WHEN RECORDED RETURN TO: Draper Spectrum, L.C. 1165 E. Wilmington Ave., Ste. 275 Salt Lake City, UT 84106 12717837 02/16/2018 11:02 AM \$14.00 Book - 10647 Pg - 7755-7757 ADAM GARDINER RECORDER, SALT LAKE COUNTY, UTAH DRAPER SPECTRUM LC 1165 E WILMINGTON AVE STE 275 SALT LAKE CITY UT 84:06 BY: MZA, DEPUTY - WI 3 P.

Affects Parcel No. 28-30-151-056 (Portion)

## SANITARY SEWER EASEMENT

Draper Spectrum, L.C., a Utah limited liability company ("Grantor"), hereby grants, on the terms and conditions set forth herein, a perpetual, non-exclusive easement with respect to the Easement Area (described below), for the purpose of operating, maintaining, repairing and replacing sanitary sewer lines and facilities for the transmission of sanitary sewage through and across the property of Grantor, for the benefit of the owners and occupants of the real property located adjacent to and east of the Easement Area, also known as "Lot 105" (collectively, "Grantee"). The boundaries of the Easement Area to which this Easement applies are set forth on Exhibit "A" attached hereto and incorporated herein. Subject to the requirements described herein, Grantee, its officers, employees and agents shall have the right of reasonable ingress to and egress from the Easement Area across Grantor's property for the purpose of exercising the foregoing easement rights.

The foregoing grant of easement, and any exercise of rights by Grantee pursuant to such grant, is expressly subject to and conditioned upon the following:

Grantor shall have the right to use the Easement Area for any and all purposes whatsoever, provided any such use shall not limit or interfere with Grantee's exercise of its easement rights as set forth herein.

Following any exercise by Grantee of any easement rights set forth herein, Grantee, at Grantee's sole cost, shall promptly restore the property of Grantor to substantially the same condition as existed prior to such exercise.

Grantee assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur on Grantor's property in connection with Grantee's exercise of its rights set forth herein. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to Grantee's exercise of its rights under this Easement.

This Sanitary Sewer Easement is executed as of the date set forth below.

Draper Spectrum, L.C.		
By:		
Name: John R. Thacker	<del>zy</del>	
Title: Manager		
Date: <u>2/16/2018</u>		
STATE OF UTAH	) :ss.	CYNTHIA COBBLEY NOTARY PUBLIC - STATE OF UTAH
COUNTY OF SALT LAKE	)	My Comm. Exp. 05/09/2018 Commission # 676701
The foregoing instrument was ac 2018, by <u>John R. Thac</u> a Utah limited liability company.	knowledg <u>kera y</u>	ged before me this <u>/ 6<sup>TB</sup></u> day of February, , the Manager of Draper Spectrum, L.C.
		NOTARY PUBLIC

## **EXHIBIT "A"**

## LEGAL DESCRIPTION OF EASEMENT AREA

Beginning at a point being South 0°03'30" East 1875.89 feet along the section line and West 2368.54 feet from the North Quarter Corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 0°00'17" West 10.00 feet;

thence North 89°59'43" West 169.54 feet;

thence North 44°51'10" West 50.05 feet;

thence North 89°52'22" West 12.32 feet to the east line of State Street,

thence North 11°35'00" West 10.21 feet along the east line of said State Street;

thence South 89°52'22" East 18.54 feet;

thence South 44°51'10" East 50.04 feet;

thence South 89°59'43" East 165.38 feet to the point of beginning.

Contains 2,329 square feet. 0.054 acres