

RESOLUTION NO. _____

ADOPTED: _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO EXECUTE THREE PERPETUAL
EASEMENT ACCESS AGREEMENTS FOR DIMPLE DELL PARK

RECITALS

A. Salt Lake County (the “County”) maintains a parking lot and equestrian trail facilities (the “Trail Facilities”) on a parcel of land that is a portion of Dimple Dell Park, which is located at approximately 1531 East 10600 South, in Sandy, Utah, identified as Tax ID No. 28-16-176-004 (the “County Property”).

B. Alta View Shopping Center, LLC (“Shopping Center”), owns a parcel of land located at 10365 South 1300 East in Sandy City, Utah, identified as Tax ID No. 28-16-101-027 (“Shopping Center Property”).

C. Alta View Associates, LLC (“Alta View Associates”) owns a parcel of land located at 10315 South 1300 East in Sandy City, Utah, identified as Tax ID No. 28-16-101-029 (“Alta View Associate Property”).

D. White Investment Company Inc. (“White Investment”), owns a parcel of land located at 10365 South 1300 East in Sandy City, Utah, identified as Tax ID No. 28-16-101-030 (“White Investment Property”).

E. The Shopping Center Property, Alta View Associate Property and White Investment Property are all adjacent to or in close proximity to the County Property and are collectively referred to as the “Commercial Property.”

F. The County has used an existing drive aisle or roadway on the Commercial Property to access the Trail Facilities for decades.

G. The County, the Shopping Center, Alta View Associates, and White Investment desire to document and memorialize a perpetual easement on, over and across the Commercial

Property to allow the County and its employees, agents, contractors and invitees, including members of the public to access the Trail Facilities.

H. The County has prepared Perpetual Access Easement Agreements with each of the Shopping Center, Alta View Associates, and White Investment, the forms of which are attached hereto Exhibits A, B, and C (collectively, the “Easement Agreements”) wherein each entity grants a perpetual easement to the County over its respective parcel in the Commercial Property.

I. Since these easements reflect the long-standing, existing use of the Commercial Property, the easements are granted for no fee.

J. It has been determined that the best interests of the County and the general public will be served by executing the Easement Agreements. The terms and conditions of the Easement Agreements are in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Easement Agreements, attached hereto as Exhibits A, B, and C and by this reference made a part of this Resolution, are hereby approved; and the Mayor is hereby authorized to execute said Easement Agreements and to deliver the fully executed document to the County Real Estate Section to be delivered to the Shopping Center, Alta View Associates, and White Investment.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member DeBry voting _____
Council Member Granato voting _____
Council Member Winder-Newton voting _____
Council Member Snelgrove voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

Exhibit A
Easement From Alta View Associates, LLC

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

Tax Serial No.: 28-16-101-027

PERPETUAL ACCESS EASEMENT AGREEMENT

This Perpetual Access Easement Agreement (this “Agreement”) is made and entered into as of this _____ day of _____, 2021 (the “Effective Date”), by and between Alta View Shopping Center, LLC, a Delaware limited liability company (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. 28-16-101-027 (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 _____, 20__.

GRANTOR:
ALTA VIEW SHOPPING CENTER, LLC
a Delaware limited liability company

By: 2016 Utah Managing Member Portfolio, LLC,
its managing member

By: 2016 Utah Portfolio, LLC, its managing member

By: CCA Acquisition Company, LLC,
its managing member

By: Exhibit Only, Do Not Sign
Steven H. Usdan, its managing member

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 Alta View Shopping Center, LLC, a Delaware limited liability company.

Notary Public

GRANTEE:
SALT LAKE COUNTY

Exhibit Only, Do Not Sign

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.

[SEAL]

Notary Public
Residing in Salt Lake County

EXHIBIT A

Legal Description of the Commercial Property

Parcel No. 28-16-101-027

Lot 3 of the Alta View Commercial Plat as shown on the Official Plat thereof in the Salt Lake County Recorder's Office.

