

WHEN RECORDED MAIL TO:  
GRANGER-HUNTER IMPROVEMENT DISTRICT  
P.O. BOX 701110  
WEST VALLEY CITY, UT 84170-1110

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01/30/2012 10:32 AM \$0.00  
Book - 9986 Pg - 5888-5898  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
GRANGER-HUNTER IMP. DISTRICT  
PO BOX 701110  
MVC UT 84170  
BY: ZJM, DEPUTY - WI 11 P.

**GRANT OF EASEMENT  
(10.00' Perpetual Easement)**

**Granger-Hunter Improvement District  
10.00' Wastewater Pipeline Easement  
Located in the Southwest Quarter of Section 28,  
Township 1 South, Range 1 West,  
Salt Lake Base & Meridian**

Affects Parcel No. 15-28-276-022  
15-28-276-024  
15-28-276-025

For valuable consideration, receipt of which is hereby acknowledged, Mark L. Green, as Trustee of the Mark L. Green Family Trust, Mark L. Green, as Trustee of the Michael G. Kampros Family Trust, Paul M. Jensen, as Trustee of the Paul M. Jensen Trust, and Harvard Place LLC, a Utah limited liability company (collectively, "Grantor"), hereby grant and convey to the Granger-Hunter Improvement District, a body politic of Salt Lake County, State of Utah ("Grantee"), its successors and assigns, (a) a non-exclusive, permanent ingress, egress, and right-of-way easement (the "Permanent Easement") to construct, reconstruct, operate, repair, replace and maintain an underground sewer pipeline and underground appurtenant structures necessary to operate such sewer pipeline (collectively, the "Facilities"); and (b) a non-exclusive temporary construction easement (the "Temporary Construction Easement") for the purpose of constructing the Facilities, all on, over, across and through the following described tracts of land in Salt Lake County, State of Utah and depicted on Exhibit A attached hereto and incorporated herein by this reference:

**Permanent Easement**

An easement 10 feet wide extending 5 feet east of and 5 feet west of and adjacent and parallel to the following described line of reference and proposed force main alignment:

Beginning on the Grantor's south property line, said point being South 89°56'00" West along the Section Line 316.36 feet and North 38.48 feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 33°45'00" West 52.73 feet; thence North 78°45'00" West 298.03 feet; thence North 325.39 feet, more or less, to the Grantor's north property line.

Contains 0.155 acres (approximately 6,762 square feet), more or less (the "Permanent Easement Property").

**Temporary Construction Easement**

An easement 15 feet wide with an eastern boundary line located 5 feet east of and a western boundary line located 20 feet east of and adjacent and parallel to the above described line of reference.

Contains 0.232 acres (approximately 10,096 square feet), more or less (the "Temporary Construction Easement Property" and together with the Permanent Easement Property, the "Easement Property").

Grantor and Grantee agree to be bound by the following terms and conditions. Recording of this instrument shall be conclusive evidence of acceptance by Grantee of all of the terms and conditions set forth herein.

1. Temporary Construction Easement Duration. The Temporary Construction Easement shall continue in force and effect until the earlier of (a) such time as the construction of the Facilities is complete; or (b) October 1, 2012, at which time the Temporary Construction Easement shall be automatically extinguished.

2. Grantor Use. The Temporary Construction Easement and Permanent Easement shall be non-exclusive and Grantor shall retain the right to make use of Grantor's property of which the Easement Property is a part (the "Grantor's Property"), including the right to place roads, sidewalks and other improvements on the Easement Property; provided, however, that Grantor shall not construct any permanent buildings, fences, walls or other structures or improvements requiring any subsurface footing on the Permanent Easement Property, or plant on the Permanent Easement Property any large trees or large shrubs whose roots could reasonably be expected to materially interfere with Grantee's Facilities, or otherwise do anything or take any action that would unreasonably interfere with Grantee's rights to use the Easement Property as herein set forth in a material manner. The Easement Property shall be utilized so as to minimize any damages to the Grantor's Property and the impact on the use, enjoyment or development by Grantor of the Grantor's Property. Notwithstanding anything to the contrary in this instrument, except with respect to rights of third parties already existing as of the date hereof or as otherwise agreed in writing by Grantee, Grantor shall not, and shall not grant to third parties the right to, install or construct any other utility pipeline (a) within twenty-four inches (24") of Grantee's pipeline, or (b) that runs parallel to Grantor's pipeline within the Permanent Easement.

