, having a central angle of 49°35'18", and whose long chord bears South 64°40'03" East 222.01 feet; thence South 89°27'42" East 67.66 feet; thence North 45°15'06" East 35.48 feet; thence North 89°57'55" East 13.72 feet to the point of beginning.

Containing 0.10 acres

South Side of 9800 South Extension

And BEGINNING AT A POINT which is South 325.24 feet and West 57.57 feet from the East Quarter Corner Section Monument of Section 10; Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°51'41" West 82.70 feet; thence on a 219.70 foot radius curve to the right 71.64 feet, having a central angle of 18°41'01" and whose long chord bears North 80°07'13" West 71.33 feet; thence North 70°46'42" West 42.56 feet; thence on a 345.57 foot radius curve to the right 202.68 feet, having a central angle of 33°36'14" and whose long chord bears North 53°58'35" West 199.78 feet; thence on 254.55 foot radius curve to the left 233.92 feet, having a central angle of 52°39'05" and whose long chord bears North 63°30'01" West 225.78 feet; thence North 89°49'33" West 423.13 feet; thence South 0°10'27" West 5.00 feet; thence North 89°49'33" West 156.34 feet; thence North 37°57'46" West 19.07 feet; thence South 89°49'33" East 591.25 feet; thence on a 264.55 foot radius curve to the right 243.11 feet, having a central angle of 52°39'05" and whose long chord bears South 63°30'01" East 234.64 feet; thence on a 335.57 foot radius curve to the left 196.81 feet, having a central angle of 33°36'14" and whose long chord bears South 53°58'35" East 194.00 feet; thence South 70°46'42" East 42.56 feet; thence on a 209.70 foot radius curve to the left 68.38 feet having a central angle of 18°41'01" and whose long chord bears South 80°07'13" East 68.08 feet; thence South 89°27'42" East 73.18 feet; thence South 44°44'54" East 13.39 feet to the point of beginning.

Containing 0.30 Acres

(Note: Basis of Bearing is South 00°05'05" East between the two Salt Lake County Brass caps from the East Quarter Corner of Section 10 to the Southeast Corner of Section 10, T-.3-S., R-1- W. S.L.B. & M.)

The hereinabove described Temporary Easement shall expire upon the completion of the construction of the project contemplated by this document, Grantee shall be required to restore the land described above and all other areas affected by Grantee's construction activities to their

condition prior to the construction activities. Grantee shall landscape and improve the Slope Easement areas in a first-class manner and shall replace any trees and plants removed in the course of construction, except that Grantee shall be allowed to use plants and trees which have not matured to the extent of those removed. All trees planted by Grantee shall have a minimum trunk diameter of 2".

Grantee hereby agrees to the following terms and conditions in consideration of the granting of the said easements:

- 1. Construction in Accordance with Plans and Specifications. Copies of plans and specifications for construction of the anticipated Slope Easement prepared by Civil Science, project number 02117.10, Sheet Nos. C-03 and C-04, and Sheet Nos. XS-09 through XS-14, are attached hereto as Exhibit "B" (the "Plans"). City agrees, at its sole cost and expense, to construct all improvements depicted on the Plans in a good and workmanlike manner in strict accordance with the Plans, to construct and continuously maintain all drainage facilities necessary to drain the 9800 South Extension and related areas away from Grantor's Property, and that all construction activities shall be completed on or before November 1, 2003.
- 2. Indemnification. Grantee shall indemnify and hold Grantor, its officers, agents, members and affiliated entities (collectively "Indemnitees") harmless against and from liability and claims of any kind for loss or damage to property or to any other person, or for any injury to or death of any person, arising out of: (a) Grantee's construction, grading and landscaping activities on or about the Grantor's Property or any work, activity or other things allowed or suffered by Grantee to be done in, on or about the Grantor's Property; (b) any breach or default by Grantee of any of Grantee's obligations hereunder; or (c) any act or omission of Grantee, its agents, employees, invitees or contractors. Grantee shall, at Grantee's expense, defend Indemnitees in any action or proceeding arising from any such claim by counsel reasonably satisfactory to Indemnitees and shall indemnify Indemnitees against all costs, attorneys fees, expert witness fees and any other expenses incurred in or for such action or proceeding. As a material part of the consideration for Grantor's execution of this Agreement, Grantee hereby assumes all risk of damage or injury to any person or property in, on or about the Grantor's Property from any cause relating to the easements granted herein, or the construction activities.

