

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

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11/19/2007 09:11 AM \$0.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SANDY SUBURBAN IMP. DISTRICT
PO BOX 7
SANDY UT 84091-0007
BY: ZJM, DEPUTY - WI 7 P.

GRANT OF RIGHT OF WAY AND EASEMENT

This Grant of Right of Way and Easement is entered into this the 14TH day of NOVEMBER, 2007, by SANDY TECHNOLOGY CENTER II, L.L.C. ("Grantor"), and SANDY SUBURBAN IMPROVEMENT DISTRICT ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties."

RECITALS:

- A. Grantor either owns or has an interest in 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 dated even date herewith, Grantee has vacated an earlier easement and right of way affecting the Property.
- C. In consideration of Grantee vacating the prior easement, Grantor has agreed to grant a new easement and right of way to Grantee as described herein ("New Easement"). The New Easement will be created over and across that real property described on Exhibit "B" attached hereto.

NOW THEREFORE, in consideration of Grantee's vacation of the earlier easement and for good and valuable other consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor hereby grants and agrees as follows:

- 1. Grant of New 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 reuse water pipe ("Sewer Pipe") over, across and under the real property described on Exhibit "B" attached hereto (the "New Easement").
- 2. Acceptance. By acceptance or use hereon, Grantee agrees to be bound by the New Easement, subject to the following terms and conditions:
 - A. The new Easement and right-of-way shall be non-exclusive as to the portions thereof not directly and actually comprising the Sewer Pipe and are 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 new Easement, so long as such roads, driveways and bridges do not impair Grantee's use.
 - (ii) During construction periods, Grantee and its agents may use such portion of the property along and adjacent to said construction or repair of said Facilities. The Contractor performing the work shall restore all property, through which the work traverses to as near its original condition as is reasonable possible.
 - (iii) Such landscaping as shall be determined from time-to-time 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 New Easement area. Grantee may remove any landscaping, trees, shrubbery, posts and fencing as is necessary to facilitate repairs or service the lines in the New Easement area. In addition, either Party shall have the right, but not the obligation, to remove weeds, brush, trees and trash from the New Easement.
- C. Grantor shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of the Grantor, and may be assigned in whole or in part by Grantee.
3. Indemnity. Grantor agrees to indemnify and hold 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 crossing the New Easement.
4. Compliance with Law. Grantee shall comply with all City, County, State and Federal laws and ordinances in the installation, operation, maintenance, repair and/or replacement of the Sewer Pipe over the New Easement. Grantor shall reasonably cooperate with Grantee in permitting maintenance and repairs of Grantee's Sewer Pipe in the New Easement, including not obstructing access to the New Easement.
5. Binding. This Agreement shall be binding upon and accrue to the benefit of the successors or assignees of each of the parties hereto.
6. Counterparts. This Agreement may be executed in counterparts, and when all indicated signatories have executed this Agreement, whether or not on the same counterpart thereof, this Agreement shall be as fully binding as if all parties had executed one form of this Agreement.

7. Miscellaneous. This Agreement and the Release and Vacation of Right of Way and Easement dated even date herewith, contains all the terms, covenants, and conditions between the parties hereto with respect to the subject matters treated herein. This Agreement may be amended or supplemented only by a written agreement executed by all parties hereto or their successors or assigns. This Agreement 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 Agreement as of the day and year first above written.

GRANTOR:

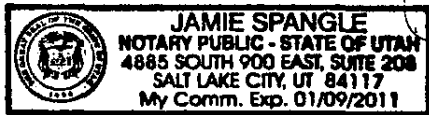
SANDY TECHNOLOGY CENTER II, L.L.C.

By: *John B. Tebb*

Its: MEMBER

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of November, 2007 by John B. Tebb, on behalf of _____



Jamie Spangle
Notary Public

My Commission Expires: 1/9/2011

EXHIBIT "A"

20' Sanitary Sewer Easement

Beginning at a point being South 12°57'35" East 329.60 feet along the center line of Sandy Parkway and West 311.05 feet from a Street Monument at Sandy Parkway and South Ridge Circle and running:

thence South 01°41'05" East 20.00 feet;
thence South 88°18'55" West 123.80 feet;
thence South 23°30'58" West 293.93 feet;
thence South 89°56'20" West 21.82 feet;
thence North 23°30'58" East 315.35 feet;
thence North 88°18'55" East 136.49 feet to the point of beginning.

Contains 8,696 square feet. 0.20 acres.

20' Sanitary Sewer Easement

Beginning at a point being South 12°57'35" East 350.11 feet along the center line of Sandy Parkway and West 315.06 feet from a Street Monument at Sandy Parkway and South Ridge Circle said point also being North 00°29'58" West 178.65 feet along the section line and East 1,044.16 feet from Southwest Corner, Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

thence North 01°41'05" West 43.66 feet;
thence North 89°57'36" East 20.01 feet;
thence South 01°41'05" East 43.08 feet;
thence South 88°18'55" West 20.00 feet to the point of beginning.

Containing 867 square feet or 0.02 acres.

20' Sanitary Sewer Easement

Beginning at a point being South 12°57'35" East 613.43 feet along the center line of Sandy Parkway and West 368.82 feet from a Street Monument at Sandy Parkway and South Ridge Circle said point also being South 00°13'50" West 77.97 feet along the section line and East 1,048.22 feet from Southwest Corner, Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

thence North 00°00'38" East 75.91 feet;
thence North 01°41'05" West 14.46 feet;
thence North 88°18'55" East 20.00 feet;
thence South 01°41'05" East 14.76 feet;
thence South 00°00'38" West 76.20 feet;
thence West 20.00 feet to the point of beginning.

Containing 1,813 square feet or 0.04 acres.