

When recorded return to:

Cottonwood Improvement District
8620 South Highland Drive
Sandy, Utah 84093

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10/29/2008 01:37 PM \$0.00
Book - 9654 Pg - 9454-9455
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD IMPROVEMENT DIST
8620 HIGHLAND DR
SANDY UT 84093
BY: CDC, DEPUTY - WI 7 P.
3

Affects Parcel 22-22-476-005

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

The Gary R. Penrose and Julene C. Penrose Trust, Grantor, does hereby convey and warrant to the Cottonwood Improvement District, a special District of the state of Utah, (the District) Grantee, of Salt Lake County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and right-of-way 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, over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah which are more specifically described below or on exhibit 1 to this easement as follows:


Beginning at the northwest corner of Lot 5 of Sunrise Hills Subdivision #1 according to the official plat thereof recorded as Entry No. 2597884 in Book 74-2, Page 17, in the office of the Salt Lake County Recorder, and running thence along the lot line common to Lot 4 and Lot 5 of said Sunrise Hills Subdivision #1 S 31°52'30" E 80.860 feet to Sunrise Hills Circle; thence along Sunrise Hills Circle and along the arc of a 50.000 foot radius curve to the left 10.068 feet (bearing to center is S 31°52'30" E and included angle is 11°32'13"); thence N 31°52'30" W 55.657 feet; thence S 34°28'30" W 9.083 feet thence N 31°52'30" W 21.834 feet to the west line of said Lot 5; thence along the westerly line of said Lot 5 N 34°28'30" E 20.000 feet to the point of beginning.

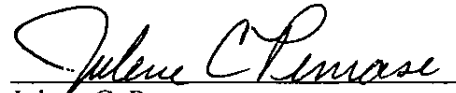
Also granting to the Cottonwood Improvement District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement, which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this easement and covenant and agree that no improvement, trees or structures will be constructed over the surface of the easement granted herein which would interfere with the right of the

District to operate, maintain, repair or replace the sewer pipeline owned by the District.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation 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 are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantees right to defend any claim against the Grantor 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,

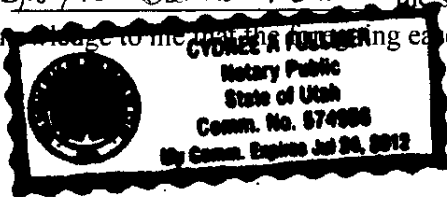
WITNESS the hand of said Grantor this 24th day of October, 2008



Gary R. Penrose


Julie C. Penrose

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 24th day of October, 2008, personally appeared before me Gary R. + Julie C. Penrose the signors of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.




NOTARY PUBLIC
RESIDING AT: Sandy, UT

My Commission Expires: 7/24/2012

EXHIBIT 1

