

**When Recorded Return to:**  
Craig L. White  
South Valley Sewer District  
P.O. Box 908  
Draper, UT 84020

Affects Parcel No. 27-20-301-016  
CURRENT PROPERTY OWNER(S): District LC  
ORIGINAL GRANTOR(S): Joyce M. Oates  
Page 1 of 5

**PARTIAL ABANDONMENT OF EASEMENT  
AND INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the 21 day of July, 2007, by and between SOUTH VALLEY SEWER DISTRICT, a political subdivision of the State of Utah, hereinafter referred to as the "District," and the undersigned property owners hereinafter jointly and severally referred to as "Owner."

**WITNESSETH:**

**WHEREAS**, the Owner has requested the District to vacate and abandon its existing sewer easement traversing through a portion of Owner's property as more particularly described herein; and

**WHEREAS**, the District (f.k.a. Salt Lake County Sewerage Improvement District No. 1), presently owns a sewer easement (the "Easement"), over and through certain real property located in Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, and located in Salt Lake County, State of Utah, according to the granting documents recorded as Entry No. 5932915, Book 7028, Pages 0060 to 0062, in the records of the Salt Lake County Recorder; and

**WHEREAS**, the total area included within the Easement exceeds the needs of the District because sewer lines and related facilities are or will be needed in only certain portions of the Easement; and

**WHEREAS**, the District is willing to vacate and abandon a certain portion of the Easement as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The District hereby vacates and abandons a portion of the Easement to the owner or owners of the dominant tenement as the interest(s) of the owner(s) may appear. The portion of the Easement hereby vacated and abandoned is located in Salt Lake County, Utah, a strip five (5) feet wide, said strip extending five (5) feet west of and lying parallel and adjacent to the line of reference and projection thereof, and is more particularly described as follows:

Beginning on the Southeast corner of GRANTOR's property, said point lying East 1392.82 feet and North 357.32 feet, more or less, from the Southwest Corner of said Section 20; Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey; and running thence North along the east line of the GRANTOR's property, 323.22 feet, to the northeast corner of said property.

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Less and excepting any portion of the Easement also encumbered in easements recorded as Entry numbers #9424520 and #9471092 in the office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at a point 275.59 feet North along an original Common Deed Line which is also the centerline of the old alignment of abandoned 3800 South Street from the Southeasterly Corner of the Grantors Deed described of record as being 1392.82 feet East (1358.76 feet South 89°50'48" East along the Section Line by survey); and 357.32 feet more or less North (357.58 along said Common Deed Line by survey) from the Southwest Corner of said Section 20; Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey; and running thence North 20.00 feet along said Common Deed Line which is also the centerline of said old alignment of abandoned 3800 South Street; thence North 89°59'18" West 5.00 feet; thence South 20.00 feet; thence South 89°59'18" East 5.00 feet to the point of beginning.

Contains: 0.0347 acres

2. It is expressly understood by the parties hereto that any sewer line located within the portion of the Easement which is being hereby vacated will not be relocated, removed or changed in any manner by the District.

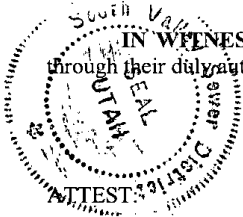
3. Owner hereby indemnifies and agrees to hold the District, its trustees, officers, employees, representatives, engineers, contractors, agents and assigns harmless from any and all claims, damages, expenses and costs, including attorneys' fees, which may be incurred by the District or its representatives at any time as a result of any damage to any persons or property in connection with or arising out of the continuing location, maintenance or existence of the sewer line within the portion of the Easement being vacated and abandoned by the District pursuant to this Agreement.

4. Owner hereby releases and forever discharges the District, its trustees, officers, employees, representatives, engineers, contractors, agents and assigns of and from all and any manner of claims, causes of action, suits, demands and damages of whatsoever kind or nature, including costs and attorneys' fees which the undersigned may have or claim based upon or growing out of or connected with the construction, operation, maintenance, abandonment, existence or location of any sewer line located with the portion of the Easement being vacated and abandoned by the District pursuant to this Agreement.

5. The covenants of the Owner made herein shall be deemed to run with the land and shall be binding upon the Owner, and Owner's heirs, officers, employees, members, representatives, agents, successors and assigns.

