

WHEN RECORDED RETURN TO:
 Errol S. Bevan
 103 Lakeview
 Stansbury, Utah 84120

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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 ERROL S BEVAN
 103 LAKEVIEW
 STANSBURY
 UTAH 84120
 BY: SAM, DEPUTY - WI 3 P.

PERPETUAL SANITARY SEWER EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT, is made this 21st day of August, 2007, by and between Northstar Motor Sports, LLC ("Grantor") whose address is 4615 West 3500 South, West Valley City UT 84120, as grantor, and Granger Hunter Improvement District ("Grantee") whose address is 2888 South 3600 West, West Valley City UT 84119, as grantee.

RECITALS

Grantor is the owner in fee of a certain parcel of land identified as Tax Parcel No. 15-31-101-028-0000, located in West Valley City, Utah. Grantee owns a sanitary sewer line which runs across such parcel but was not installed within the easement granted at that time. Both parties now desire to formalize and record an easement at the proper location to include the location of the sanitary sewer line as it has been installed.

EASEMENT

1. Grant of Access and Sanitary Sewer Line Easement: Grantor hereby grants in favor of Grantee, a non-exclusive perpetual easement on, over, under, and across that portion of the subject Parcel for the purposes of installing sewer lines, to be known as the "Perpetual Sanitary Sewer Easement Area" and to be located as more particularly described as follows:

A Centerline Easement description located in the Northwest Quarter of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, 20 feet wide, 10 feet perpendicularly distant right and left of the following described line:

BEGINNING at a point on the North boundary line of Tax Parcel No. 15-31-101-028, said point being East 1,153.75 feet along the section line and South 40.00 feet from the Northwest corner of said Section 31, said point also being West 355.74 feet and South 183.00 feet and West 314.74 feet from the Northeast corner of said Parcel No.

15-31-101-028 (Basis of Bearing being East between the Northwest corner and the North Quarter corner of said Section 31); thence South 10°56'27" West 274.00 feet; thence South 182.34 feet, more or less, to a point on the South line of said Tax Parcel No. 15-31-101-028, said point being the POINT OF ENDING

2. Access to the Permanent Easement Area for Construction, Maintenance and Repair, etc.: Grantee shall have the right, upon reasonable notice to the then owner of the subject Parcel, to enter upon the subject Parcel for the purposes of construction, installation, maintenance, reconstruction, replacement and repair of the driveway and utilities to be installed in the Permanent Easement Area; provided, however, that any disturbance of or damage to the surface of the subject Parcel caused thereby shall be restored as nearly as possible to the condition existing prior to such entry. As a further condition of such entry, the Grantee shall indemnify, defend and hold harmless the then owner of the subject Parcel from and against all loss or damage, including but not limited to mechanics liens claims as well as claims for personal injury or property damage, occasioned by such entry.

3. Non-Interference: No permanent or temporary barriers, fences, or obstructions of any kind or nature to the free and unhampered use of said Permanent Utility Easement Area by the owners or occupiers of the subject Parcel shall hereinafter be permitted, nor shall any building or other structures be constructed or permitted upon any part of the Permanent Utility Easement Area.

4. Amendment: This Permanent Easement Agreement may be altered, modified, amended, or terminated by and only by written instrument executed, acknowledged, delivered and recorded by the then respective owners of the subject parcel, and their successors, and/or assigns.

5. Expiration: This Agreement and the Easements and obligations created thereby shall be perpetual unless terminated by written mutual consent pursuant to paragraph 4 hereof or as otherwise provided above.

6. Binding Effect: The Easement and obligations granted and created herein shall be deemed covenants running with the land and shall be binding and benefit not only the parties hereto but also their respective heirs, personal representatives, assigns, successors in interest, mortgagees, and any tenants or other persons to whom may be granted rights and privileges under this Easement; which grant of rights and privileges may be either in

writing, oral, or by tacit consent.

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Easement Agreement to be executed as of the date and year first above written.

NORTHSTAR MOTOR SPORTS LLC

By: [Signature]
Toni I Curtis

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

On the 21st day of August, 2007 before me, a Notary Public, personally appeared Toni I Curtis, who acknowledged themselves to be the person who executed the foregoing Permanent Easement Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein contained, and that they desired the same to be recorded as such.

Given under my hand and official seal this 21st day of August, 2007

By [Signature] Residing at 4900W 3500N

Notary Public in and for the State of UTAH

My Commission expires July 20, 2011

