

When recorded return to:

Cottonwood Improvement District
8620 South Highland Drive
Sandy, Utah 84093

14417079 B: 11590 P: 2052 Total Pages: 3
08/01/2025 10:31 AM By: jlucas Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD IMPROVEMENT DIST
8620 HIGHLAND DR SANDY UT 84093



Parcel No(s): 22081080220000, 22081080160000

**GRANT OF EASEMENT
FOR
WASTEWATER COLLECTION AND TRANSPORTATION FACILITIES**

Cottonwood Towns Murray, LLC, ("Grantor") does hereby convey and warrant to the **Cottonwood Improvement District**, a Utah local district (the "District"), 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 accessing, constructing, operating, cleaning, maintaining, repairing, relocating and replacing pipelines, vaults, manholes, meters, telemetry and any other related appurtenances for the collection and transportation of wastewater (collectively "Facilities"), over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah which are more specifically described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 872.79 FEET NORTH $84^{\circ}59'23''$ WEST FROM A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 900 EAST STREET AND VAN WINKLE (SAID MONUMENT BEING NORTH $04^{\circ}54'30''$ WEST 1110.09 FEET FROM A FOUND BRASS CAP MONUMENT IN 900 EAST STREET) SAID POINT OF BEGINNING ALSO BEING 646.88 FEET SOUTH $00^{\circ}05'45''$ WEST AND 1169.17 FEET SOUTH $89^{\circ}54'15''$ EAST MORE OR LESS FROM THE NORTHWEST CORNER SAID SECTION 8; THENCE SOUTH $48^{\circ}59'15''$ EAST 26.19 FEET; THENCE SOUTH $58^{\circ}19'10''$ WEST 29.58 FEET; THENCE NORTH $70^{\circ}41'17''$ WEST 27.23 FEET; THENCE NORTH $67^{\circ}22'00''$ WEST 53.44 FEET; THENCE SOUTH $81^{\circ}40'33''$ WEST 4.58 FEET; THENCE NORTH $78^{\circ}35'34''$ WEST 62.63 FEET; THENCE SOUTH $74^{\circ}36'54''$ WEST 45.45 FEET; THENCE NORTH $77^{\circ}49'00''$ WEST 70.82 FEET; THENCE NORTH $00^{\circ}00'00''$ WEST 25.58 FEET; THENCE SOUTH $77^{\circ}49'00''$ EAST 70.08 FEET; THENCE NORTH $74^{\circ}36'54''$ EAST 45.27 FEET; THENCE SOUTH $78^{\circ}35'34''$ EAST 64.24 FEET;

THENCE NORTH 81°40'33" EAST 7.15 FEET; THENCE SOUTH 67°22'00" EAST 59.64 FEET; THENCE SOUTH 70°41'17" EAST 14.58 FEET; THENCE NORTH 58°19'10" EAST 9.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,057 SQUARE FEET OR 0.162 ACRES.

Grantor further grants and conveys to the District, its contractors and agents, the right of access to the right-of-way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted.

Grantor, and its successors in interest, hereby forever relinquish the right to construct any structures or improvement in the easement area that would interfere with the operation, repair or replacement of the Facilities. The District shall have the right to remove any trees or tree roots (including poisoning of roots from inside of sewer lines), brush, improvements or obstructions of any kind and nature within the right-of-way that may, in District's sole judgment and discretion, injure or interfere with the Facilities without any obligation of restoration or compensation. Grantor shall not bury or cover any manhole or place any other personal property or improvements on or over a manhole. Grantor acknowledges and agrees that the District must be able to access the Facilities at all times in case of a backup or emergency. Accordingly, Grantor shall not place, or allow to be placed, any personal property within the right-of-way that impairs or restricts the District's ability to transport equipment, machinery or vehicles over or through the right-of-way. Grantor shall not change the contour of the ground within the right-of-way without prior written consent of the District, which consent shall not be unreasonably withheld. Subject to the foregoing, the District shall restore, repair or replace, any asphalt, sidewalks, or hard surface paths that are damaged or removed by the District as part of the District's repair or relocation of the Facilities. The District's obligation to repair shall be limited to the actual area disturbed by the District.

This right-of-way, and the obligations, conditions and restrictions set forth herein, shall run with the land and be binding upon the successors and assigns of Grantor, and may be assigned in whole or in part by the District, provided that the District shall not assign this right-of way and easement for any purpose not related to construction or maintenance of wastewater utility facilities. In the event any action, suit or proceeding is commenced with respect to this easement, or to enforce the terms, conditions and restrictions in this easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

[signature page follows]

WITNESS the hand of said Grantor this 30th day of July, 2025.

Sperry
N. 1 W. B. 1 M.

Nathan W. Pugsley, Manager
Cottonwood Towns Murray, LLC

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 30th day of July, 2025, personally appeared before me Nathan W. Pugsley, Manager for Cottonwood Towns Murray, LLC, the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

J. M. M.
NOTARY PUBLIC

