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03/12/2012 03:52 PM \$0.00
Book - 9998 Pg - 7637-7641
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: HNP, DEPUTY - WI 5 P.

When Recorded Return to:
Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, UT 84020

Affects Parcel No.: 27-20-301-017
27-20-351-022
PROPERTY OWNER: District LC
ORIGINAL GRANTOR(S): District LC
Boyer Company LC

**PARTIAL ABANDONMENT OF EASEMENT
AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the 9th day of March, 2012, by and between SOUTH VALLEY SEWER DISTRICT, a political subdivision of the State of Utah, hereinafter referred to as the "District," and the District LC hereinafter 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 (f.k.a. Salt Lake County Sewerage Improvement District No. 1), presently owns a sewer easement (the "Easement"), over and through certain real property located in Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, and located in Salt Lake County, State of Utah, according to the granting documents recorded as Entry No. 9424520, Book 9155, Pages 5395-5398, in the records of the Salt Lake County Recorder; and

WHEREAS, the total area included within the Easement exceeds the needs of the District because sewer lines and related facilities are or will be needed in only certain portions of the Easement; and

WHEREAS, the District is willing to vacate and abandon a certain portion of the Easement as more particularly set forth herein.

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

1. The District hereby vacates and abandons a portion of the Easement to the owner or owners of the dominant tenement as the interest(s) of the owner(s) may appear. The portion of the Easement hereby vacated and abandoned is located in Salt Lake County, Utah, a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to the line of reference and projection thereof, and is more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 1,800 sf

2. It is expressly understood by the parties hereto that any sewer line located within the portion of the Easement which is being hereby vacated 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 portion of 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 any sewer line located with the portion of 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, members, representatives, agents, successors and assigns.


6. The District hereby expressly reserves and retains to itself all portions of the Easement which are not herein expressly vacated and abandoned and the reserved portion(s) of the Easement shall remain in full force and effect.

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

"DISTRICT"

SOUTH VALLEY SEWER DISTRICT


ATTEST:



Clerk

By: 
Chairman, Board of Trustees

"OWNER"

District LC

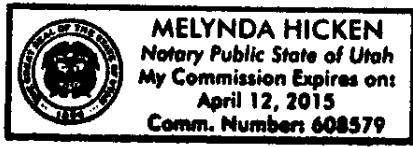


Its: 

DISTRICT ACKNOWLEDGMENT

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

On the 9 day of March, 2012, personally appeared before me **Wayne Ballard**, who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and said Chairman acknowledged to me that the District executed the same.



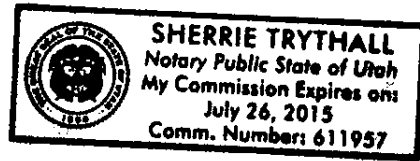
[Signature]
Notary Public

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the 21st day of February, 2012, personally appeared before me Dawn Glenn who being by me duly sworn did say that (s)he is the Manager of **District LC**, 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: 7/26/2015
Residing in: Salt Lake County



**The District
Gordmans
South Valley Sewer Abandonment**

June 10, 2011

Abandonment of a portion of a twenty foot wide easement as recorded July 6, 2005 as Entry No. 9424520 in Book 9155 Page 5395 of the Official Records of Salt Lake County, Utah:

The Centerline of that portion to be abandoned is described as follows:

A part of the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of said existing Sewerline Easement located 1203.40 feet North 0°00'42" East along the Quarter Section Line; and 1858.04 feet North 89°59'18" West from the South Quarter Corner of said Section 20; and running thence North 0°00'42" East 90.00 feet to the endpoint of this Centerline description.

20 June 2011
REGISTERED LAND SURVEYOR
362256
BRUCE D.
PIMPER
STATE OF UTAH
Bruce D. Pimper



The District

Lot 13

Lot 14

221.47'

S 89°59'18" E

N 0°00'42" E

263.50'

Abandonment
Point of Beginning
Document #9424520

Abandonment
Point of Beginning
Document #9674233

112.76'
S 89°59'18" E

61.54'

566.35'

662.37'

S 89°59'18" E

JC Penney
27-20-301-017

205.87'

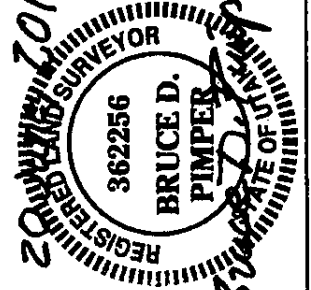
N 2°00'49" W

413.76'

N 0°00'09" E

Bangerter Highway

2011



Bruce D. Pimper