

## Record Against Parcel 27-01-451-010

WHEN RECORDED RETURN TO:

Scott Nielsen, Project Coordinator &  
 Tracy Scott Cowdell, General Counsel  
 Sandy Suburban Improvement District  
 8855 South 700 West  
 Sandy City, Utah 84070-2517

10272837

11/13/2007 09:30 AM \$0.00

Book - 9536 Pg - 2431-2436

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

SANDY SUBURBAN IMP. DISTRICT

PO BOX 7

SANDY UT 84091-0007

BY: EPM, DEPUTY - WI 6 P.

**GRANT OF RIGHT OF WAY AND EASEMENT**

This Grant of Right of Way and Easement is made and granted as of the 31<sup>st</sup> day of October, 2007, by SHADOWLAND, LLC, a Utah limited liability company ("Grantor"), in favor of SANDY SUBURBAN IMPROVEMENT DISTRICT ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties."

**RECITALS:**

- A. Grantor owns certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto (the "Property").
- B. By separate Agreement (entitled "Agreement for Grant of Sewer Easement"), the Grantor has agreed to grant and provide a sewer line easement to the Grantee, in accordance with the terms and conditions of such Agreement.
- C. Pursuant to the separate Agreement, Grantor has agreed to grant Grantee a twenty (20) foot sanitary sewer easement, 10 feet on each side of a centerline, more particularly described herein. The easement will be created over and across that real property described on Exhibit "A" attached hereto.

NOW THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and agrees as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a right-of-way and perpetual easement in order to lay, maintain, operate, clean, service, repair, inspect, protect, install, remove, and replace sewer pipelines, and other sewer transmission and distribution structures and facilities of sanitary sewer pipe and purple or reuse water pipe ("Sewer Pipe") over, across and under the real property described on Exhibit "A" attached hereto (the "Easement").
2. Acceptance. By acceptance or use hereon, Grantee agrees to be bound by the Easement, subject to the following terms and conditions:
  - A. The Easement and right-of-way shall be non-exclusive as to the portions thereof not directly and actually comprising the Sewer Pipe, and is subject to the right on

the part of Grantor and its successors and assigns to construct, install, operate, inspect, repair, maintain and replace:

- (i) Roads, surface parking, driveways and bridges across the Easement, so long as such roads, driveways and bridges do not unreasonably impair Grantee's use of the Easement.
  - (ii) During construction periods, Grantee and its agents may use such portion of the property along and adjacent to the Easement for construction or repair of the Sewer Pipe and related facilities. The Contractor performing the work shall restore all property, through which the work traverses or affects, to as near its original condition as is reasonably possible, and Grantee shall be responsible for making sure that all such restoration work is done properly and in a reasonably timely manner.
  - (iii) Such landscaping and inventory as determined by Grantor, including, without limitation, trees, shrubs, grass and other landscaping features.
- B. Grantee shall not be responsible for any weed control or landscaping maintenance to the Easement area. Grantee may remove any landscaping, trees, shrubbery, posts, fencing, or any other structure as may be necessary to facilitate repairs or service the lines in the Easement area, so long as Grantee first gives Grantor at least ten (10) days advance written notice of its intention to remove such items, so that Grantor may remove such items itself or otherwise take measures to preserve or protect such items. Furthermore, Grantee shall pay to Grantor a reasonable sum to offset the costs, expenses and labor of moving any landscaping, trees, shrubbery, posts, fencing or other items on each occasion in which removal or relocation of the same is required in order for Grantee to install, maintain, repair or replace the Sewer Pipe or related improvements within the Easement area. In addition, either Party shall have the right, but not the obligation, to remove weeds, brush, trees and trash from the Easement.
- C. Grantor shall not build or construct or permit to be built or constructed any permanent building or other improvement over or across the Easement, nor shall Grantor make any material changes to the contour thereof without the prior written consent of Grantee.
- D. This Easement shall be binding upon and insure to the benefit of the Grantor and Grantee, and their respective successors and assigns, and may be assigned in whole or in part by Grantee.
- E. Nothing in this Grant of Right of Way and Easement shall be construed to modify or relieve the Parties from their respective obligations as set forth in that certain Agreement for Grant of Sewer Easement executed concurrently herewith.

3. Indemnity. Grantor agrees to indemnify and hold Grantee harmless from any and all liabilities, claims, damages, repairs and replacements, and maintenance arising from or in connection with any roads, surface parking, driveways, and bridges installed by Grantor over or across the Easement, so long as such liabilities, claims, damages, repairs, replacements or maintenance are not caused by, or do not result from, any actions of, or conditions created by, Grantee or its representatives, agents, contractors, successors or assigns, or the representatives, agents, or contractors of Grantee's successors or assigns. Similarly, Grantee shall indemnify and hold Grantor harmless from and against any and all liabilities, claims and damages arising from or caused by any of Grantee's activities relating to the Easement, including, without limitation, any and all claims, liabilities and damages arising out of or caused by Grantee's installation of the Sewer Pipe and related facilities, Grantee's maintenance and/or repair of the Sewer Pipe and related facilities, and Grantee's use and operation of the Sewer Pipe and related facilities.

4. Compliance with Law. Grantee shall comply with all City, County, State, and Federal laws and ordinances regarding the installation, operation, maintenance, repair and/or replacement of the Sewer Pipe over the Easement. Grantor shall reasonably cooperate with Grantee in permitting maintenance and repairs of Grantee's Sewer Pipe in the Easement, including not obstructing access to the Easement or the Sewer Pipe for such purposes.

5. Binding. This Agreement shall be binding upon and accrue to the benefit of the parties and their respective successors and assignees.

