13769130 9/9/2021 3:06:00 PM \$40.00 Book - 11236 Pg - 6521-6528 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED MAIL TO:

Chris McCandless, President Quail Run Development LLC 9071 South 1300 West #100 West Jordan, UT 84088

146426-CAP TIN 28-12-104-006 28-12-101-008

WATER LINE AND WATER METER ACCESS AND MAINTENANCE EASEMENT

Whereas, Jayadatta and Sandhya Narasipura ("Grantor") of 9457 South Granite Vista Way, Cottonwood Heights, UT 84092, own the property described on Exhibit "A" and known as 9457 South Granite Vista Way Cottonwood Heights, UT 84092, Parcel — 28-12-104-006-0000; and

Whereas, Quail Run Development LLC. ("Grantee") of 3662 E North Little Cottonwood Rd., Cottonwood Heights, UT 84092 owns the property described on Exhibit "B" and known as 3662 E North Little Cottonwood Rd., Cottonwood Heights, UT 84092, Parcel — 28-12-101-008-0000.

FOR AND IN CONSIDERATION of the sum of One Dollar (\$ 1.00), cash in hand paid, and other good and valuable consideration, the receipt, sufficiency and adequacy of all of which is hereby acknowledged Grantor does hereby grant, warrant, convey and transfer unto Grantee an irrevocable, perpetual and non-exclusive easement, on, under, over and across a portion the Grantor's property and being more particularly described as a 10 foot wide easement, the center line of which runs along an existing water line to a water meter as more particularly shown on the attached Exhibit "C" (the "Easement Area") for the purpose of access to and repair, replacement and maintenance of an existing water line and water meter serving the Grantee's property ("Easement").

It is understood and agreed that the Easement conveyed hereby shall give and convey to the Grantee herein the perpetual right of reasonable ingress and egress upon the portion of the Grantor's property for the purpose of the maintenance, repair, replacement and operation of the water line and water meter serving the Grantee's property.

Grantee agrees that during any activity under this Easement, Grantee will ensure to Grantor adequate ingress/egress will be maintained so as not to unreasonably interfere with or, adversely affect the ownership or use of the Grantor's property.

Grantee further agrees and stipulates that following any access to, repair, replacement, maintenance, or construction, the Easement Area will be restored to the condition it was in prior to Grantee's activities as nearly as practical.

Grantee agrees to defend, indemnify and hold harmless Grantor from any costs or damages incurred as a result of the Grantee's actions or omissions while constructing, maintaining or repairing the Grantee's waterline or water meter within the Easement Area. Grantee shall require Grantee's contractor(s) and agents utilizing the Easement Area to obtain and maintain worker's compensation insurance as required by law, and general liability / auto liability with limitations of liability of no less that one million dollars per occurrence.

Grantor agrees not to construct any permanent building or structure on or over the Easement Area excepting, non-permanent improvements such as landscaping, pavement, driveway and/or parking improvements.

(end of text- signatures attached)

WITNESS OUR SIGNATURE on this the <u>9</u> day of September, 2021.

Grantor:

Jayadatta Narasipura

Sandhya Narasipura

STATE OF UTAH
COUNTY OF SALT LAKE

PERSONALLY, appeared before me, the undersigned Jayadatta Narasipura and Sandhya Narasipura, on the day of September, 2021, who acknowledged that they executed and delivered the above and foregoing instrument.

GIVEN UNDER my hand and official Seal of Office.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

CORTLUND G. ASHTON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 706831
COMM. EXP. 07-25-2023

WITNESS OUR SIGNATURE on this the 8 day of September, 2021.	••
Grantee:	
Chris McCandless,	
Quail Run Development LLC Managed by: CW Management Corporation	
By: Chus M Canolliss Its: Assessolut.	
STATE OF UTAH	
COUNTY OF SALT LAKE	
PERSONALLY appeared before me,, on the	day of September,
2021, who acknowledged that they executed and delivered the above and foregoing	ng instrument in thei
authorized and stated capacity as the of Aress Co., L.C.	
GIVEN UNDER my hand and official Seal of Office. See attacks	ed
NOTARY PUBLIC MY COMMISSION EXPIRES:	

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ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On this 8th day of September, 2021, before me, personally appeared Chris McCandless, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Quail Run Development LLC, a Utah limited liability company.

Notary Public

CORTLUND G. ASHTON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 706831
COMM. EXP. 07-25-2023

EXHIBIT "A" (Grantor Property)

Parcel — 28-12-104-006-0000

Legal Description

LOT 6, GRANITE OAKS SUB AMD. 9295-1000 9613-7583 10048-1263 10232-0029 10474-5805

EXHIBIT "B" (Grantee Property)

Parcel - 28-12-101-008-0000

Legal Description

BEG S 89^53'04" W 1290.82 FT & S 421.09 FT FR N 1/4 COR OF SEC 12, T 3S, R 1E, S L M; S 38^07'42" E 558.95 FT; S 15^23'42" W 222.14 FT; N 87^55'18" W 276.83 FT; N 78^28 17" W 300.55 FT; S 21^01'43" W 310.01 FT TO CEN OF LITTLE COTTONWOOD CREEK; N 74^35'01" W 114 FT; N 28^55'38" E 686.25FT; S 63^46'41" E 58 FT; N 22^50'14" E 205 FT; N 63^46'41" W150 FT; N 85^41'58" E 177.95 FT TO BEG. 6.654 AC 5092-367, 4762-157 5789-0376 7130-1782 7392-1037 8425-3561 10559-2106

Exhibit "C"



