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Book - 10836 Pg - 4349-4353  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
MIND & MOTION LLC  
215 S STATE ST  
STE 1200  
SALT LAKE CITY UT 84111  
BY: MGA, DEPUTY - WI 5 P.

When recorded return to:  
Mind & Motion Utah 4400W LLC  
c/o Jason Hardin, Esq.  
215 South State Street, Suite 1200  
Salt Lake City, Utah 84111-2323

Affects: Parcel ID No. 21-06-201-023-0000  
Parcel ID No. 210-6-201-025-0000

### AMENDED AND RESTATED GRANT OF EASEMENT

*This Amended and Restated Grant of Easement amends, restates and supersedes in its entirety that certain Grant of Easement for Construction and Maintenance of Wastewater Collection and Transportation Pipeline(s) dated the 12th day of August 1998, between Valley View Memorial Park, a Utah corporation, as grantor, and Winder Dairy, Inc., a Utah corporation, as grantee, and recorded in the records of the Salt Lake County Recorder's Office, State of Utah, on November 11, 1998, as Entry No. 7145794, Book 8153, Pages 1850 to 1853.*

THIS AMENDED AND RESTATED GRANT OF EASEMENT is made and entered into this 21<sup>st</sup> day of September, 2019, by WASATCH LAND AND IMPROVEMENT COMPANY dba VALLEY VIEW MEMORIAL PARK AND FUNERAL HOME, a Utah corporation, Grantor, in favor of MIND & MOTION UTAH 4400W LLC, a Utah limited liability company, its successors, assigns, tenants and utility providers, Grantee, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

1. Grant of Easement. Grantor does hereby convey and warrant to Grantee a permanent easement and right-of-way (the "Easement") over, across, through and under the real property of Grantor situated in Salt Lake County, Utah, which is more particularly described in *Exhibit A* attached hereto (the "Easement Area"), for the benefit of and to be appurtenant to the property more particularly described in *Exhibit B* attached hereto (the "Benefitted Property"). This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the below activities. During temporary periods, Grantee may temporarily use the property along and adjacent to said right-of-way as may be reasonably necessary. If Grantee needs to use such portion of the property and Grantor has improvements or burials in the area immediately adjacent to the Easement Area, Grantee shall seek guidance from Grantor on how to accomplish Grantee's work in such portion.

2. Use of Easement. The Easement may be used by Grantee for the purpose of installing, constructing, maintaining, operating, inspecting, protecting, making connections to, repairing, replacing, augmenting, removing or relocating underground utilities deemed necessary by the Grantee, including but not limited to two or more underground pipelines, water, fire hydrant water, sewer, wastewater, telephone, cable television, communications, internet, gas, and electricity. Grantor at Grantee's request will execute other documents required by utility companies to allow those companies to utilize the Easement. Grantee shall give advanced notice to Grantor of intent to disturb the subsurface of the Easement Area.

All of the other properties presently served by the sewer lines and laterals referred to on Exhibit "A" may use the Easement Area for the collection and transportation of wastewater.

3. Access. Grantee shall have a perpetual right of ingress and egress to, from and along said right-of-way in connection with the purposes for which this Easement is granted.

4. Grantor's Use of Easement Area. Grantor reserves the right to establish and dedicate public or private streets over, across, or along said right of way. Grantor shall give advance notice to Grantee of Grantor's intent to establish, dedicate, or commence construction of public or private streets in the Easement Area. Grantor's use shall not interfere with Grantee's use of the Easement.

5. Restoration of Easement. Grantee agrees that if it, or any of its agents, perform any repair, construction, installation, maintenance or other work on any portion of the Easement, Grantee agrees to restore the surface condition of the Easement to the same condition as existed prior to the performance of such work.

6. Indemnification. Grantee and Grantor agree to indemnify and hold harmless each other and each other's successors, heirs and assigns against any and all third party claims, liability and damages caused by the acts or omissions of the other, its contractors or its agents related to or arising from the use of the Easement Area. The rights to indemnification and to be held harmless under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the other party of any third-party claim or demand.

7. Notices. All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (i) upon sending of an electronic mail (email) and attachments to the email addresses provided below; or (ii) upon hand delivery to the recipient (or the recipient's refusal to accept delivery); or (iii) upon delivery to the recipient (or the recipient's refusal to accept delivery) via a reputable overnight courier service; or (iv) upon delivery to the recipient (or the recipient's refusal to accept delivery) by certified mail, postage prepaid, with return receipt requested. The proper addresses to which notices, requests, or demands may be given or made by either party shall be the addresses set forth at the end of this section or to such other address(es) or to such other person(s) as any party shall designate in writing in accordance with the provisions of this section.

