

WHEN RECORDED, PLEASE RETURN TO:
West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

APN (Portion of): 14-24-400-008

GRANT OF TEMPORARY EASEMENT

Suburban Land Reserve, Inc., a Utah corporation (hereinafter referred to as “Grantor”), whose principal office is located at **79 South Main, Suite 500, Salt Lake City, Utah 84111**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys without warranty, to WEST VALLEY CITY, a municipal corporation of the State of Utah, (hereinafter referred to as “Grantee”), its successors, assigns, lessees, licensees and agents, a temporary construction easement (the "Easement") on, over, under, across and through a portion of Grantor's land located at 5139 West 2400 South (the "Grantor's Property") for the sole purpose of facilitating the construction and replacement of improvements that are to be located adjacent to the Grantor's Property, said easement being specifically described as follows (the "Easement Area"):

SEE EXHIBITS “A” AND “B”

This Temporary Easement is granted for the sole purpose of: construction staging area related to construction of the 2400 South 4800 West Roadway Extension Project. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee.

Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee’s permitted use of the Easement Area. Unless otherwise agreed to between the parties by a separate instrument, Grantee agrees that no other part or portion of Grantor’s adjacent real property (the “Grantor’s Property”) shall be used for any purpose. Without limiting the generality of the foregoing, Grantee shall not be permitted, and Grantee shall not permit Grantee’s agents, employees, consultants, contractors and subcontractors (“Grantee’s Agents”), to enter, park on, or use any portion of the Grantor’s Property, except that portion of the Grantor’s Property that is contained in the Easement Area.

Grantee and Grantee’s Agents shall enter and use the Easement Area, as applicable, at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area by Grantee and Grantee’s Agents.

Grantee 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. Grantee 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.

Except to remedy emergency problems, no rights granted under this Easement may be exercised on Sundays. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee shall pay all costs associated with the project undertaken in connection with this Easement, Grantor having no obligation whatsoever to pay for any of the costs thereof.

Grantor shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee's acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee. In the event Grantee fails to commence repair of any portion of the Easement Area as required above, within thirty (30) days after receipt of a written notice from Grantor (except in the event of an emergency situation in which case no notice shall be required) and thereafter diligently prosecute such repairs to completion, Grantor shall have the right, but not the obligation, to perform such repairs on behalf of Grantee upon notice to Grantee. Grantee shall pay to Grantor the cost to perform such repair within thirty (30) days after receipt of notice from Licensor setting forth in reasonable detail such costs and the items to which they relate.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

Grantee shall obtain and maintain (or Grantee shall require Grantee's Agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's Property. Grantee shall provide Grantor with proof of such insurance prior to exercising its rights under this Easement. If Grantee is self-insured, it shall have the right to satisfy its insurance obligations hereunder, so long as Grantee maintains actuarially sound reserves.

Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Grantor, indemnify, defend and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Easement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their

"EXHIBIT A"

Suburban Land Reserve, Inc
160 foot Temporary Construction Easement
(14-24-400-008)

A temporary construction easement upon part of an entire tract of property, situate in the SE1/4 of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian, included within a strip of land 160.00 feet wide, lying 80.00 feet westerly and 80.00 feet easterly from the following described centerline:

Beginning 1470.87 feet S.89°40'47"W. and 8.06 feet South from the east quarter corner of said Section 24; and running thence S.03°42'54"E. 298.25 feet; thence S.14°22'19"E. 275.00 feet; thence S.30°45'40"E. 530.00 feet; thence S.14°14'20"W. 93.81 feet to the point of terminus.

Less and excepting any portion of land lying within the Desert Holding Corporation Property, Tax ID No. 14-24-400-005.

The above described part of an entire tract contains 182,315 square feet in area or 4.185 acre.