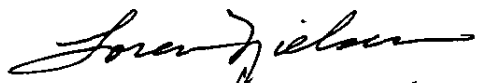
6. Counterparts. This instrument may be executed in counterparts, and when all indicated signatories have executed this instrument, whether or not on the same counterpart, this instrument shall be as fully binding as if all parties had executed one form of this instrument.

7. Miscellaneous. This instrument and the Parties' separate Agreement for Grant of Sewer Easement executed concurrently herewith, contain all of the terms, covenants, and conditions between the parties hereto with respect to the subject matters treated herein. This instrument may be amended or supplemented only by a written agreement executed by all parties hereto or their successors or assigns. This instrument concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties executed this instrument as of the day and year first above written.

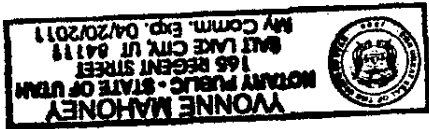
**GRANTOR:**

SHADOWLAND, LLC, a Utah limited liability company,

By:   
Its: LOREN NIELSEN  
MEMBER / MANAGER

STATE OF UTAH )  
 :  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2 day of ~~October~~ <sup>Nov.</sup> 2007  
by Loren Nielsen, on behalf of SHADOWLAND, LLC.



Yvonne Mahoney  
Notary Public

My Commission Expires: 4/20/2011

**GRANTEE:**

SANDY SUBURBAN IMPROVEMENT  
DISTRICT.

Jerry Knight  
Jerry Knight  
General Manager

STATE OF UTAH )  
 :  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30th day of October, 2007  
by Jerry Knight, General Manager, on behalf of SANDY SUBURBAN IMPROVEMENT  
DISTRICT.

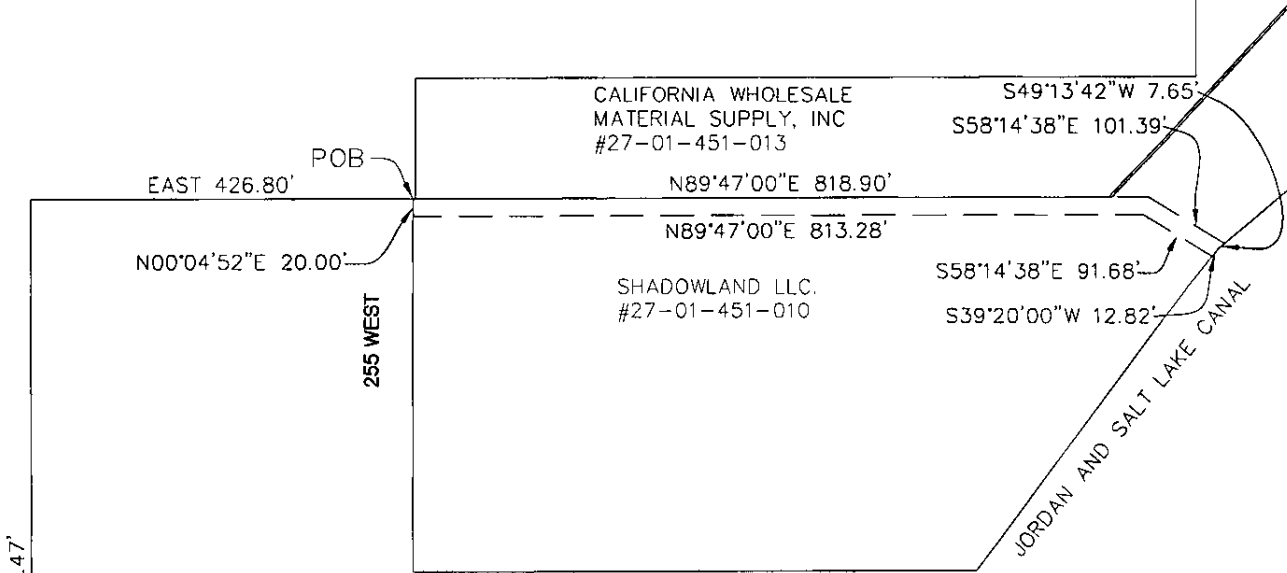
Cheri Hubrich  
Notary Public

My Commission Expires 09-20-09



**EXHIBIT "A"**

# EXHIBIT 20' SEWER EASEMENT



**20' SEWER EASEMENT DESCRIPTION:**

Beginning at a point North 00°01'26" East 1,006.47 feet and East 426.80 feet from the South Quarter corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°47'00" East 818.90 feet; thence South 58°14'38" East 101.39 feet to the West Right of Way line of the Jordan and Salt Lake Canal; thence along said Right of Way the following two courses: 1) South 49°13'42" West 7.65 feet; 2) South 39°20'00" West 12.82 feet; thence North 58°14'38" West 91.68 feet; thence South 89°47'00" West 813.28 feet; thence North 00°04'52" East 20.00 feet to the point of Beginning.  
Containing 18,245 square feet or 0.42 acres.

BASIS OF BEARING N89°54'33"E  
2653.96'(MEASURED) 2653.19'(ARP)

SOUTH QUARTER CORNER OF SECTION 1  
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT  
LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)

SOUTHEAST CORNER OF SECTION 1  
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT  
LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)



1 inch = 200 ft.

RSL  
SSID  
EXHIBIT  
20' SEWER EASEMENT



**Stantec**

Stantec Consulting Inc.  
3995 S 700 E Ste. 300  
Salt Lake City, UT  
84107-2540  
Tel. 801.261.0090  
Fax. 801.266.1671  
www.stantec.com

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR OR GEOLOGIST TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE AND SPECIFIC DESCRIPTION THEREOF. 8007-AL-3100/STEC CONSULTING, INC.

NO.  
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