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2/24/2014 10:54:00 AM \$18.00
Book - 10212 Pg - 8993-8997
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

When Recorded, Mail To:

Mountain Point Business Center,
LLC
Attn: James Seaberg
978 East Woodoak Ln.
Salt Lake City, Utah 84117

ACCOMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

UNDERGROUND WATER EASEMENT 33-11-200-037

1. Grant of Easement. For Ten Dollars (\$10.00), in consideration of the mutual benefits that will accrue by reason of the hereinafter described improvements, and for other good and valuable consideration, the sufficiency of which is acknowledged, MOUNTAIN POINT BUSINESS CENTER, LLC, a Utah Limited Liability Company ("**Grantor**"), grants, bargains, sells, transfers and conveys unto CITY OF BLUFFDALE, a Utah Municipal Corporation ("**Grantee**"), its successors and assigns forever, a permanent, non-exclusive easement and/or right of way for the purpose of installing and maintaining underground water facilities ("**Grant of Underground Water Easement**"), the boundary of which is more precisely described in Exhibit 1 ("**Underground Water Easement Area**").

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") shall have the right to enter upon the Underground Water Easement Area for the purposes permitted by this Grant of Underground Water Easement. Grantee shall enter upon the Underground Water Easement Area at its sole risk and hazard.

3. Reservation by Grantor. Grantor hereby reserves the right to use the Underground Water Easement Area for any use not inconsistent with Grantee's permitted use of the Underground Water Easement Area. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of improvements on the Underground Water Easement Area onto other portions of Grantor's Parcel at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality. Such relocation shall terminate the use of the Underground Water Easement in its prior location.

4. Maintenance and Restoration. Grantor shall have no obligation to maintain and repair any or all improvements installed by Grantee in the Underground Water Easement Area. In the event Grantee damages or harms Grantor's improvements, Grantee shall promptly repair Grantor's improvements to their previous condition.

5. Condition of the Underground Water Easement Area. This Grant of Underground Water Easement to Grantee of the Underground Water Easement Area, together with the area covered by any temporary construction easement, and all aspects thereof is in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS,"

including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Notices. Any notice required or desired to be given to Grantor under this Grant of Underground Water Easement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Mountain Point Business Center, LLC
Attn: James Seaberg
978 East Woodoak Ln.
Salt Lake City, Utah 84117

With copy to: Kirton McConkie
Attn: Ben Hathaway
50 East South Temple, Ste. 400
Salt Lake City, Utah 84111

Grantor may designate a different individual or address for notices, by giving written notice thereof to Grantee in the manner described above.

7. Miscellaneous.

8.1. Applicable Law. This Grant of Underground Water Easement shall be construed in accordance with and governed by the laws of the State of Utah.

8.2. Run with the Land/Successors. Subject to the terms and conditions of this Grant of Underground Water Easement, the easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Grant of Underground Water Easement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

8.3. Integration. This Grant of Underground Water Easement constitutes the entire agreement of Grantor pertaining to the subject matter hereof, and supersedes all prior agreements and understandings between Grantor and any other party pertaining thereto. No covenant, representation, or condition not expressed in this Grant of Underground Water Easement shall affect or be deemed to interpret, change, or restrict the express provision hereof.

8.4. No Public Use/Dedication. The Underground Water Easement Area is and shall at all times remain the private property of Grantor. The use of the Underground Water Easement Area is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, or its successors or assigns, nor the public shall acquire nor be entitled

to claim or assert any rights to the Underground Water Easement Area beyond the express terms and conditions of this Grant of Underground Water Easement.

EXECUTED by Grantor as of the 10 day of February, 2014.

GRANTOR:

MOUNTAIN POINT BUSINESS CENTER, LLC,
a Utah Limited Liability Company

By: [Signature]
Name: James Seaberg
Its: Authorized Agent

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

The foregoing instrument was acknowledged before me this 10 day of February 2014, by James G. Seaberg, the Managing Member of MOUNTAIN POINT BUSINESS CENTER, LLC, a Utah limited liability company.

