

7121554

When Recorded, Return to:
DRAPER CITY
12441 South 900 East
Draper, Utah 84020

7121554
10/16/98 11:12 AM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
12441 S 900 E
DRAPER, UT 84020
REC BY:A GARAY DEPUTY - WI

GRANT OF STORM DRAIN LINE EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**, SHEA DEVELOPMENT, INC. , a Utah corporation, does hereby grant, convey, sell and set over to CITY OF DRAPER, hereinafter referred to as **Grantee**, its successors and assigns, a perpetual, non-exclusive right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove (without granting any right to Grantee to remove) and replace storm drain lines and related facilities, hereinafter called the **Facilities**, within the property of Grantor (shown on Exhibit "A" hereto for reference purposes), said right-of-way and easement being situate in Salt Lake County, Utah, over and through a parcel of the Grantor's real property lying within a strip twenty (20) feet wide, said strip being ten (10) feet on both sides of the following described centerline:

Beginning at a point, on SNK's North property line, that is North 89°58'23" East 1696.065 feet along the section line and North 1004.825 feet from the Southwest Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 16°33'49" West 337.54 feet to a point on a non-tangent 2994.79 foot radius curve to the right; thence 157.44 along the arc of said curve (bearing to center of curve bears North 66° 48'33" West and through a central angle of 03°00'44") to a point on a non-tangent 5010.00 foot radius curve to the right; thence 339.28 feet, more or less, along the arc of said curve (bearing to center of curve bears North 63°51'53" West and through a central angle of 03°52'48"), to a stream.

BK8127PG1608

TO HAVE AND TO HOLD the same unto the said Grantee, his successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, representatives, agents, contractors, and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove (without granting any right in Grantee to remove) and replace said Facilities, subject to the further terms and conditions set forth below.

1. Nature of Easement. The rights granted hereunder are perpetual assignable (in whole but not in part), non-exclusive and shall benefit certain real property now owned by Grantee located in the South ½ of Section 36, Township 3 South, Range 1 West, SLB&M, which property is known as Salt Lake County Tax Parcel No. 27-36-403-008. These rights are given for the sole purpose of installing, maintaining, operating, inspecting, repairing, protecting, replacing and removing (without granting any right in Grantee to remove) a storm drain line which shall serve Grantor's and Grantee's properties. Accordingly, all of Grantee's rights under this Grant of Easement shall pass by way of any dedication or transfer of such water line to a public utility, governmental service entity or mutual water company or other entity or person; ; provided, however, Grantee may not grant sub-easements or other rights in the subject property to others but must convey the whole of the easement if at all. Grantor retains the right to use, and grant to others the right to use, the above-described property for such other purposes or uses as may not unreasonably interfere with the Facilities or other rights granted to Grantee hereunder. Further, if necessary, Grantor shall be entitled to require Grantee to relocate the Facilities to other property of Grantor, at Grantor's costs and expense. The covenants herein shall run with the lands benefitted hereby and the rights granted herein shall run with the lands burdened hereby. Those persons or entities who shall use or be served by the Facilities are intended beneficiaries

BK8127PG1609

hereunder. Any person or entity which acquires Grantee's rights hereunder shall be bound by and shall perform all of Grantee's obligations hereunder.

2. Temporary Construction Easement. This Grant of Easement shall also include the temporary right to use so much of Grantor's property adjacent to the above-described easement property as may be reasonably necessary for ingress and egress to the property burdened by this Grant of Easement and as may be reasonably necessary for use during construction, repair, replacement and removal of the Facilities. The Grantee and its contractors shall promptly restore to as near its original condition as is reasonably possible, any portion of Grantor's property disturbed during such work on the Facilities. Grantee's use of such temporary construction easement shall require that Grantee coordinate with Grantor, its successors and assigns, and others with rights to use such property.

3. Grantee's Covenants. Grantee, its successors and assigns, shall exercise all rights granted hereunder at their own cost and expense, and shall comply at all times with the following covenants.

a. **Maintenance.** Grantee, its successors and assigns, at their own cost and expense, shall maintain, repair and protect the Facilities and the property subject To this Grant of Easement for so long as such Facilities exists, until transferred to the appropriate utility service.

b. **Design.** Grantee, at its own cost and expense, shall plan, engineer, design and build the Facilities in compliance with the requirements of all regulatory governmental bodies, utilities and adjoining landowners whose land shall be crossed by extensions of the Facilities. Design of the Facilities shall accommodate the location of other utilities within the easement area described above. Grantee's easement shall have no priority over

BK8127PG1610

easements or rights granted to other utilities, governmental bodies, private service companies or others obtaining such rights. Prior to commencing any such construction, Grantee shall submit such plans to Grantor for approval, which shall not be unreasonably withheld.

c. **Construction.** Grantee shall install the Facilities within forty-eight (48) months of the date of this Grant of Easement. If Grantee has not obtained the necessary permits and commenced construction of the Facilities within forty-eight (48) months of the date of this Grant of Easement, this Grant of Easement shall lapse and be of no further force or effect.

d. **Insurance.** Grantee shall obtain and maintain, at its own cost and expense, during construction and thereafter, a policy of liability insurance naming Grantor, as an additional insured, covering against claims arising from Grantee's design, construction, operation or maintenance of the Facilities. This obligation shall continue for only so long as Grantee owns the Facilities.

e. **Indemnification.** As additional consideration for the easement granted hereunder, Grantee hereby indemnifies Grantor and any of its respective members, managers, agents, employees, accountants, attorneys, and affiliates, and assigns of any and all of the foregoing, past and present, and each of them, from and against any claims, demands, damages, suits, actions, or causes of action, of any kind and nature whatsoever, whether known or unknown, whether suspected or unsuspected, and in whatever legal action or form, which may be brought by a third party against the Grantor and/or any and all of its respective members, managers, agents, employees, accountants, attorneys, and affiliates, and successors and assigns of any and all of the foregoing, future, past and

BK8127PG1611

present, which claims, demands, damages, suites, actions, or causes of action, relate to or arise out of the easement granted hereunder, from Grantee's design, construction, operation or maintenance of the Facilities or from any other action by Grantee or any agents or assigns of Grantee on or about the property of Grantor.

4. Miscellaneous. In the event any party takes action to enforce the terms hereof, the prevailing party shall be entitled to recover its attorneys fees and costs incurred therein. The parties hereto intend to benefit any person or entity which may now or in the future use the Facilities or be served thereby, and the covenants and rights granted hereunder are enforceable by such person or entity.

IN WITNESS WHEREOF, the hand of said parties, this 13 day of October,

1998.

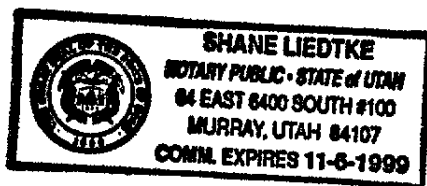
Grantor:
Shea Development, Inc.

By [Signature]
Its Managing Member

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

The foregoing instrument was acknowledged before me this 13 day of October, 1998, by MARC SHEA as Managing Member of Shea Development, Inc..

[Signature]
NOTARY PUBLIC



BK 8127 PG 1612