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1/6/2006 3:44:00 PM \$12.00  
Book - 9241 Pg - 2318-2319  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 2 P.

When recorded return to:  
  
Cottonwood Improvement District  
8620 South Highland Drive  
Sandy, Utah 84093

22-08-406-011

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

COURTESY/RECORDING  
This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of this information.

[AAL COMMUNITIES 13 LLC], Grantor, does 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 are more specifically described below or on exhibit 1 to this easement as follows:

A Twenty-foot (20.00') wide easement, Ten (10.00') on each side of the following described centerline:

Beginning At A The Intersection Of The Easterly Right Of Way Line Of A Publicly Dedicated Roadway And A Sanitary Sewer Main Line, Said Point Being Located South 995.64 Feet And West 1443.30 Feet From The East Quarter Corner Of Section 8, Township 2 South, Range 1 East, Salt Lake Base & Meridian And Running Thence North 74°30'51" East 221.62 Feet To An Existing Sanitary Sewer Main.

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 Grantor 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 Grantor, 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 Grantor which would cause a claim of indemnification against the Grantee. 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 Grantor this 5<sup>th</sup> day of January, 2006.

ARC Communities 13 LLC  
[ Grantor's Name ]  
By: [Signature], Vice President

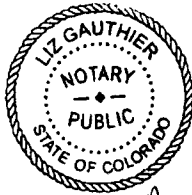
STATE OF COLORADO )  
DENVER )  
COUNTY OF SALT LAKE )

On the 5<sup>th</sup> day of January, 2006, personally appeared before me Scott L. Gress III the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

NOTARY PUBLIC  
RESIDING AT:

My Commission Expires:

August 8, 2009



[Signature]

My commission expires August 8, 2009