6. The District hereby expressly reserves and retains to itself all portions of the Easement which are not herein expressly vacated and abandoned and the reserved portion(s) of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by and through their duly authorized representatives as of the day and year first hereinabove written.



*[Signature]*  
Clerk

"DISTRICT"

SOUTH VALLEY SEWER DISTRICT

By: *[Signature]*  
Chairman, Board of Trustees

District LC

By: [Signature]

Its: Manager

**DISTRICT ACKNOWLEDGMENT**

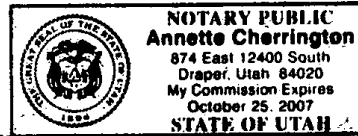
STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 20 day of July, 2007, personally appeared before me **Wayne Ballard**, who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and said Chairman acknowledged to me that the District executed the same.

[Signature: Annette Cherrington]  
Notary Public

My Commission Expires: 10-25-07

Residing in: Draper



**OWNER ACKNOWLEDGMENT**

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 1st day of June, 2007, personally appeared before me Steven B. Oster who being by me duly sworn did say that (s)he is the Manager of **District LC**, a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.



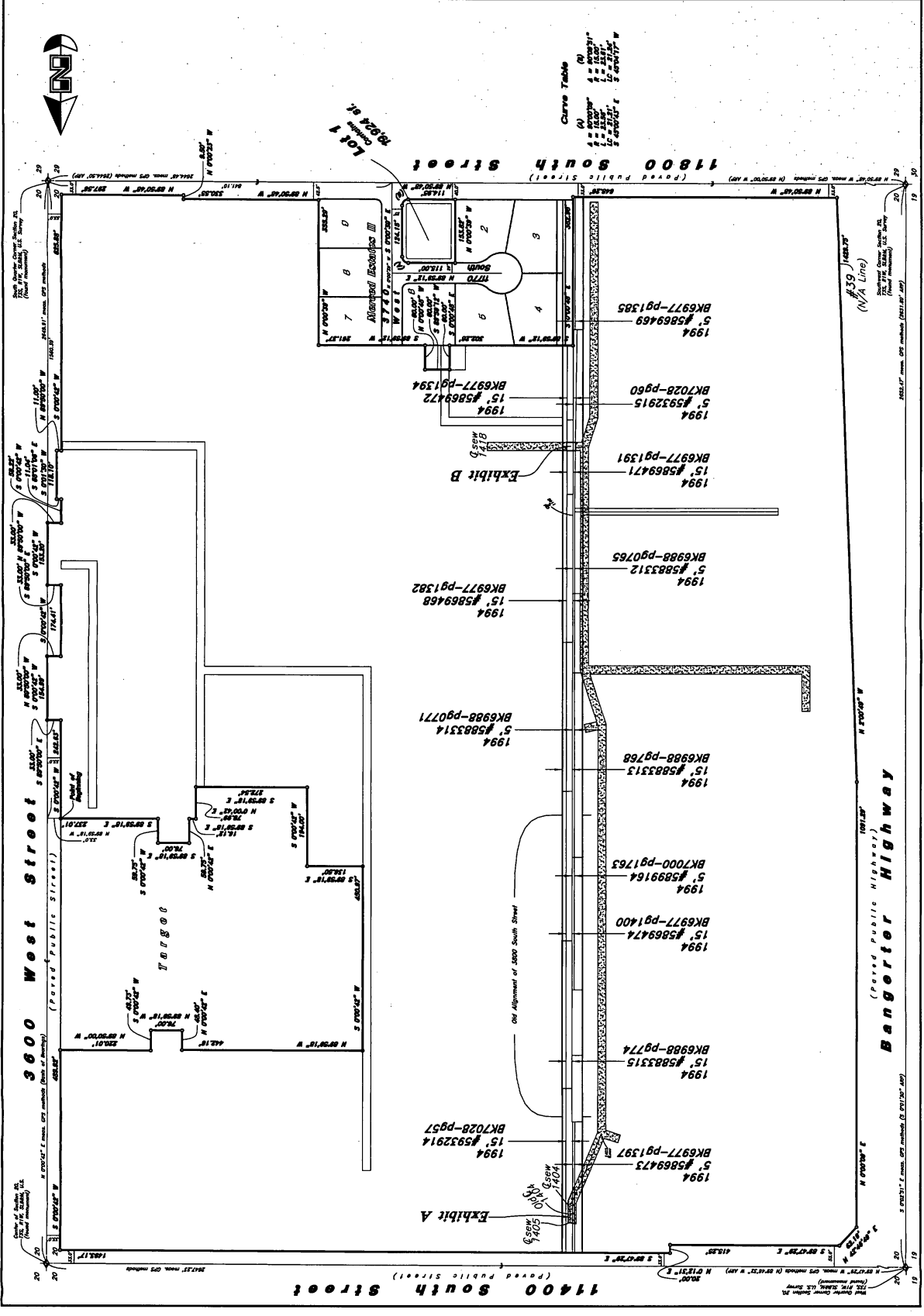
[Signature: Rachael N. Niusulu]  
Notary Public