3. <u>Liability and Casualty Insurance.</u>

a. Upon execution hereof, Grantee shall obtain a policy of "Commercial General Liability" insurance insuring, on an occurrence basis, both Grantor and Grantee against liability arising out of the ownership, use, occupancy or maintenance of the Easement and appurtenant areas. Grantee shall, at Grantee's expense, maintain such insurance in full force and effect at all times hereafter with coverage limits of not less than \$1,000,000 combined for each occurrence and with a general aggregate limit of at least \$3,000,000 and personal injury coverage in the amount of at least \$1,000,000. The limits of said insurance shall not, however, limit the liability of Grantee hereunder.

b. In addition to the insurance required in Paragraph 3.a. above, Grantee shall, throughout the course of the construction activities, require any contractor working on the project to obtain and keep in force the insurance and certificate of insurance specified below:

Insurance

- 1) Workers' Compensation and Employers' Liability Insurance
 - a) In the greater amount of \$500,000 or as required by statute.
- 2) Commercial General Liability Insurance ISO Form CG 00 01 (11/85) or equivalent, Occurrence Policy, with
 - a) Limits of not less than -
 - (1) General Aggregate \$ 3,000,000.00

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Products - Comp/OPS Aggregate	\$ 3,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Fire Damage (any one fire)	\$ 100,000.00
Medical Expense (any one person)	\$ 10,000.00
	Each Occurrence Fire Damage (any one fire)

- b) Endorsements attached thereto including the following or their equivalent -
 - (1) ISO Form CG 25 03, Amendment Of Aggregate Limits of Insurance Per Project, describing the subject Contract and specifying limits as shown above.
 - (2) ISO Form CG 20 10 (11/85), Additional Insured -- Owners, Lessees, Or Contractors (Form B), naming Grantee and the Grantor as additional insureds and containing the following statement - "This Endorsement Also Constitutes Primary Coverage In The Event of Any Occurrence, Claim, Or Suit".
- 3) Automobile Liability Insurance, with -
 - a) Limits of not less than \$1,000,000.00 Combined Single Limit per accident.
 - b) Coverage applying to Any Auto.
- II. Certificate of Insurance, on ACORD 25-S (3/88) Form, or equivalent, filed with Grantee identifying:
 - 1) Grantee and Grantor as Certificate Holders and Additional Insureds.
 - 2) Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate.)
 - 3) Cancellation clause of the certificate amended to read, "Should any of the above described policies be cancelled before the expiration thereof, the issuing company will mail 30 days written notice to the certificate holders named to the left".

- 4) Insurance Companies Providing Coverage All companies listed must be rated "B Class V" or better in the A.M. Best Company Key Rating Guide--Property--Casualty, current edition.
- 5) The Name, Address, And Telephone Number Of The "Producer" The certificate to bear an original signature of the Authorized Representative of the Producer. Facsimile or mechanically reproduced signatures will not be accepted.
- c. All public liability and property damage policies shall contain a provision that Grantor, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees. Concurrently with the execution hereof, Grantee shall deliver to Grantor copies of policies of all required insurance or certificates of insurance evidencing the existence and amounts of such insurance.
- 4. <u>Subrogation Waiver</u>. Grantee hereby waives any rights of recovery Grantee may have against Grantor for any loss or damage to Grantor, Grantee or any other person arising from any risk insured by public liability, fire, extended coverage and any other insurance policies in effect at the time of such loss or damage. The foregoing waiver of subrogation shall be effective to the extent permitted by Grantee's insurer and provided that no policy of insurance is invalidated as a result of such waiver.
- 5. Maintenance and Repair of Property affected by Construction and Easement areas. Grantee shall, at all times hereafter, at Grantee's sole cost and expense, landscape and maintain in a first class manner and maintain and repair the easement areas and other affected areas promptly and in a good and workmanlike manner.
- 6. Run With the Land. The rights and obligations of the parties hereto run with their respective properties and shall be binding upon and inure to the benefit of the present and future owners of said properties. The Slope Easement shall continue until the 9800 South Extension is abandoned by City or is terminated by instrument signed by the parties hereto or their successors or assigns. The Temporary Easement shall terminate on the earlier of completion of construction or November 1, 2003.
- 7. Interpretation. The captions by which the Sections of this Agreement are identified are for convenience only and shall have no effect upon the interpretation of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each Party waives any claims or defenses to the contrary. Whenever the context so requires, the singular shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders. This Agreement shall be interpreted in a reasonable manner to give effect to the parties' intentions as set forth herein.
- 8. <u>City is a Governmental Entity</u>. CPB is hereby informed that the City is a governmental entity under the Utah Governmental Immunity Act (the "Act"). The parties acknowledge that all of

the terms and conditions contained herein represent contractual obligations as such term is used in the Act. Nothing in this Agreement shall be construed to enlarge or lessen any rights of the parties under the Act.

