

When recorded return to:

Cottonwood Improvement District
8620 South Highland Drive
Sandy, Utah 84093

12319756
7/13/2016 2:32:00 PM \$16.00
Book - 10452 Pg - 935-938
Gary W. Ott
Recorder, Salt Lake County, UT
JF CAPITAL
BY: eCASH, DEPUTY - EF 4 P.

Affects Parcel No. 22084260034001

**GRANT OF EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION
AND TRANSPORTATION PIPELINE(S)**

Country Club Mobile Estates MH Community, LLC, a Delaware limited liability company (the "Grantor"), does hereby convey and warrant to the Cottonwood Improvement District, a special District of the State of Utah (the "District" or the "Grantee"), of Salt Lake County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines and related appurtenances in the easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah which are more specifically described as follows:

20' SANITARY SEWER EASEMENT

Beginning at a point on the north line of 5290 South Street said point being North 00°22'01" East 763.97 feet along the section line and North 88°17'54" West 823.04 feet from the Southeast corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian running:

thence North 88°17'54" West 20.00 feet along said north line of 5290 South Street;
thence North 01°51'46" East 42.42 feet;
thence North 07°09'24" East 129.14 feet;
thence South 89°45'27" West 147.85 feet;
thence North 65°07'35" West 22.31 feet;
thence North 22.04 feet;
thence South 65°07'35" East 27.12 feet;
thence North 89°45'27" East 144.89 feet;
thence North 00°26'50" East 197.99 feet;
thence North 00°02'19" West 136.76 feet;
thence South 88°33'50" East 185.84 feet;
thence North 13°33'04" West 158.08 feet;

{00284907.RTF /}

Error! Unknown document property name.

thence North 00°47'42" East 57.99 feet;
thence North 88°21'30" West 261.23 feet;
thence North 88°07'37" West 287.18 feet;
thence North 02°52'31" West 276.35 feet;
thence North 18°18'48" West 84.26 feet;
thence North 23°26'07" West 310.93 feet;
thence North 24°07'43" West 375.50 feet;
thence South 50°38'09" West 90.63 feet;
thence North 14°40'00" West 22.01 feet;
thence North 50°38'09" East 92.63 feet;
thence North 28°22'18" East 91.48 feet;
thence North 23°00'46" West 328.87 feet;
thence North 84°50'29" East 219.75 feet;
thence North 05°41'28" West 89.14 feet;
thence North 84°49'00" East 20.00 feet;
thence South 05°41'28" East 109.15 feet;
thence South 84°50'29" West 212.48 feet;
thence South 23°00'46" East 311.04 feet;
thence South 28°22'18" West 98.22 feet;
thence South 24°07'43" East 383.75 feet;
thence South 23°26'07" East 311.94 feet;
thence South 18°18'48" East 87.87 feet;
thence South 02°52'31" East 260.65 feet;
thence South 88°07'37" East 268.74 feet;
thence South 88°21'30" East 280.89 feet;
thence South 00°47'42" West 75.27 feet;
thence South 13°03'28" East 68.60 feet;
thence South 13°57'19" East 112.99 feet;
thence North 88°33'50" West 191.56 feet;
thence South 00°02'19" East 116.32 feet;
thence South 00°26'50" West 208.54 feet;
thence South 07°09'24" West 140.18 feet;
thence South 01°51'46" West 41.44 feet to the point of beginning.

Contains 70,763 square feet or 1.625 acres.

Also granting to the Cottonwood Improvement District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this easement and covenant and agree that no improvement, trees or structures will be constructed over the surface of the easement granted herein which would interfere with the right of the Grantee to operate, maintain, repair or replace the sewer pipeline constructed by or for the

Grantee. Notwithstanding anything contained herein to the contrary, the Grantor shall be permitted to own, operate, repair, replace and maintain any existing improvements, trees or structures over the surface of the easement granted herein.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all damages, claims and liabilities caused by the acts or omissions of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer pipeline provided for in this easement; the Grantors right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantees right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantee. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

In the event Grantor's property and/or to the improvements located thereon are damaged or destroyed in connection with the exercise of Grantee's rights pursuant to this Grant of Easement, Grantee shall promptly restore, repair and replace Grantor's property and/or improvements located thereon back to the condition as such existed prior to the occurrence of such damage or destruction.

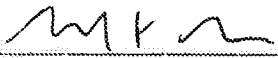
Grantee shall keep and maintain, at its sole cost and expense, or cause its agents and/or contractors to keep and maintain, commercial general liability insurance coverage in commercially reasonable amounts covering Grantee's or its agents and/or contractors' activities under this Grant of Easement. Prior to commencing any physical work or accessing Grantee's property, Grantee shall use its best good faith efforts to provide Grantor with a certificate of insurance evidencing such minimum coverage as required herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

WITNESS the hand of said Grantor this 5th day of July, 2016.

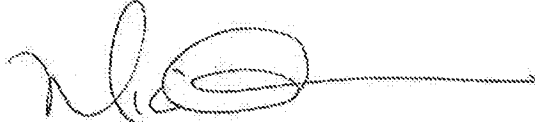
GRANTOR:

COUNTRY CLUB MOBILE ESTATES
MH COMMUNITY, LLC, a Delaware
limited liability company

By: 
Name: Joel K. Brown
Title: Authorized Signatory

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On the 5 day of July, 2016, personally appeared before me Joel K. Brown, the Authorized Signatory of Country Club Mobile Estates MH Community, LLC, a Delaware limited liability company, who did personally acknowledge to me that the foregoing easement was executed by him on behalf of the Grantor.



NOTARY PUBLIC
RESIDING AT:
2327 Beechwood Dr.
Royal Oak MI 48073

My Commission Expires:

