

11816024  
3/10/2014 4:33:00 PM \$18.00  
Book - 10216 Pg - 3161-3165  
Gary W. Ott  
Recorder, Salt Lake County, UT  
NATIONAL TITLE AGCY OF UT INC  
BY: eCASH, DEPUTY - EF 5 P.

REV101512

Return to:  
Esperanza Land Holding, LLC  
801 North 500 West, Suite 300  
Bountiful, Utah 84010

Project Name: Esperanza Elementary

### **UNDERGROUND UTILITY RIGHT OF WAY EASEMENT**

For value received, **America First Federal Credit Union** ("Grantor"), hereby grants to Esperanza Land Holding, LLC, a Utah limited liability company, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 273 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground utilities and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and water, sewer, gas lines along with vaults on, across, or under the surface of the real property of Grantor in **Salt Lake County**, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

#### Legal Description:

Lot 3, AFFCU 3500 SOUTH SUBDIVISION AMENDED, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

#### **NEW 10' EASEMENT FOR AFCU**

BEGINNING AT A POINT WHICH IS SOUTH 89°59'22" WEST 786.00 FEET, NORTH 00°00'38" WEST 53.00 FEET AND SOUTH 89°59'22" WEST 226.03 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°59'22" WEST 10.00 FEET; THENCE NORTH 00°00'38" WEST 273.00 FEET; THENCE NORTH 89°59'22" EAST 10.00 FEET; THENCE SOUTH 00°00'38" EAST 273.00 FEET TO THE POINT OF BEGINNING.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way

clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

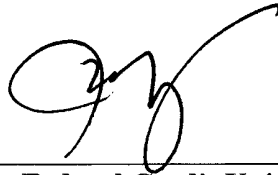
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee does agree to restore the area disturbed by its work to the Grantor's previously improved state. Grantee will only permit licensed and insured subcontractors to work within the easement area.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

*7th March*  
Dated this ~~30th~~ day of ~~January~~, 2014.



America First Federal Credit Union GRANTOR

*SIL MORBY, SUP OPERATIONS.*



Esperanza Land Holding, LLC GRANTEE

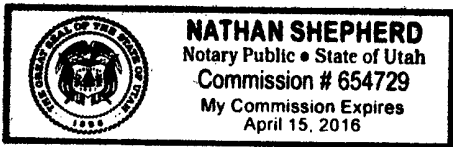
**This document is being recorded solely as a courtesy and an accommodation to the parties named herein. National Title Agency of Utah, Inc. hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.**

**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF UTAH )  
 ) ss.  
County of WEBER )

On this 7<sup>th</sup> day of March, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Jil Morby (name), known or identified to me to be the SVP of Operations (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
(notary signature)

NOTARY PUBLIC FOR UTAH (state)  
Residing at: WEBER COUNTY, UT (city, state)  
My Commission Expires: 25/04/2016 (d/m/y)

**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
 ) ss.  
County of Davis )

On this 10<sup>th</sup> day of March, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Michael Wright (name), known or identified to me to be the Manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Heidi Mease

(notary signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Kaysville Utah (city, state)

My Commission Expires: 2-9-2017 (d/m/y)