If to Grantee: Mind & Motion Utah 4400W LLC  
c/o Jason Hardin, Esq.  
215 South State Street, Suite 1200  
Salt Lake City, Utah 84111-2323  
[6brett@gmail.com](mailto:6brett@gmail.com), and  
[jeanne@mail.com](mailto:jeanne@mail.com), and  
[jhardin@fabianvancott.com](mailto:jhardin@fabianvancott.com)

If to Grantor: Valley View Memorial Park-0510  
c/o Ned Nordgren  
4335 West 4100 South  
West Valley City, UT 84120  
[dann.narveson@sci-us.com](mailto:dann.narveson@sci-us.com) and  
[ned.nordgren@dignitymemorial.com](mailto:ned.nordgren@dignitymemorial.com)

8. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms

and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

9. Binding Effect. This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

10. Amendment. This Easement may be amended only by a writing signed by both parties hereto, and recorded in the offices of the Salt Lake County Recorder, State of Utah.

11. Interpretation. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Attorneys' Fees. In the event of any legal, equitable or administrative action or proceeding brought by any party against any other party under this Easement, the prevailing party shall be entitled to recover reasonable fees of its attorneys and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

DATED this 26<sup>th</sup> day of September, 2019.

**GRANTOR:**

WASATCH LAND AND IMPROVEMENT COMPANY dba VALLEY VIEW MEMORIAL PARK AND FUNERAL HOME, a Utah corporation, Grantor



By: [Signature]  
Print name: Ned R. Nordgren  
Title: President

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

On this 26 day of sept, 2019, personally appeared before me Ned Nordgren, who being by me duly sworn did acknowledge that he/she executed the foregoing instrument in his/her official capacity as President of Wasatch Land and Improvement Company dba Valley View Memorial Park and Funeral Home, a Utah corporation.

[Signature]  
Notary Public

**EXHIBIT A**

**Legal Description of Easement Area**

Part of the South half of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian described as follows:

The following described easement is 20.00 feet wide lying 10.00 feet each side of the following described centerline. Beginning at a point which lies South 39.59 feet and East 233.21 feet from the North Quarter corner of said Section 6, said point lies on the south line of 4100 South Street and runs thence South 1° 57'32" West 317.41 feet to an existing manhole; thence South 4° 17'47" East 411.60 feet to an existing manhole; thence South 3°16'46" West 295.99 feet to the north line of Grantee's property (formerly known as the Winder Dairy Property).

Together with an easement for an old sewer lateral line (unknown location) which extends northerly from the north line of the Grantee's property to 4100 South Street and lies west of the newer sewer line and the east line of adjacent property owners as well as the home laterals connecting to this old sewer lateral line.

**EXHIBIT B**

Parcel ID No. 21-06-201-019-0000

**Legal Description Benefitted Property**

Beginning at a point on the Quarter Section Line; said point being South 00°01'25" West, 1062.784 feet from the North ¼ Corner of Section 6, Township 2 South, Range 1 West Salt Lake Base and Meridian; running thence East, 354.048 feet; thence South 00°29'45" West, 25.282 feet to an existing fence; thence South 00°29'45" West, 129.10 feet to an existing fence corner; thence following an existing chain link fence the following courses; South 03°10'21" West, 180.66 feet; thence South 03°23'00" West, 199.05 feet; thence South 78°37'03" West, 18.87 feet; thence North 85°33'53" West, 40.39 feet; thence North 85°15'18" West, 49.29 feet; thence North 81°28'26" West, 38.97 feet; thence North 70°50'37" West, 40.03 feet; thence North 74°29'02" West, 20.05 feet; thence North 81°42'04" West, 30.10 feet; thence North 85°07'20" West, 50.26 feet; thence North 88°26'00" West, 76.84 feet; thence North 00°27'53" East, 219.17 feet; thence North 00°21'54" West, 136.72 feet; thence North 01°40'16" East, 21.29 feet; thence North 28°31'20" East, 9.53 feet; thence North 01°14'49" East, 39.52 feet; thence North 34°54'44" East, 3.89 feet; thence South 81°12'46" East, 20.314 feet to the Quarter Section Line; thence North 00°01'25" East, 69.858 feet along said Quarter Section Line to the point of beginning.