My Commission Expires: 8-20-07

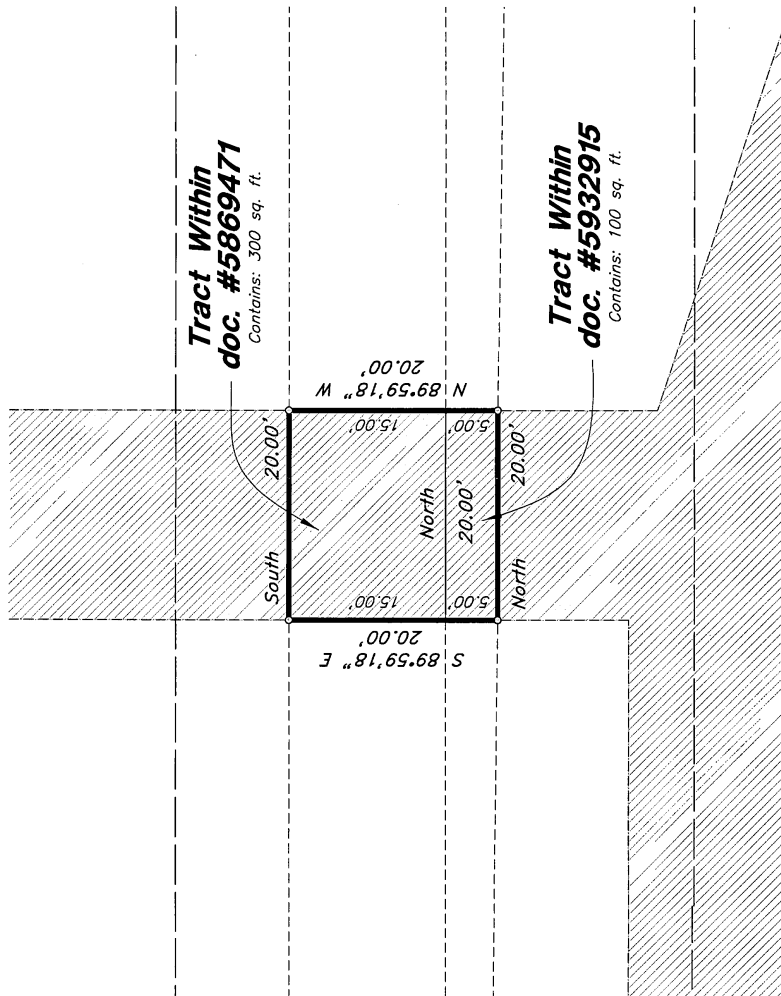
Residing in: Salt Lake City

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. **LANDMARK TITLE COMPANY** hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.



(Less and excepting parcels)



|   |  |                                |
|---|--|--------------------------------|
| <p><b>Easement Exhibit B</b></p> <p><b>District at South Jordan</b><br/>         11400 South Street and Bongart Highway<br/>         South Jordan, Salt Lake County, Utah</p>   |  | <p>15 May 2007</p> <p>3</p>    |
| <p><b>GREAT BASIN ENGINEERING - SOUTH</b><br/>         CONSULTING ENGINEERS and LAND SURVEYORS<br/>         2010 NORTH RIVERWOOD ROAD, P.O. BOX 15747<br/>         SALT LAKE CITY, UTAH 84116<br/>         (801) 488-8829 FAX (801) 488-8828<br/>         (801) 488-2108 FAX (801) 488-8821</p> |  | <p>DATE</p> <p>DESCRIPTION</p> |