

When recorded, return to:

Cottonwood Improvement District  
8620 South Highland Drive  
Sandy, Utah 84093

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01/09/2008 02:57 PM \$0.00  
Book - 9557 Pg - 4569-4573  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
COTTONWOOD IMPROVEMENT DIST  
8620 HIGHLAND DR  
SANDY UT 84093  
BY: ZJM, DEPUTY - WI 5 P.

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

D & M Development Services, LLC ("Grantor"), who is the owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor's Property"), hereby conveys with respect to the Grantor's property only, to the Cottonwood Improvement District, a special District of the state of Utah (the "District" or "Grantee"), of Salt Lake County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a non-exclusive, permanent easement and right-of-way, more specifically described on Exhibit B attached hereto (the "Easement"), for use in common with others, for the purpose of constructing, operating and maintaining one or more underground pipelines in the Easement granted herein for the collection and transportation of wastewater as permitted by the District, in the exclusive discretion of the District, through and under that portion of the Grantor's Property that the Easement transcends (the "Easement Property"), together with a perpetual right of ingress and egress to, from, over and along the Easement Property 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.

Grantee shall bear the reasonable costs of restoration of the construction, maintenance, repair, replacement, augmentation or removal of improvements which Grantee, in its discretion, must remove to exercise the rights of Grantee to use the Easement granted herein for its intended purpose. Grantee shall restore all permanent and non-structural surface improvements to as near the condition of the disturbed improvement prior to the activities of Grantee as reasonably possible together with the areas of Grantor's Property, including the Easement Property, disturbed by such activities of Grantee. In the event Grantee must remove any trees, Grantee shall replace the tree with a similar size and species of tree if such tree is available at a local nursery. If the same size or species of tree is not available at a local nursery, Grantee, in consultation with Grantor, shall replace the tree with an alternative tree which is available at a local nursery. Grantee shall not be required to compensate Grantor for the difference in value between the removed tree and the replacement tree. Grantee shall provide Grantor with at least 10 days prior written notice before conducting any such activities, unless such activities are necessary due to an emergency where the giving of prior notice would not be prudent or practical, in which case Grantee shall provide notice to Grantors as soon as reasonably possible. All activities conducted by Grantee on the Easement Property shall be conducted in a diligent and expeditious manner so as to minimize, to the extent reasonably practicable, any interference with Grantor's use of Grantor's Property, including the Easement Property, and Grantee shall

reasonably cooperate with Grantors in coordinating the timing, location, and extent of Grantee's activities on the Easement Property.

The Grantor and his respective successors in interest hereby forever relinquish the right to construct any building footing, foundation or other structural improvements on the Easement Property which would unreasonably interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of the Easement, unless expressly agreed to in writing by the Grantee. Grantor may, without obtaining the consent of the Grantee, plant or install trees, bushes, flowers, planter boxes, decorative lighting, fencing, berms or other similar improvements on the surface of the Easement Property. Grantee hereby consents to the paving or installation of other hardscaping over the surface of the Easement Property.

The Easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantors, their heirs and successors against any and all liability caused by the acts of the Grantee, their contractors or agents, during the construction, operation, removal, repair, replacement, augmentation 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 is expressly conditioned upon prompt and immediate notice by Grantors, or any one of them, to the Grantee of any claim or demand of which it has actual notice which would cause a claim for indemnification against the Grantee and upon the Grantees right to defend any claim against the Grantors 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.

Any and all notices required or permitted hereunder shall be given in writing and personally delivered, delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

To Grantor:	D & M Development Services, LLC c/o Mark Dalton 7390 S. Creek Road #103 Sandy, Utah 84093  and Mark Dalton 1920 E. Forest Bend Dr. Cottonwood Heights, UT 84121
To Grantee:	Cottonwood Improvement District 8620 South Highland Drive Sandy, Utah 84093

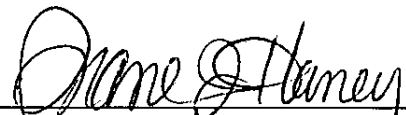
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the \_\_\_\_ day of \_\_\_\_\_, 2007.

