

When recorded return to:

Cottonwood Improvement District  
8620 South Highland Drive  
Sandy, Utah 84093

11730728  
9/25/2013 3:29:00 PM \$12.00  
Book - 10180 Pg - 3672-3673  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KEYSTONE TITLE INS MIDVALE  
BY: eCASH, DEPUTY - EF 2 P.

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

[ *Clearpoint Investments, 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:

**20' Sewer Easement**

Beginning at a point being East 913.23 feet, South 1557.00 feet and east 155.21 feet from the Northwest corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian. And running  
thence East, a distance of 14.79 feet;  
thence South, a distance of 33.50 feet;  
thence East, a distance of 5.35 feet;  
thence S.00°14'15"E a distance of 197.53 feet;  
thence West., a distance of 20.00 feet;  
thence N.00°14'15"W a distance of 231.03 feet to the POINT OF BEGINNING.

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. KEYSTONE TITLE INSURANCE AGENCY, LLC. hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

TAX ID # 22-06-153-032

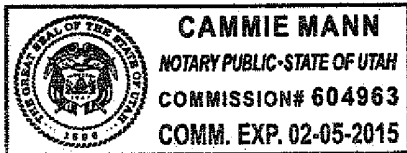
Also granting to the Cottonwood Improvement District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of 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 25 day of September, 2013  
*Clearpoint Investments LLC*  
 [ Grantor's Name ] *Ahmad Saif*

STATE OF UTAH )  
 )  
 COUNTY OF SALT LAKE )

On the 25 day of September, 2013, personally appeared before me Ahmad Saif 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: *Cheena Salt Lake*

My Commission Expires:  
02-05-15