

10011 S. Centennial Parkway

Please return to:  
Dianne H. Aubrey, CMC/AAE  
Sandy City Recorder  
10000 Centennial Parkway  
Sandy, Utah 84070

7617475  
04/14/2000 09:11 AM NO FEE  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY  
10000 CENTENNIAL PARKWAY  
SANDY UT 84070  
BY: ZJN, DEPUTY - WI 5 P.

7617475

**GRANT OF EASEMENT FOR WATER LINES**

**ONE SANDY CENTER, LLC**, a Utah limited liability company of Salt Lake County, Utah, Grantor, hereby grants, conveys and warrants to **SANDY CITY CORPORATION**, a Utah municipal corporation, Grantee, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a perpetual easement and access right-of-way for the installation, construction, repair, maintenance, inspection, replacement or removal of underground water pipelines for the transportation of water under the premises described on the attached Exhibit "A", together with all rights of ingress and egress along said easement necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation and enjoyment of this easement, the right to go upon so much of Grantor's property as is reasonably necessary to complete the construction of and to maintain the pipelines, and the right to temporarily place dirt, materials, and equipment upon Grantor's property near or adjacent to the easement. The easement is more particularly described as the following property in Salt Lake County, Utah:

A 15.0 foot wide easement for waterline facilities being 7.5 feet each side of the following described centerline:

A part of the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian in Sandy, Utah:

Beginning at a point 39.36 feet North 89°51'37" East, 832.91 feet North 0°08'34" West, 1064.21 feet North 89°58'19" West, and 17.67 feet North 0°00'36" East from the Southeast Corner of said Section 12; running thence East 110.28 feet; thence North 149.00 feet to a point herein after referred to as Point "A"; thence North 40.35 feet to a point herein after referred to as Point "B"; thence North 17.12 feet to a point herein after referred to as Point "C"; thence North 17.79 feet; thence East 356.25 feet to the end point of this easement.

Also:

Beginning at said Point "A" and running South 89°59'42" West 110.26 feet to the end point of this easement.

Also:

Beginning at said Point "B" and running South 89°57'25" East 22.37 feet to the end point of this easement.

Also:

Beginning at said Point "C" and running East 26.94 feet and North 9.24 feet to the end point of this easement.

Said easement is more particularly depicted in yellow on the attached site plan as Exhibit "<sup>A</sup>~~B~~" hereto.

Notwithstanding Grantor's grant of such easement, Grantor hereby reserves any and all rights to use the real property for any and all purposes that do not unreasonably interfere with the use thereof by Grantee for the purposes specified herein. This reservation does not include the right to locate or erect permanent structures on top of the water lines or pipes.

Further, notwithstanding anything to the contrary contained in this Easement, Grantor reserves the right to relocate Grantee's underground water lines and pipes, at Grantor's cost, at any time upon prior reasonable notice to Grantee. Grantor agrees to reasonable cooperation with Grantee in the timing and completion of such relocation, and Grantor shall obtain Grantee's prior approval for the relocation of such water lines and pipes, which approval shall not be unreasonably withheld. The purpose of this reservation is to permit Grantor to construct additional structure(s) on the premises described on Exhibit "A" hereto and to do so without interference or obstruction of such underground pipelines from Grantee.

Other than the fire sprinkler line, Grantee agrees to regularly maintain and promptly repair, at its sole cost, such underground water lines before and after such relocation, if such relocation occurs.

Grantee, by accepting the easement granted hereunder, hereby indemnifies and holds Grantor (and its successors and assigns) harmless from and against any and all injuries, liabilities, costs (including attorneys fees), damages, claims, and actions arising in connection with Grantee's installation, maintenance, repair, and/or removal of the pipelines referred to herein.

This easement shall be binding on the Grantor and Grantee and their respective successors and assigns.

WITNESS the hand of said Grantor this 28<sup>th</sup> day of March, 2000.

ONE SANDY CENTER, LLC

By Gregory W. Strong  
Its Manager



SANDY CITY

By Tom Dolan  
Its Mayor

ATTEST:

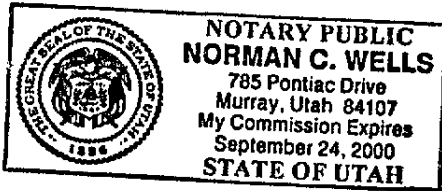
Denise Murray  
City Recorder

STATE OF UTAH )

) ss

COUNTY OF SALT LAKE )

On the 28<sup>th</sup> day of March, 2000, personally appeared before me Gregory W. Strong, who acknowledged that he signed the foregoing instrument on behalf of and with the authority of ONE SANDY CENTER, LLC.



Norman C. Wells  
Notary Public Residing at  
Murray, Utah

My Commission Expires: 9/24/00

STATE OF UTAH )

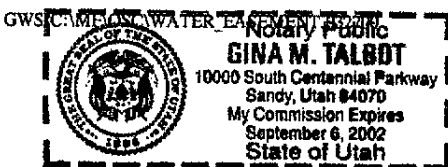
) ss

COUNTY OF SALT LAKE )

On the 7<sup>th</sup> day of April, 2000, personally appeared before me Tom Dolan, who acknowledged that he signed the foregoing instrument on behalf of and with the authority of SANDY CITY.

Asia M. Talbot  
Notary Public Residing at  
Sandy, Utah

My Commission Expires: 9-6-02



SANDY CITY APPROVALS  
dia 3-28-00  
Department JAB  
Risk Mgt. [Signature]  
Budget [Signature]  
Legal Form [Signature]  
Purchasing Compliance n/a

BK8355PG1714

EXHIBIT "A"

Irrigation Note:  
Approved Backflow Preventor to be  
Installed by Landscape Contractor  
(Coordinate with Irrigation design)