3. Grantee's Work. All of the work conducted by Grantee pursuant to its rights hereunder (the "Work") shall be conducted at Grantee's sole risk and expense. The Work shall conform to, and shall be conducted in accordance with any and all applicable ordinances, laws, rules and regulations relating to building, fire, sanitary, safety and other relevant matters. Grantee shall pursue any and all of the Work diligently to completion. Grantee shall bury all Facilities at least five (5) feet below the existing mean grade of the Permanent Easement Property. Grantee shall not permit any lien or claim of mechanics, laborers or materialmen to be recorded against the Grantor's Property, or any part thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee. If such lien is recorded against the Grantor's Property, then, within fifteen (15) days after Grantee receives notice of the filing or recording of any such lien, Grantee shall cause the same to be discharged of record, or at Grantee's option, Grantee may contest the validity of such lien, so long as Grantee provides a payment bond in an amount equal to 100% of the lien to secure Grantor's interests.

4. Relocation of Pipeline. Grantor shall have the right to relocate the Permanent Easement and the Facilities at its sole cost and expense upon reasonable written notice to Grantee; provided that, Grantor's relocation of the Facilities shall not interfere with the operation thereof and Grantor shall not relocate the Facilities without prior written approval from Grantee that the proposed relocation is suitable for Grantee's use, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall exercise its relocation rights hereunder in a manner to avoid any interruption in the operation of the Facilities. Grantee agrees to cooperate with Grantor in recording in the Salt Lake County Recorder's Office, any document memorializing this relocation.

5. Restoration. Grantee agrees that if, in connection with the use, occupation and enjoyment of the Easement Property, any portion of the Grantor's Property is damaged or disturbed by or at the direction of Grantee, then, Grantee shall promptly (and in any event within thirty (30) days) repair or replace the Grantor's Property to a condition substantially similar to that existing before any such damage or disturbance. Grantee agrees to pay to Grantor, within 30 days after receipt of an invoice therefor from Grantor, the amount of any losses to Grantor or damages to Grantor's Property, which were not remedied by Grantee, arising from or related to Grantee or its contractor performing the Work on the Grantor's Property. The terms of this Section shall survive the termination or expiration of this instrument.

6. Indemnification.

a. Grantee agrees to indemnify, defend and hold harmless Grantor and its successors and assigns, from any and all claims, actions, causes of action, losses, expenses (including reasonable attorney's fee), damages, and any and all other liabilities of any character whatsoever (collectively, "Losses") arising out of, related to, or in connection with (a) the use of the Easement Property by Grantee or Grantee's agents, representatives or employees; or (b) any breach of Grantee's obligations under this instrument, unless such Losses are caused by the negligence or willful misconduct of Grantor, its agents or employees. Notwithstanding the foregoing, in no event shall Grantee be liable to the Grantor and its successors and assigns for any special, indirect, incidental, punitive or consequential damages. The terms of this Section shall survive the termination or expiration of this instrument.

b. Grantor agrees to indemnify, defend and hold harmless Grantee and its successors and assigns, from any and all Losses arising out of, related to, or in connection with (a) the use of the Easement Property by Grantor or Grantor's agents, representatives or employees; or (b) any breach of Grantor's obligations under this instrument, unless such Losses are caused by the negligence or willful misconduct of Grantee, its agents or employees. Notwithstanding the foregoing, in no event shall Grantor be liable to the Grantee and its successors and assigns for any special, indirect, incidental, punitive or consequential damages. The terms of this Section shall survive the termination or expiration of this instrument.

7. Hazardous Substances. Grantee shall not permit any contamination, dumping or other Hazardous Substance (as defined below) to be left or disposed on or under or to contaminate the Grantor's Property in violation of Applicable Law (as defined below) and, further, shall not create, exacerbate or cause any Environmental Condition (as defined below) on or about the Grantor's Property. For purposes hereof, "Environmental Condition" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the effects thereof, (c) noncompliance with or violation of Applicable Law including, without limitation, any lack of required governmental permits or approvals; "Hazardous Material" means (i) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (ii) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (iii) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons; and "Applicable Law" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

8. Insurance. At all times while the Permanent Easement is in effect, Grantee shall maintain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor), written on an occurrence basis and including contractual liability coverage to cover Grantee's indemnity obligations hereunder. Such policy shall have a limit of liability of \$2,000,000.00 combined single limit per occurrence. Such policy shall name Grantor as an additional insured. Within 10 days after request by Grantor, Grantee shall provide to Grantor evidence acceptable to Grantor of insurance meeting the requirements of this Section. In the event Grantee fails to obtain and maintain insurance, or to provide evidence thereof, as required herein, Grantor shall have the right, but not the obligation, to purchase such insurance in its own name or in the name of Grantee, and Grantee shall reimburse Grantor for the cost of such insurance on demand.