9. Authority to Execute. Each person executing this Agreement individually and personally represents and warrants that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing, and that all corporate and/or legislative authority and approvals, as the case may be, has been obtained, and that this Agreement is a binding obligation on such entity.

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 25 day of 344, A.D. 2003.

OF THE SEAL STANDING BUSINESS

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

Authorized Agent

CITY OF SOUTH JORDAN, a body corporate and politic of the State of Utah

680324.3

STATE OF UTAH)
:ss COUNTY OF SALT LAKE)
The foregoing instrument was acknowledged before me this 25 day of 3, 2003. by TERRY F. Russ, as Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole.
NOTARY PUBLIC FLORA D. WRIGHT 50 E. N. TEMPLE ST. 12TH FLR. SALT LAKE CITY, UT 84150 MY COMMISSION EXPIRES OF COORDER 10, 2005 STATE OF UTAH NOTARY PUBLIC FLORA D. WRIGHT NOTARY PUBLIC
STATE OF UTAH) :ss COUNTY OF SALT LAKE)
The foregoing instrument was acknowledged before me this 15 day of 1003, by W. Kent Money, as MAYOR for the CITY OF SOUTH ORDAN, a body corporate and politic of the State of Utah.
(Seal) NOTARY PUBLIC ANNA M. WEST 3127 West 9765 South South Iordan, UT BAODS COMMISSION EXPRES August 22, 2004 Notary Public for Utah

Exhibit "A"

Real Property located in Salt Lake County, Utah described as:

LDS CHURCH PARCEL REMAINDER NORTH SIDE

BEGINNING AT A POINT which is South 184.93 feet and West 32.73 feet from the East Quarter Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°05'05" East 20.75 feet; thence South 89°57'55" West 9.61 feet; thence South 45°15'06" West 35.54 feet; thence North 89°27'42" West 71.83 feet; thence on a 274.71 foot radius curve to the right 237.76 feet, having a central angle of 49°35'18" and whose long chord bears North 64°40'03" West 230.40 feet; thence on a 714.48 foot radius curve to the left 26.82 feet, having a central angle of 2°09'04" and whose long chord bears North 40°56'56" West 26.82 feet; thence on a 335.57 foot radius curve to the left 79.10 feet, having a central angle of 13°30'19" and whose long chord bears North 48°36'38" West 78.92 feet; thence South 89°51'38" East 217.57 feet; thence South 0°05'05" West 125.00 feet; thence South 89°52'24" East 174.29 feet to the point of beginning.

Containing 0.63 Acres

Basis of Bearing: The Section Line Bearing being South 0°05'05" East from the East Quarter Corner of Section 10 to the Southeast Corner of Section 10.

LDS CHURCH PARCEL REMAINDER SOUTH SIDE

BEGINNING AT A POINT which is South 325.24 feet and West 57.57 feet from the East Quarter Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°52'30" West 192.75 feet; thence South 0°05'05" East 100.00 feet; thence North 89°52'30" West 5.97 feet; thence North 21°46'17" West 187.69 feet; thence North 32°40'33" West 153.45 feet; thence North 25°30'50" West 142.35 feet; thence North 29°56'10" West 193.46 feet; thence North 37°57'46" West 106.32 feet; thence South 89°49'33" East 591.25 feet; thence on a 264.55 foot radius curve to the right 243.11 feet, having a central angle of 52°39'05" and whose long chord bears South 63°30'01" East 234.64 feet; thence on a 335.57 foot radius curve to the left 196.81 feet, having a central angle of 33°36'14" and whose long chord bears South 53°58'35" East 194.00 feet; thence South 70°46'42" East 42.56 feet; thence on a 209.70 foot radius curve to the left 68.38 feet, having a central angle of 18°41'01" and whose long chord bears South 80°07'13" East 68.08 feet; thence South 89°27'42" East 73.18 feet; thence South 44°44'54" East 13.39 feet to the point of beginning.

Containing 6.73 Acres

Basis of Bearing: The Section Line Bearing being South 0°05'05" East from the East Quarter Corner of Section 10 to the Southeast Corner of Section 10.

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