EXHIBIT B

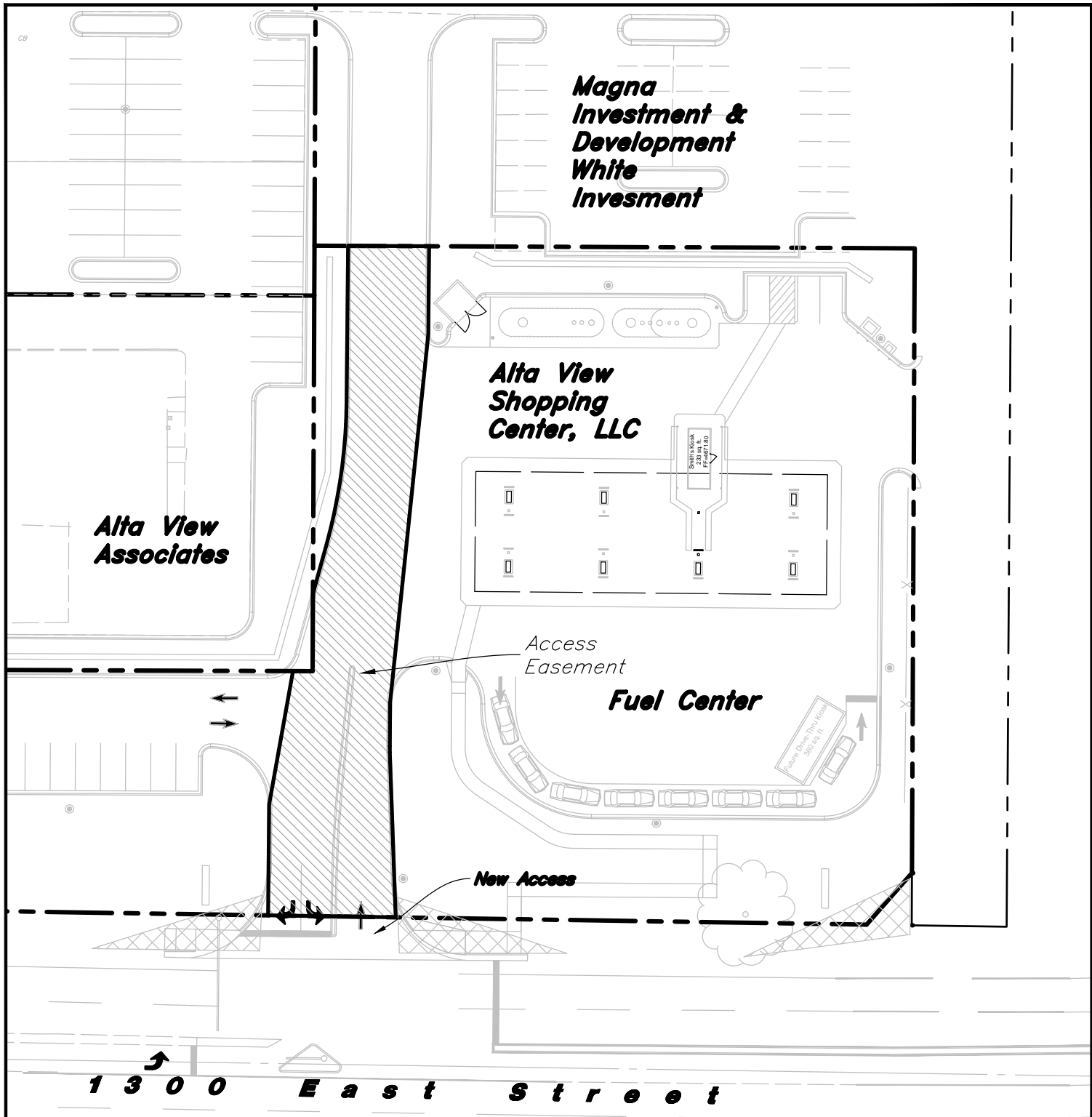
Legal Description of the parcel where the Trail Facilities are located in Dimple Dell Park

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



1300 East Street



Scale: 1" = 50'



ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.net

Alta View Shopping Center, LLC
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

Exhibit B
Easement From Alta View Associates, LLC

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

Tax Serial No.: 28-16-101-029

PERPETUAL ACCESS EASEMENT AGREEMENT

This Perpetual Access Easement Agreement (this “Agreement”) is made and entered into as of this _____ day of _____, 2021 (the “Effective Date”), by and between Alta View Associates, LLC, a Utah limited liability company (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 10315 South 1300 East in Sandy City, Utah, identified as Tax ID No. 28-16-101-029 (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

EXHIBIT A

Legal Description of the Commercial Property

Parcel No. 28-16-101-029

Lot 4 of the Alta View Commercial Plat as shown on the Official Plat thereof in the Salt Lake County Recorder's Office.