9. Disclaimer of Warranties. The Easement Property shall be delivered by Grantor and accepted by Grantee in its then-existing condition (that is, "as is," "where is," and "with all faults"), and Grantor has not made, and expressly disclaims, any actual or alleged representation or warranty, express or implied, with respect to the Easement Property, including, without limitation, any representation or warranty regarding the fitness or suitability of the Easement Property for Grantee's intended use. Grantee waives any claim of

liability against Grantor based on any statement, representation, warranty, covenant, undertaking or agreement which may have been made by Grantor or any person representing or purporting to represent Grantor in connection with the Easement Property.

10. Amendment. This instrument may not be modified except with the consent of Grantor and Grantee, and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Salt Lake County, State of Utah.

11. No Waiver. Any failure of either party hereto to enforce any of the provisions of this instrument or to require compliance with any of its terms at any time during the pendency of this instrument shall in no way affect the validity of this instrument, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this instrument shall be limited to its express terms and shall not otherwise increase, modify, alter, or otherwise impair the obligations of the party giving such consent or approval or otherwise reduce the obligations of the party receiving such consent or approval.

12. No Third Party Beneficiaries; No Public Dedication. Nothing in this instrument is intended to create an enforceable right, claim or cause of action by any third party against any party to this instrument. Nothing contained in this instrument shall be deemed or considered to be a dedication of all or any part of the Grantor's Property for the general public or for any other public purpose whatsoever.

13. Attorneys' Fees. In the event that Grantor or Grantee fail to perform any of their respective obligations under this instrument or in the event a dispute arises concerning the meaning or interpretation of any provision of this instrument, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs, the fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, water consultants, arbitrators, mediators, and court reporters.

14. Miscellaneous Provisions.

- a. Captions. The captions contained in this instrument are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this instrument or the intent of any provision contained herein.
- b. Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this instrument shall not affect the validity of the remaining portions of this instrument so long as the material purposes of this instrument can be determined and effectuated.
- c. Governing Law. This instrument shall be governed by, construed and enforced in accordance with the laws of the State of Utah. Any legal suit, action or proceeding against Grantor or Grantee arising out of or relating to this instrument shall be instituted in any federal or state court in Utah, and Grantor and Grantee each waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and Grantor and Grantee each hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.
- d. No Joint Venture. Neither this instrument nor anything contained herein shall be deemed to make Grantor in any way or for any purpose a partner, joint venturer or associate in any relationship with Grantee other than that of Grantor, as grantor of the Temporary Construction Easement and the Permanent Easement, and Grantee, as grantee of the Temporary Construction Easement and the Permanent Easement, nor shall this instrument or any provision thereof be construed to authorize either to act as agent for the other.

- e. Counterparts. This instrument may be executed in one or more counterparts and all such counterparts, taken together, shall constitute one and the same instrument. Time is of the essence of every provision herein.
- f. Entire Agreement. This instrument contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

[Signatures and Acknowledgments on the Following Pages]

GRANTOR:

[Signature]  
Mark L. Green, Trustee of the Mark L. Green Family Trust

STATE OF UTAH )

COUNTY OF Utah Salt Lake ) ss

The foregoing easement was acknowledged before me on the 12 day of Sept 2011, by Mark L. Green, as Trustee of the Mark L. Green Family Trust, who acknowledged that he is authorized to execute the foregoing for and on behalf of said trust.

[Signature]  
Notary Public

[Signature] Trustee  
Mark L. Green, Trustee of the Michael G. Kampros Family Trust



NOTARY PUBLIC  
JAMEE JARDINE  
1375 Foothill Drive  
Salt Lake City, Utah 84108  
My Commission Expires  
October 31, 2011  
STATE OF UTAH

STATE OF UTAH )

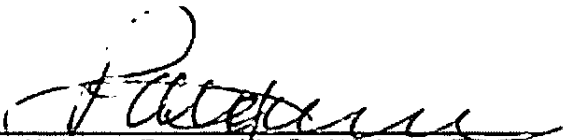
COUNTY OF Salt Lake ) ss

The foregoing easement was acknowledged before me on the 12 day of Sept 2011, by Mark L. Green, as Trustee of the Michael G. Kampros Family Trust, who acknowledged that he is authorized to execute the foregoing for and on behalf of said trust.