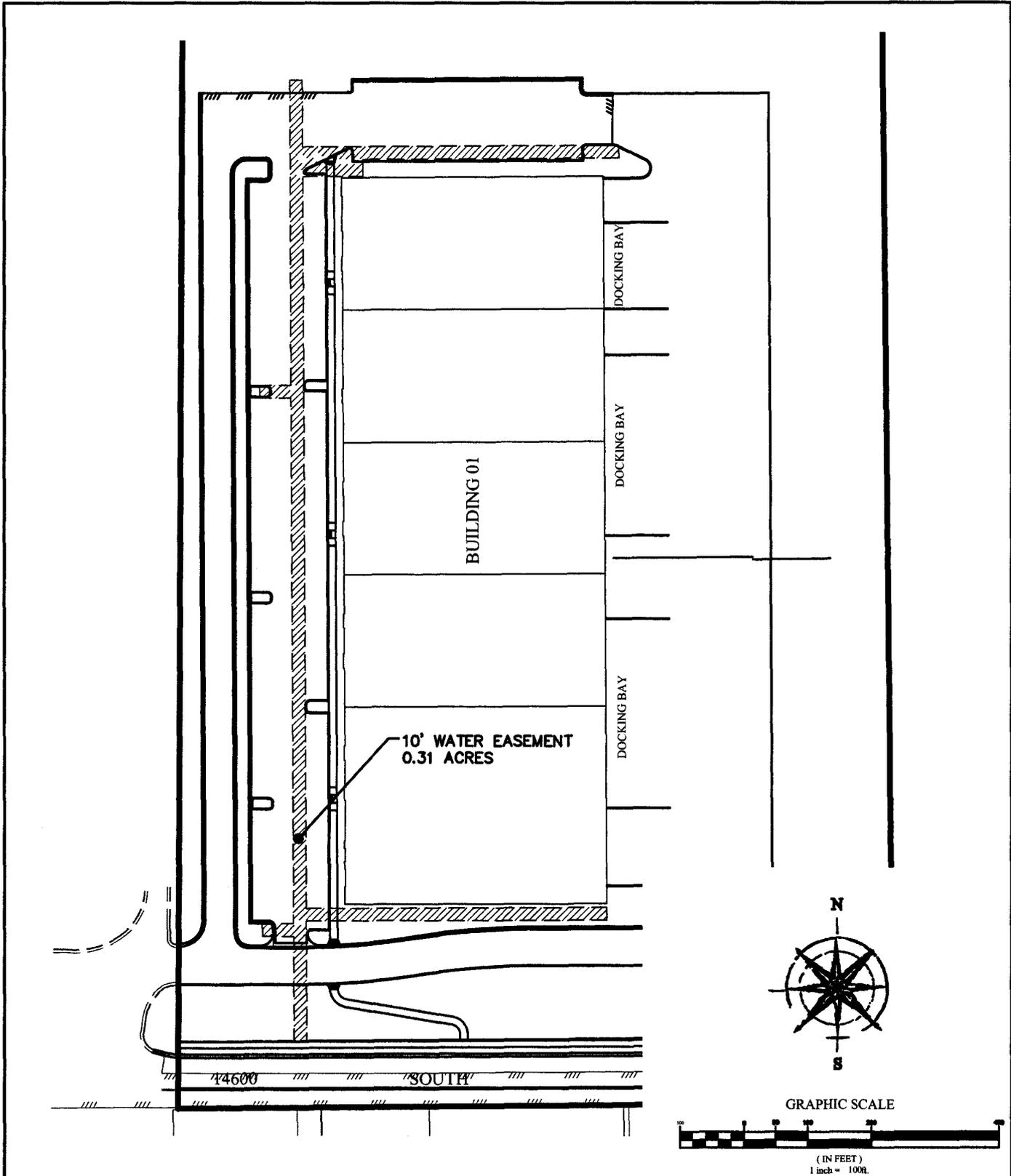
[Signature]
NOTARY PUBLIC
Residing at: Springville Utah



**EXHIBIT 1
TO
GRANT OF UNDERGROUND WATER EASEMENT**

Underground Water Easement Area

BEGINNING AT A POINT LOCATED N89°28'05"E, 601.48 FEET ALONG THE SECTION LINE AND N00°31'55"W 53.00 FEET FROM THE CENTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE N00°15'41"W 82.79 FEET; THENCE S89°44'19"W 24.50 FEET; THENCE N00°15'41"W 10.00 FEET; THENCE N89°44'19"E 24.50 FEET; THENCE N00°15'41"W 414.00 FEET; THENCE S89°44'19"W 24.50 FEET; THENCE N00°15'41"W 10.00 FEET; THENCE N89°44'19"E 24.50 FEET; THENCE N00°15'41"W 239.87 FEET; THENCE N89°44'19"E 10.00 FEET; THENCE S00°15'41"E 52.50 FEET; THENCE N89°44'19"E 248.25 FEET; THENCE S00°15'41"E 10.00 FEET; THENCE S89°44'19"W 201.07 FEET; THENCE S00°15'41"E 13.50 FEET; THENCE S89°44'19"W 47.18 FEET; THENCE S00°15'41"E 576.00 FEET; THENCE N89°44'19"E 236.00 FEET; THENCE S00°15'41"E 10.00 FEET; THENCE S89°44'19"W 236.00 FEET; THENCE S00°15'41"E 94.61 FEET; THENCE S89°28'05"W 10.00 FEET TO THE POINT OF BEGINNING



FOCUS
 ENGINEERING AND SURVEYING, LLC
 502 WEST 8360 SOUTH
 SANDY, UTAH 84070 PH: (801) 352-0075
 www.focusutah.com

**MOUNTAIN POINTE INDUSTRIAL
 PHASE 1
 WATER EASEMENT EXHIBIT**

Date Created:	8/6/13
Scale:	1"=100'
Drawn:	RRH
Job:	12-063
Sheet:	
1 OF 1	