

9154003

When recorded return to:

Cottonwood Improvement District
8620 South Highland Drive
Sandy, Utah 84093

9154003
08/24/2004 02:11 PM \$0.00
Book - 9029 Pg - 1665-1666
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD IMPROVEMENT DIST
8620 HIGHLAND DR
SANDY UT 84093
BY: SBM, DEPUTY - WI 2 P.

**GRANT OF EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION
AND TRANSPORTATION PIPELINE(S)**

Joey M. Buchan and Rebecca A. Buchan, Grantors, do hereby convey and warrant to the Cottonwood Improvement District, a special District of the state of Utah, (the District) Grantee, of Salt Lake County, Utah, 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 constructing, operating and maintaining one or more underground pipelines in the easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah which is more specifically described as follows:

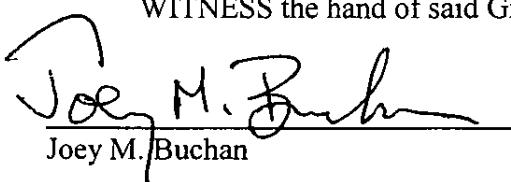
Beginning at the Northernmost corner of Lot 6, Amended Hidden Oaks Estates, No. 4, according to the official plat thereof on file in the office of the Salt Lake County Recorder, and running thence South 42°00' West 226.64 feet; thence South 40.00 feet to Danish Road; thence along said Danish Road East 24.09 feet; thence continuing along Danish Road North 86°03'41" East 20.00 feet; thence North 32°11' East 13.34 feet; thence North 44°10'30" West 31.37 feet; thence North 42°00' East 202.78 feet; thence North 30°32'06" West 26.21 feet to the point of beginning.

Also granting to the Cottonwood Improvement District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater. The Grantors and its successors in interest hereby forever relinquish the right to construct any improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this easement and covenant and agree that no improvement, trees or structures will be constructed

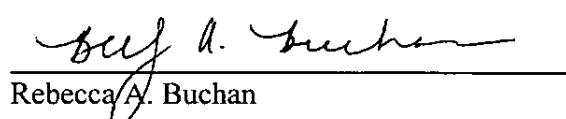
over the surface of the easement granted herein which would interfere with the right of the Grantee to operate, maintain, repair or replace the sewer pipeline constructed by or for the Grantee.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantors, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer pipeline provided for in this easement; the Grantors right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantees right to defend any claim against the Grantors which would cause a claim of indemnification against the Grantors. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

WITNESS the hand of said Grantors this 19th day of AUGUST, 2004.



Joey M. Buchan
Joey M. Buchan

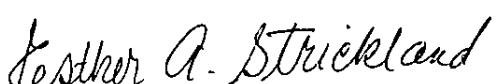


Rebecca A. Buchan
Rebecca A. Buchan

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 19th day of AUGUST, 2004, personally appeared before me Joey M & Rebecca A. Buchan the signors of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantors.

My Commission Expires:
JUNE 16, 2005


NOTARY PUBLIC ESTHER A. STRICKLAND
RESIDING AT: SALT LAKE CITY

