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When recorded please return to:  
Michael Vamianakis  
2982 East Anne Marie Drive  
Salt Lake City, Utah 84121

8395024  
10/23/2002 03:51 PM 20.00  
Book - 8670 Pg - 3760-3764  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
WINDA FITLOW & EASTERLY  
1816 PROSPECTOR AVE  
PARK CITY UT 84060  
BY: ELF, DEPUTY - WI 5 P.

## GRANT OF EASEMENT FOR STORM DRAIN SYSTEM

Clark F. and Jeanne S. Fitzgerald as Trustees of the Clark F. and Jeanne S. Fitzgerald Family Trust ("Grantor"), located at 2032 North Highway 40, Heber City, Utah 84032, is the owner of the real property described in Exhibit A. Michael and Carol Vamianakis ("Grantee"), located at 3557 South 5600 West, West Valley, Utah 84120, is the owner of real property described in Exhibit B. Grantor hereby grants and conveys to Grantee for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a nonexclusive easement described as follows:

**BEGINNING at the Northwest corner of Grantor's property, said point being North 89 59' 10" East along the section line 550.00 feet and North 0 09' 50" West 336.00 feet from the Southwest Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89 59' 10" East along the North line of said Grantor's land 120.00 feet; thence South 0 09' 50" East 10.00 feet; thence South 89 59' 10" West 120.00 feet to a point on the West line of said Grantor's land; thence North 0 09' 50" West along said West line 10.00 feet to the POINT OF BEGINNING.**

1. Scope of Easement. The easement is for the construction, repair, maintenance, inspection, replacement and removal of storm water pipelines to be used for the transportation of storm water under the described premises, together with all rights of ingress and egress along said easement necessary or convenient 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, brushy, 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 the Grantor's property as is reasonably necessary to complete the construction of the pipelines, and the right to temporarily place dirt, materials and equipment upon Grantor's property near or adjacent to the easement.

2. Easement is Appurtenant. The benefit of the easement granted herein is appurtenant to the property described in Exhibit B. Ownership of the easement cannot be severed from ownership of the property described in Exhibit B. This grant of easement is binding upon the Grantor, Grantee and their successors and assigns.

3. Abandonment and Defeasance. The Easement shall cease and determine if the use for which the Easement is granted is formally discontinued, permanently abandoned in fact, or becomes impossible, or the Easement is devoted to a different and inconsistent use, in which case the Easement shall revert to the Grantor, its successors and assigns.

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4. Minimize Impact to Grantor. In construction, repair and removal of the storm drain pipelines the Grantee shall minimize the adverse impact to the Easement corridor and the burdened real property, and the Grantee shall restore any impacted surface property to the condition in which it was found prior to construction, repair or removal of improvements within the Easement at the sole cost to Grantee.

5. Indemnification. The Grantee shall indemnify the Grantor against any liability arising, without limitation, from the construction, operation, maintenance, design, or removal of the Grantee's improvements within the easement.

6. The Grantor shall bear no responsibility or liability for the cost of constructing the storm drain pipelines within the easement.

7. In the event of litigation or binding arbitration to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

8. This easement agreement shall be governed by the laws of the State of Utah.

WITNESS the hand of said Grantor this 15 day of Oct., 2002.

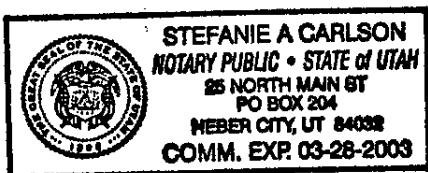
*Clark F Fitzgerald*  
Clark E. Fitzgerald  
Trustee, Clark F & Jeanne S.  
Fitzgerald Family Trust

*Jeanne S. Fitzgerald*  
Jeanne S. Fitzgerald  
Trustee, Clark F. & Jeanne S.  
Fitzgerald Family Trust

STATE OF Utah )  
COUNTY OF Wasatch ) ss

On the 15 day of October, 2002 personally appeared before me Clark E. Fitzgerald who acknowledged that he signed the foregoing instrument.

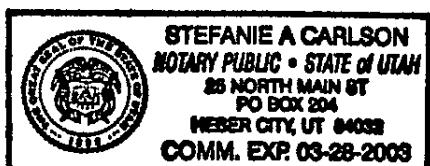
*Stefanie A. Carlson*  
Notary Public



STATE OF Utah)  
COUNTY OF Wasatch) ss

On the 15 day of October, 2002 personally appeared before me Jeanne S. Fitzgerald who acknowledged that he signed the foregoing instrument.

Stefanie A. Carlson  
Notary Public



**EXHIBIT "A"**

**PARCEL A**

Located in Salt Lake County, State of Utah:

BEGINNING AT A POINT 33 1/3 RODS (550.0 FEET) NORTH 89°59'10" EAST FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°09'50" EAST 296.0 FEET; THENCE NORTH 89°59'10" EAST 12 2/3 RODS (209.0 FEET); THENCE SOUTH 0°09'50" WEST 296.0 FEET; THENCE SOUTH 89°59'10" WEST 12 2/3 RODS (209.0 FEET) TO THE POINT OF BEGINNING.

LESS AND EXCEPTING from the above described property the Southerly 40 feet lying within the bounds of 3500 South Street.

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## **EXHIBIT "B"**

### **PARCEL B**

Located in Salt Lake County, State of Utah:

BEGINNING AT A POINT 26 2/3 RODS EAST AND 40 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 6 2/3 RODS; THENCE NORTH 256 FEET TO THE SOUTH LINE OF WORTHINGTON MEADOWS SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 6 2/3 RODS; THENCE SOUTH 256 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 5534 West 3500 South, West Valley, Utah 84120.

The Real Property tax identification number is 14-25-351-043.

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