

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

13957693 B: 11341 P: 9611 Total Pages: 3
05/24/2022 01:54 PM By: asteffensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SOUTH VALLEY SEWER DISTRICT
PO BOX 629 RIVERTON, UT 84065



Affects Parcel No. 28-30-401-044-0000
CURRENT PROPERTY OWNER(S): DRAPER SCHOOL DEVELOPMENT, LLC
ORIGINAL GRANTOR(S): RAMONA L. RASMUSSEN
WELDON A. RASMUSSEN
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**EASEMENT ABANDONMENT
AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the 24 day of MAY, 2022, by and between the South Valley Sewer District, a political subdivision of the State of Utah, hereinafter referred to as the "District," and the undersigned property owners hereinafter jointly and severally referred to as "Owner."

WITNESSETH:

WHEREAS, the Owner has requested the District to vacate and abandon its existing sewer easement traversing through a portion of Owner's property as more particularly described herein; and

WHEREAS, the District is willing to vacate and abandon its prior sewer easement through Owner's property on condition that Owner is willing to take responsibility for the existing sewer pipeline and facilities located within the prior easement which will not be relocated or removed in connection with this vacation and abandonment of easement; and

WHEREAS, the parties desire to reduce their understanding and agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The District hereby releases, abandons and quitclaims any right, title and interest acquired by the District under that certain easement recorded in Book 6733, Pages 2840-2842, as Entry No. 5582250, in the official records of the Salt Lake County Recorder, State of Utah, unto the present owner or owners as their respective interests may appear therein in the following-described property located in Salt Lake County, State of Utah, *to wit*:

A twenty (20) foot wide sanitary sewer easement, located in the Southwest Quarter of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning on the west line of the GRANTOR's property and the west line of said Southeast Quarter of Section 30 at a point lying Southerly 334.2 feet, more or less, from the Center of said Section 30; and running thence N. 89° 56' 35" E., parallel to the north line of said property, 647.1 feet, more or less, to the east line of the GRANTOR'S property.

Contains: 0.297 acres (approx. 647.1 l.f.).

2. It is expressly understood by the parties that the existing sewer line located within the above-described easement area will not be relocated, removed or changed in any manner by the District.

3. Owner hereby indemnifies and agrees to hold the District, its trustees, officers, employees, representatives, engineers, contractors, agents and assigns harmless from any and all claims, damages, expenses and costs, including attorneys' fees, which may be incurred by the District or its representatives at any time as a result of any damage to any persons or property in connection with or arising out of the continuing location, maintenance or existence of the sewer line within the easement being vacated and abandoned by the District pursuant to this Agreement.

4. Owner hereby releases and forever discharges the District, its trustees, officers, employees, representatives, engineers, contractors, agents and assigns of and from all and any manner of claims, causes of action, suits, demands and damages of whatsoever kind or nature, including costs and attorneys' fees which the undersigned may have or claim based upon or growing out of or connected with the construction, operation, maintenance, abandonment, existence or location of the sewer line located within the easement being vacated and abandoned by the District pursuant to this Agreement.

5. The covenants of the Owner made herein shall be deemed to run with the land and shall be binding upon the Owner, and Owner's heirs, officers, employees, representatives, agents, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by and through their respective or duly authorized representatives as of the day and year first hereinabove written.

“DISTRICT”

ATTEST:

SOUTH VALLEY SEWER DISTRICT

Shaun Mitchell
Clerk

By: De P. [Signature]
Chairman of the Board of Trustees

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

On the 24 day of MAY, 2022, personally appeared before me Derk Timothy, who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of **SOUTH VALLEY SEWER DISTRICT**, a governmental entity, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and acknowledged to me that the District executed the same.



[Signature]
Notary Public

“OWNER”

DRAPER SCHOOL DEVELOPMENT, LLC

By: [Signature]

Its: Manager
Title

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

On the 24 day of May, 2022, personally appeared before me Tyler Lynn Bodrey who being by me duly sworn did say that (s)he is the Manager of **DRAPER SCHOOL DEVELOPMENT, LLC** a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public

My Commission Expires: 9-1-23
Residing in: Salt Lake County

