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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:

Sandy Suburban Improvement District
8855 South 700 West
Sandy, Utah 84070

APN: 27-01-377-007; 010; 013; and 030

GRANT OF SANITARY SEWER EASEMENT

This GRANT OF SANITARY SEWER EASEMENT has been executed on this 28 day of February 2012 by RICHARD N. REESE FAMILY LIMITED LIABILITY COMPANY, L.L.C., a Utah limited liability company (hereinafter "Reese") and THE MARKET, LC, a Utah limited liability company (hereinafter "Market"). This Grant of Sanitary Sewer Easement is made to and is in favor of the SANDY SUBURBAN IMPROVEMENT DISTRICT (hereinafter "District").

WHEREAS, Reese is the owner of certain real property located in Salt Lake County, State of Utah that is more particularly described on the Exhibit "A" that is attached hereto and by this reference made a part hereof (hereinafter the "Reese Property").

WHEREAS, Market is the owner of certain real property which abuts the Reese Property on the East which is also located in Salt Lake County, State of Utah and that is more particularly described on the Exhibit "B" that is attached hereto and by this reference made a part hereof (hereinafter the "Market Property").

WHEREAS, the Market Property is presently serviced by a sanitary sewer line that runs from East to West across the Reese Property and that connects to the District sanitary sewer line that abuts and runs along the East line of the Denver & Rio Grande Western Railroad right of way.

WHEREAS, Reese is in the process of developing the Reese Property and that development will require the relocation of the existing sanitary sewer line referenced above. Also, the improvements to be constructed on the Reese Property are to be serviced by the relocated sanitary sewer line. Reese and Market are desirous of granting a new easement in favor of the District for the installation, use, operation and maintenance of a sanitary sewer line that will serve the Reese Property and the Market Property.

THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by one to the other the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained herein, Reese and Market hereby agree as follows:

1. GRANT OF SANITARY SEWER EASEMENT. Reese and Market do hereby grant and convey to the District a perpetual, non-exclusive sanitary sewer

easement over and across a portion of the Reese Property and a portion of the Market Property for the purpose of providing for the installation, use, operation and maintenance of a sanitary sewer line providing service to the Reese Property and the Market Property.

2. EASEMENT AREA. The non-exclusive sanitary sewer easement is described on the Exhibit "C" that is attached hereto and by this reference made a part hereof (hereinafter the "Easement Area").
3. APPURTENANT. It is understood and agreed that the sanitary sewer easement granted herein shall be appurtenant to and shall run with the title to the Reese Property and the Market Property.
4. CONSTRUCTION. All costs associated with the installation of the sanitary sewer line that will be located within the Easement Area and that will provide service to the Reese Property as well as the Market Property shall be the responsibility of Reese.
5. NO INTERFERENCE. At all times, the Easement Area shall be kept free and open and neither Reese nor Market shall prohibit or attempt to prohibit the use of the Easement Area by the other or by the Sandy Suburban Improvement District for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Area which shall prevent or interfere with the use of the Easement Area as contemplated herein.
6. ABANDONMENT OF EXISTING SEWER LINE. Upon the completion of the installation of the new sewer line within the Easement Area and its acceptance by the District, the existing sanitary sewer line will be abandoned. Reese shall be responsible for the costs associated with such abandonment including the plugging of the inlet and outlet of the existing sanitary sewer line.
7. SUCCESSORS AND ASSIGNS. The sanitary sewer easement created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Reese and Market and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the Reese and Market have executed this Agreement in Salt Lake City, Utah on the day and year first written above.

REESE: RICHARD N. REESE FAMILY LIMITED LIABILITY
COMPANY, L.L.C., a Utah limited liability company

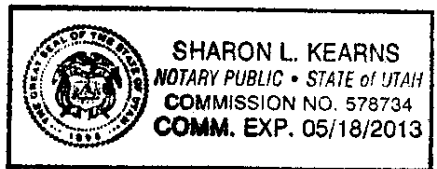
By: 
Its: Richard N. Reese, Manager

MARKET: THE MARKET, LC, a
Utah limited liability company

By: [Signature]
Name: JESSE BOSTER
Its: MANAGER OF DRY CREEK,
MANAGER OF THE MARKET, LC

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

On the 28 day of ^{Feb.} ~~January~~ 2012, personally appeared before me Jesse Boster, manager of Dry Creek, a signer of the foregoing instrument who duly acknowledged to me that he executed the same in his capacity as the manager of The Market of The Market, LC, a Utah limited liability company and who further acknowledged that said limited liability company executed the same.



[Signature]
NOTARY PUBLIC

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

On the 28 day of ^{February} ~~January~~ 2012, personally appeared before me RICHARD N. REESE, a signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as the Manager of the Richard N. Reese Family Limited Liability Company, L.L.C., a Utah limited liability company and who further acknowledged that said limited liability company executed the same.

