

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

9082104
 06/07/2004 09:26 AM **NO FEE**
 Book - 8997 Pg - 7587-7591
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SOUTH JORDAN
 1600 W TOWNE CENTER DR
 SOUTH JORDAN UT 84095-8265
 BY: SBM, DEPUTY - WI 5 P.

Easement

Parcel No. Affected
 26-14-200-006-4002

Salt Lake County

Kennecott Land Residential Development Company, a Delaware Corporation, **Grantors**, of Salt Lake City, County of Salt Lake, State of Utah, hereby **Grant** and **Convey** to the **City of South Jordan**, at 1600 West Towne Center Drive, South Jordan, County of Salt Lake, State of Utah, 84095, herein referred to as **Grantee**, for the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency is hereby acknowledged, a **Perpetual Easement** which is more particularly described as follows:

A Perpetual Easement 20.00 feet in width, 10.00 feet on each side of the following described centerline description:

Beginning at a point which lies 10.00 feet South $89^{\circ} 57' 12''$ West along the South line of Lot B2A of the Amended Lots B2, B3, OS2, T4, V4, V7, & WTC2 Kennecott Master Subdivision #1, of record and on file at the Salt Lake County Recorders Office, recorded as Entry No. 8827479, in Plat Book 2003P at Page 303, from the southeast corner of said Lot B2A and running thence, South $00^{\circ} 25' 04''$ West 517.90 feet; thence South $89^{\circ} 35' 36''$ East 842.82 feet; thence South $00^{\circ} 24' 24''$ East 196.60 feet to the point of terminus.

Perpetual easement contains 31,142 square feet or 0.71 acres, more or less

Together with a **Temporary Construction Easement**, 10.00 feet on each side, immediately adjacent to and parallel with the above described perpetual easements.

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

Grantee reserves said Perpetual Easements for water pipelines, power and other appurtenant features, so long as such facilities shall be required, with the right of ingress and egress to said Grantee, its officers, employees, representatives, agents, and assigns to enter upon the above described easement with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove, and replace said facilities.

The herein above temporary construction easements shall expire upon the completion of the construction of the project or after the project has been dedicated to other appropriate agencies. Upon substantial completion of the project contemplated by this document, grantee shall be required to restore the land described herein above to its condition prior to the construction activities, except that grantee shall be allowed to use plants and trees which have not matured to the extent of those removed.

The Perpetual Easement and Temporary Construction Easement (collectively, the "Easements") are located in the described areas (collectively, the "Easement Area") on real property owned by Grantor (the "Property"). The use of the Easement Area by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement Area and Property, consistent with Grantee's use of the Easement Area as described herein. Grantor reserves, and Grantee acknowledges, the right to use the Easement Area for any purpose that does not materially interfere with Grantee's use of the Easement Area as provided for herein, including landscaping and paving.

Grantee shall repair or restore to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property, including the Easement Area, that is altered or damaged during the installation, maintenance, repair or removal of the improvements contemplated hereunder.

Grantee and its officers, employees, representatives, agents and assign (collectively, the "Grantee Parties") shall enter onto the Property and use the Easement Area each at its own risk and each hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates (the "Indemnitees"), arising out of the Grantee Parties' use of or activities on the Easement Area, except in the case of Grantor's gross negligence or willful misconduct. In addition, except in the case of Grantor's gross negligence or willful misconduct, Grantee shall protect, indemnify and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates, from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnitees or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, all other claims or demands of every character arising directly or indirectly out of the Grantee Parties' use of or activities on or around the Easement Area or entry onto the Property. This Paragraph shall survive termination of this Easement Agreement.

This term of this Easement Agreement shall be perpetual, and shall terminate automatically following one continuous year of non-use of the Easement Area by Grantee.

IN WITNESS WHEREOF, this easement shall be dated and effective upon the date of the last signature below:

Grantor:

Kennecott Land Residential Development Company, a Delaware corporation

By: John J. Hall

Its: CHIEF OPERATIONS, VICEPRESIDENT DEVELOPMENT

Dated: 5-17-04

Grantee:

The City of South Jordan

By: Mark Nale

Its: DCM

Dated: 5-27-04

GRANTOR ACKNOWLEDGEMENT

Officers who sign the within instrument certify that the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this _____ day of _____, A.D. 2004.

ATTEST:

_____ CORPORATION

_____ SECRETARY

CORPORATE SEAL:

By: _____

STATE OF UTAH)
) ss.

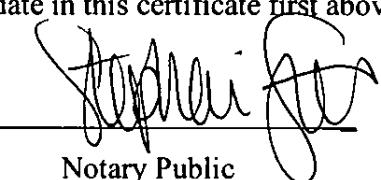
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me,

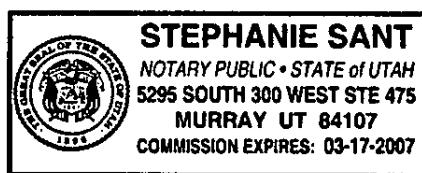
John T. Potts and _____, who, being by me duly sworn, did say, each for himself, that said John T. Potts ^{Chief of OPERATIONS, VICE PRESIDENT DEVELOPMENT} is the president, and that said _____ is the secretary of _____, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said president and said secretary each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.

WITNESS my hand and official stamp the

date in this certificate first above written:



Notary Public



GRANTEE ACKNOWLEDGEMENT

IN WITNESS WHEREOF, said Grantee has caused this instrument to be executed by its proper officers thereunto duly authorized, this 27th day of May, A.D. 2004.

STATE OF Utah)
) ss.

COUNTY OF Salt Lake)

On the date first above written personally appeared before me, who, being by me duly sworn, says that he is the DCM of South Jordan City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted by City Council, and said Steve Noble acknowledged to me that said City executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Tammy Bradford

Notary Public

