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 Book - 9930 Pg - 8476-8481
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 COTTONWOOD IMPROVEMENT DIST
 8620 HIGHLAND DR
 SANDY UT 84093
 BY: CDC, DEPUTY - WI 6 P.

When recorded, return to:

Cottonwood Improvement District
 8620 South Highland Drive
 Sandy, Utah 84093

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

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints (the "Grantor"), the cotenant owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor's Property"), hereby convey with respect to the Grantors' property only, to the Cottonwood Improvement District, a special District of the state of Utah (the "District" or "Grantee"), of Salt Lake County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a non-exclusive, permanent easement and right-of-way, more specifically described on Exhibit B attached hereto (the "Easement"), for use in common with others, 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, through and under that portion of the Grantor's Property that the Easement transcends (the "Easement Property"), together with a perpetual right of ingress and egress to, from, over and along the Easement Property 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.

Grantee shall bear the reasonable costs of restoration of the construction, maintenance, repair, replacement, augmentation or removal of improvements which the Grantee, in its discretion, must remove to exercise the rights of the Grantee to use the Easement granted herein for its intended purpose. The Grantee shall restore all permanent and non-structural surface improvements to as near the condition of the disturbed improvement prior to the activities of the Grantee as reasonably possible together with the areas of Grantors' Property, including the Easement Property, disturbed by such activities of Grantee. The Grantee shall provide Grantor with at least 10 days prior written notice before conducting any such activities, unless such activities are necessary due to an emergency where the giving of prior notice would not be prudent or practical, in which case Grantee shall provide notice to Grantors as soon as reasonably possible. All activities conducted by Grantee on the Easement Property shall be conducted in a diligent and expeditious manner so as to minimize, to the extent reasonably practicable, any interference with Grantor's use of Grantor's Property, including the Easement Property, and Grantee shall reasonably cooperate with Grantors in coordinating the timing, location, and extent of Grantee's activities on the Easement Property.

The Grantors and their respective successors in interest hereby forever relinquish the right to construct any building footing, or other structural improvements on the Easement

Property which would unreasonably interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of the Easement, unless expressly agreed to in writing by the Grantee. Grantee hereby consents to the paving or installation of other hardscaping over the surface of the Easement Property.

The Easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantors, their heirs and successors against any and all liability caused by the acts of the Grantee, their contractors or agents, during the construction, operation, removal, repair, replacement, augmentation 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 is expressly conditioned upon prompt and immediate notice by Grantors, or any one of them, to the Grantee of any claim or demand of which it has actual notice which would cause a claim for indemnification against the Grantee and upon the Grantees right to defend any claim against the Grantors 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.

Any and all notices required or permitted hereunder shall be given in writing and personally delivered, delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

To Grantor:	CORP of the PRESIDING BISHOP 50 E NORTH TEMPLE #12 FL SALT LAKE CITY UT 84150
To Grantee:	Cottonwood Improvement District 8620 South Highland Drive Sandy, Utah 84093

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the 9 day of June, 2011.



Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints

By: CSK Terry F. Rudd
529-4933

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Cottonwood Improvement District

By: Mark Katter
Name: MARK Katter
Title: Chair – Board of Trustees

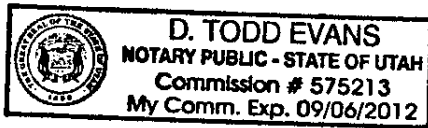
Attest:

By: Cynthia Arban
Name: Cynthia Arban
Title: Clerk – Board of Trustees

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

On this 8TH day of JUNE, 2011, personally appeared before me, TERRY F. RUDD, personally known to be the Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said Corporation; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to be "D. Todd Evans", written over a horizontal line.

Notary Public

EXHIBIT "A"

Legal Description of Grantor's Property

Beginning at the Southwest corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence S 89°39' E 415.40 feet to 2000 East Street; thence N 32°06'E along 2000 East Street 14.69 feet; thence N 89°39' W 423.53 feet; thence S 1°29'33" E 12.50 feet to the point of beginning.

Tax Parcel No: 22-273-5201-00000

Property Address:
1975 E. Forest Bend Dr.

EXHIBIT "B"

Legal Description of Easement

A 20 foot wide sewer pipeline easement 10 feet on each side of the following described centerlines:

Beginning at the center of an existing manhole cover in Siesta Drive said point being North 88°49'06" West 1489.55 feet and North 385.25 feet from the Southwest Corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing is South 89°08'53" East from the Southwest Corner to the South Quarter Corner of said Section 27) and running thence N 41-26-17 E 77.81 feet to an existing manhole cover; thence S 84-32-00 E 220.93 feet to an existing manhole cover; thence N 05-09-24 E 324.11 feet to an existing manhole cover; thence S 88-43-07 E 199.17 feet to an existing manhole cover; thence S 06-08-17 E 146.61 feet to an existing manhole cover; thence S 24-15-38 E 165.37 feet to an existing manhole cover; thence S 49-26-13 E 340.05 feet to an existing manhole cover; thence S 89-17-48 E 170.71 feet to an existing manhole cover; thence S 00-32-52 W 227.86 feet to an existing manhole cover; thence S 89-39-53 E 422.26 feet to an existing manhole cover; thence S 89-44-34 E 471.31 feet to the center of an existing manhole cover in Highland Drive and the end of the easement centerline.

ALSO:

Beginning at the center of an existing manhole cover said point being North 88°49'06" West 1489.55 feet and North 385.25 feet and N 41-26-17 E 77.81 feet and S 84-32-00 E 220.93 feet and N 05-09-24 E 324.11 feet and S 88-43-07 E 199.17 feet from the Southwest Corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing is South 89°08'53" East from the Southwest Corner to the South Quarter Corner of said Section 27) and running thence S 84-56-55 E 267.08 feet to an existing manhole cover; thence N 86-03-29 E 144.75 feet to an existing manhole cover; thence S 81-35-27 E 77.78 feet to the center of an existing manhole cover and the end of the easement centerline.