[Signature]
NOTARY PUBLIC

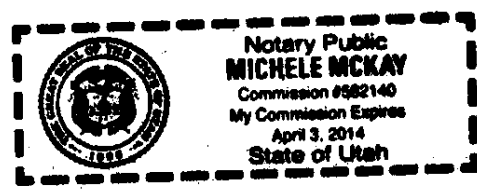


EXHIBIT "A"

Legal description of the Reese Property

Parcel #1

Beginning at a point on the East line of the Denver and Rio Grande Railroad right of way, said point being North 89 deg. 59'02" West 838.71 feet along the monument line of said 9400 South Street to the East line of the said railroad right of way and North 6 deg. 21'39" East 1090.77 feet along the East line of the said railroad right of way from an existing street monument in the intersection of the I-15 Freeway Frontage Road on the West side of the I-15 Freeway and 9400 South Street, said monument being North 16 deg. 29'03" East 58.15 feet from the South quarter corner of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian, according to the Salt Lake County Area Reference Plat for Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 6 deg. 21'39" East 699.42 feet along the East line of the said railroad right of way; thence South 89 deg. 59'19" East 534.95 feet to the West line of the I-15 Freeway Frontage Road on the West side of the I-15 Freeway; thence Southeasterly 256.88 feet along the arc of a 2814.79 foot radius curve to the right, (center bears South 77 deg. 18'57" West and long chord bears South 10 deg. 04'11" East 256.79 feet, with a central angle of 05 deg. 13'44") along the West line of said I-15 Freeway Frontage Road; thence West 201.85 feet; thence South 30.00 feet; thence West 11.00 feet; thence South 202.78 feet; thence South 89 deg. 41'46" West 37.46 feet; thence South 206.78 feet; thence South 89 deg. 39'40" West 407.03 feet to the point of beginning.

Parcel #2

BEGINNING at a point North 89°54'45" West 443.53 feet and North 0°05'19" West 53.62 feet and North 0°29'36" West 1086.39 feet and North 89°32'55" East 165.45 feet from the South Quarter Corner, Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°06'45" West 206.77 feet; thence South 89°35'01" West 9 feet; thence South 0°06'45" East 206.78 feet; thence North 89°32'55" East 9 feet to the point of beginning.

EXHIBIT "B"

Legal description of the Market Property

Parcel 1:

Beginning at a point North 89°48' West 443.58 feet and North 0°01'26" East 53.62 feet and North 0°22'51" West 1086.39 feet and North 89°39'40" East 193.91 feet from the South Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°39'40" East 236.09 feet to the West line of the I-15 Frontage Road; thence along said West line North 0°32'04" East 46.30 feet; thence Northwesterly along the arc of a 2814.79 foot radius curve to the left 392.88 feet; thence West 201.80 feet; thence South 30.00 feet; thence West 11.0 feet; thence South 409.54 feet to the point of beginning.

Together with an easement for ingress and egress of vehicular and pedestrian travel as created by that certain "Driveway Easement" recorded July 28, 1999 as Entry No. 7424346, more particularly described as the following:

Beginning at a point on a fence line, said point being North 89°54'45" West 443.53 feet along the section line and North 0°05'19" West 53.62 feet and North 0°29'36" West 1525.86 feet and North 89°32'55" East 207.83 feet from the South Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°06'45" West 30.00 feet; thence North 89°53'15" East 197.71 feet to the West line of the Frontage Road; thence Southerly 30.28 feet along the arc of a 2814.79 foot radius curve to the right (center bears South 81°48'30" West and long chord bears South 7°53'00" East 30.28 feet, with a central angle of 0°36'59") along the West line of the Frontage Road; thence South 89°53'15" West 201.80 feet to the point of beginning.

Parcel 2:

Beginning North 89°54'45" West 443.53 feet and North 0°05'19" West 53.62 feet and North 0°29'36" West 1086.39 feet and North 89°32'55" East 165.45 feet from the South 1/4 Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°06'45" West 206.77 feet; thence North 89°35'01" East 28.46 feet; thence South 206.76 feet, more or less; thence South 89°39'40" West 28.46 feet, more or less to the point of Beginning.

EXHIBIT "C"

Legal description of the Easement Area

**STANDARD PLUMBING - SANDY STORE
20' WIDE SEWER EASEMENT**

**BEGINNING AT A POINT THAT IS NORTH 0°1'26" EAST 1435.90 FEET AND WEST
257.47 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP
3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDAIN;**

**THENCE SOUTH 78°38'57" WEST 4.55 FEET; THENCE NORTH 11°21'3" WEST
138.91 FEET; THENCE WEST 364.62 FEET; THENCE NORTH 6°21'39" EAST
20.12 FEET; THENCE EAST 378.77 FEET; THENCE SOUTH 11°21'3" EAST
155.30 FEET; THENCE SOUTH 78°38'57" WEST 15.45 FEET TO THE POINT OF
BEGINNING.**

CONTAINING 0.2382 ACRES