[Signature]  
Notary Public

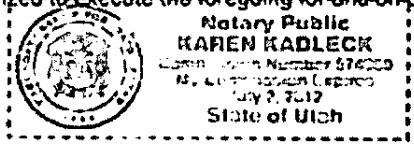


NOTARY PUBLIC  
JAMEE JARDINE  
1375 Foothill Drive  
Salt Lake City, Utah 84108  
My Commission Expires  
October 31, 2011  
STATE OF UTAH

  
Paul M. Jensen, Trustee of the Paul M. Jensen Trust

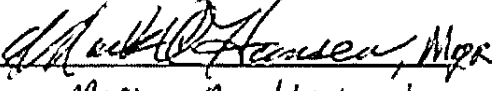
STATE OF UTAH )  
COUNTY OF Salt Lake ) SS

The foregoing easement was acknowledged before me on the 8<sup>th</sup> day of September, 2011, by Paul M. Jensen, as Trustee of the Paul M. Jensen Trust, who acknowledged that he is authorized to execute the foregoing for and on behalf of said trust



  
Notary Public

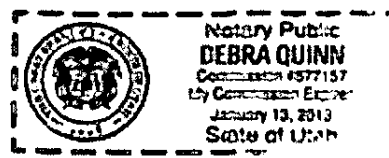
Harvard Place LLC, a Utah limited liability company

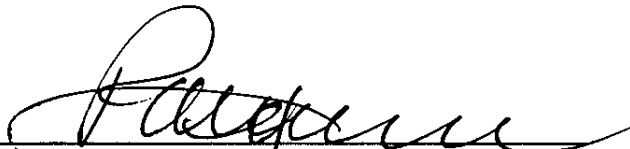
By   
Printed MARK A. HANSEN  
His MANAGER OF HARVARD PLACE LLC

STATE OF UTAH )  
COUNTY OF Salt Lake ) SS

The foregoing easement was acknowledged before me on the 12<sup>th</sup> day of September, 2011, by Mark A. Hansen the Manager of Harvard Place LLC, a Utah limited liability company, who acknowledged that he/she has been authorized by all necessary company action to execute the foregoing for and on behalf of said limited liability company

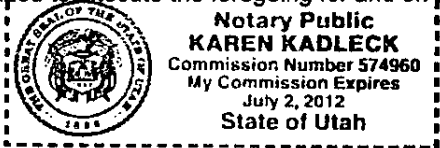
  
Notary Public



  
Paul M. Jensen, Trustee of the Paul M. Jensen Trust

STATE OF UTAH )  
COUNTY OF Salt Lake ) : ss

The foregoing easement was acknowledged before me on the 8<sup>th</sup> day of September, 2011, by Paul M. Jensen, as Trustee of the Paul M. Jensen Trust, who acknowledged that he is authorized to execute the foregoing for and on behalf of said trust.



  
Notary Public

Harvard Place LLC, a Utah limited liability company

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) : ss

The foregoing easement was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ the \_\_\_\_\_, of Harvard Place LLC, a Utah limited liability company, who acknowledged that he/she has been authorized by all necessary company action to execute the foregoing for and on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public



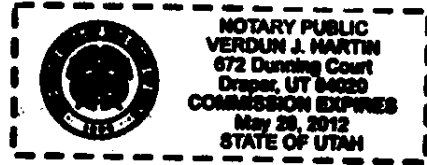
**GRANTEE:**

Granger-Hunter Improvement District,  
a body politic of Salt Lake County, State of Utah

By: *Clint Jensen*

Printed: *Clint Jensen*

Its: *General Manager*



STATE OF UTAH )  
COUNTY OF *Salt Lake* ) ss

The foregoing easement was acknowledged before me on the *19<sup>th</sup>* day of *September*, 2011, by *Clint Jensen* the *General Manager*, of Granger-Hunter Improvement District, a body politic of Salt Lake County, State of Utah, who acknowledged that he/she has been authorized by all necessary company action to execute the foregoing for and on behalf of said improvement district.