EXHIBIT B

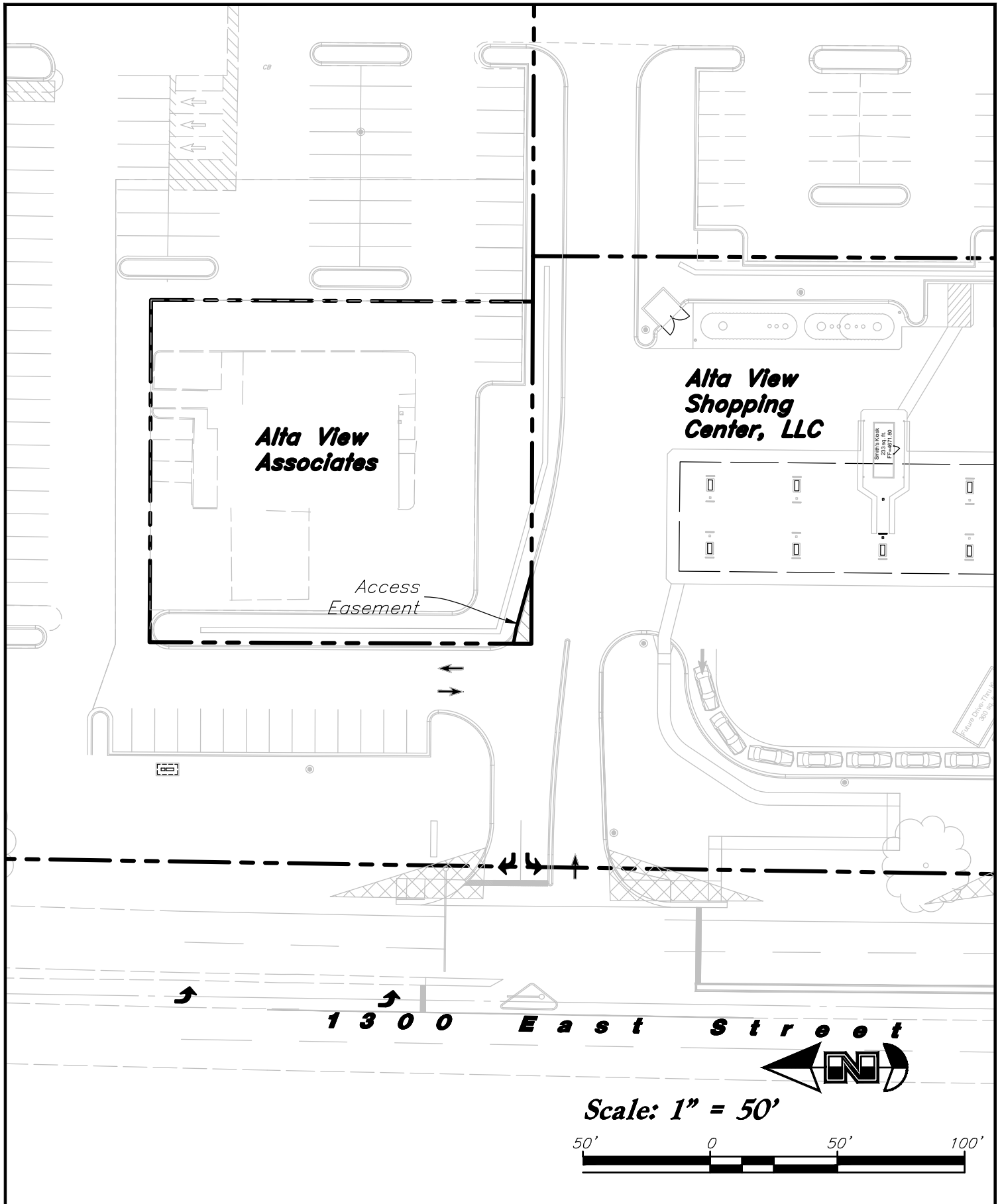
Legal Description of Parcel where the Trail Facilities are located in Dimple Dell Park

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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.

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Depiction of Easement Area



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

Alta View Associates
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

Exhibit C
Easement From White Investment Company, Inc.

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

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 _____ day of _____, 2021 (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.
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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.

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6. Prior Easements. This easement is granted subject to all easements and encumbrances of record as of the date hereof.
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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

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 - 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 _____, 20__.