**D & M Development Services, LLC**

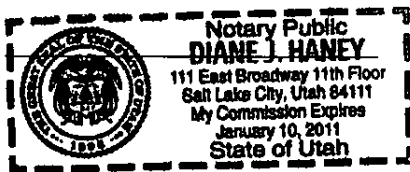
By:   
Mark Dalton, as Representative of D & M  
Development Service, LLC

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

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2007, by Mark Dalton, who represented to me that he was the legal representative of D & M Development Services, LLC and the authority to bind the same.

  
NOTARY PUBLIC  
Residing at: Twelve Utah

My Commission Expires:



Cottonwood Improvement District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair – Board of Trustees

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk – Board of Trustees

**EXHIBIT "A"**

**Legal Description of Grantor's Property**

**Parcel 1:**

Beginning at a point on the Section line 487.0 feet West of the Southeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 225.0 feet; thence West 173.0 feet; thence South 212.0 feet; thence generally south 49 degrees East along the old channel of Little Cottonwood Creek 20 feet, more or less, to the South line of said Section 28, thence East 156.5 feet to the place of beginning.

**Parcel 1A:**

Together with privilege of right of way over the property described as follows: Beginning at a point on the Section line 28 rods West of the Southeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 250.0 feet; thence West 198.0 feet; thence South 25.0 feet; thence East 173.0 feet; thence South 225.0 feet; thence East 25.0 feet to the point of beginning.

**Parcel 2:**

ALSO: Beginning at a point on the North line of Section 33, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being North 89 degrees 48 minutes West 486.90 feet from the Northeast corner of said Section 33; thence South 0 degrees 14 minutes 31 seconds West 10.00 feet to an existing right-of-way fence; thence along said fence North 89 degrees 14 minutes 31 second West 61.50 feet to the center line of Little Cottonwood Creek; thence Northwesterly along said center line to the North line of Section 33 aforesaid; thence along said North line South 89 degrees 48 minutes East 125.60 feet, more or less, to the point of beginning.

Tax Parcel No: 22-28-478-008

**Property Address:**

1920 E. Forest Bend Dr.  
Cottonwood Heights, UT 84121

**EXHIBIT "B"**

**Legal Description of Easement**

A 20 foot wide sewer pipeline easement 10 feet on each side of the following described centerlines:

Beginning at the center of an existing manhole cover in Siesta Drive said point being North 88°49'06" West 1489.55 feet and North 385.25 feet from the Southwest Corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing is South 89°08'53" East from the Southwest Corner to the South Quarter Corner of said Section 27) and running thence N 41-26-17 E 77.81 feet to an existing manhole cover; thence S 84-32-00 E 220.93 feet to an existing manhole cover; thence N 05-09-24 E 324.11 feet to an existing manhole cover; thence S 88-43-07 E 199.17 feet to an existing manhole cover; thence S 06-08-17 E 146.61 feet to an existing manhole cover; thence S 24-15-38 E 165.37 feet to an existing manhole cover; thence S 49-26-13 E 340.05 feet to an existing manhole cover; thence S 89-17-48 E 170.71 feet to an existing manhole cover; thence S 00-32-52 W 227.86 feet to an existing manhole cover; thence S 89-39-53 E 422.26 feet to an existing manhole cover; thence S 89-44-34 E 471.31 feet to the center of an existing manhole cover in Highland Drive and the end of the easement centerline.

ALSO:

Beginning at the center of an existing manhole cover said point being North 88°49'06" West 1489.55 feet and North 385.25 feet and N 41-26-17 E 77.81 feet and S 84-32-00 E 220.93 feet and N 05-09-24 E 324.11 feet and S 88-43-07 E 199.17 feet from the Southwest Corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing is South 89°08'53" East from the Southwest Corner to the South Quarter Corner of said Section 27) and running thence S 84-56-55 E 267.08 feet to an existing manhole cover; thence N 86-03-29 E 144.75 feet to an existing manhole cover; thence S 81-35-27 E 77.78 feet to the center of an existing manhole cover and the end of the easement centerline.