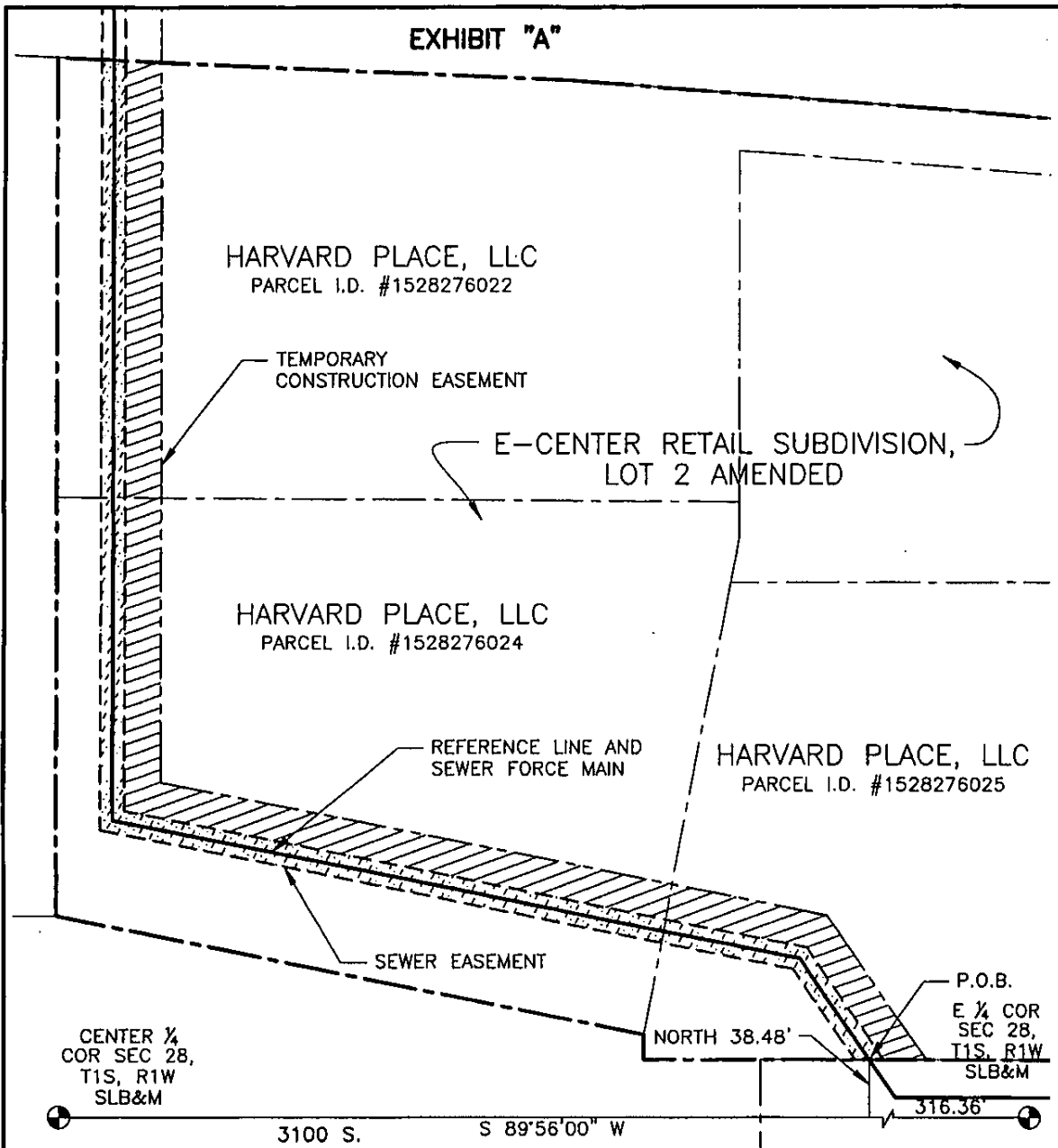
*Verdun J. Martin*  
Notary Public

**Exhibit A  
To  
Grant of Easement**

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Depiction of the Permanent Easement Property and Temporary Construction Easement Property

EXHIBIT "A"



GRANTOR(S): HARVARD PLACE, LLC  
 PARCEL I.D.#:  
 15-28-276-022, 15-28-276-024, 15-28-276-025

GRANGER-HUNTER IMPROVEMENT DISTRICT  
 SEWER EASEMENT  
 LOCATED IN  
 SEC. 28, T. 1 S., R. 1 W.  
 SALT LAKE BASE & MERIDIAN, U.S. SURVEY



SCALE: 1"=60'

DRAWN: PC	CHECKED: BP	APPROVED: CB
DATE: 05-2010	PROJECT NUMBER: 046-10-01	

P:\Granger-Hunter\Wastewater Pump Stations\Decker Main PS Rehab\Drawings\Figures\Easements.dwg May21,2010 - 11:58am