GRANTOR:
WHITE INVESTMENT COMPANY, INC.
a Utah corporation

Exhibit Only, Do Not Sign
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

Exhibit Only, Do Not Sign
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]

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

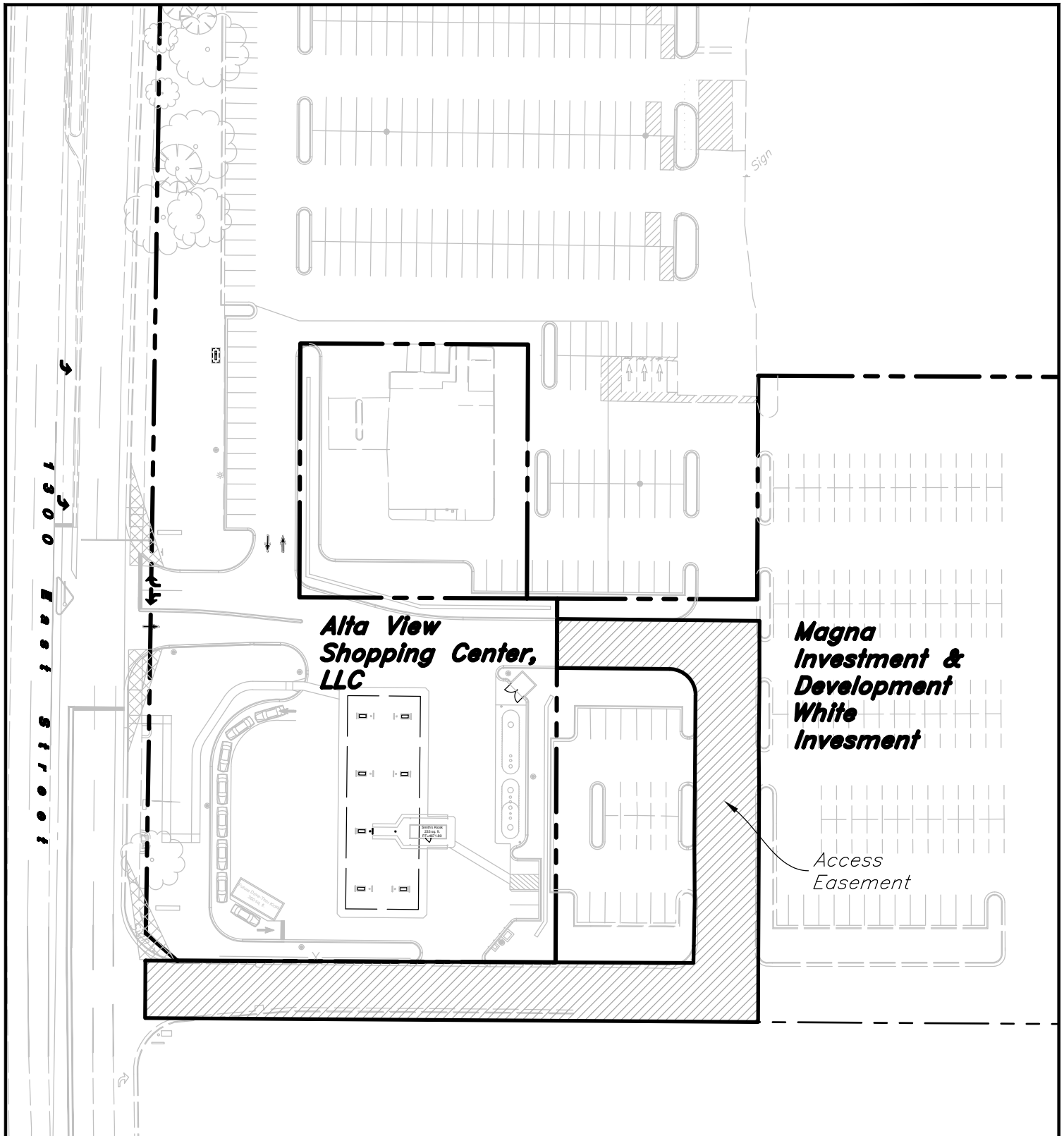
Legal Description of the Parcel where the Trail Facilities are located in Dimple Dell Park

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



Sign

Alta View Shopping Center, LLC

Magna Investment & Development White Investment

Access Easement

Scale: 1" = 80'



AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.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