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9/22/2015 12:45:00 PM \$21.00
Book - 10363 Pg - 6415-6420
Gary W. Ott
Recorder, Salt Lake County, UT
MOUNTAIN VIEW TITLE & ESCROW
BY: eCASH, DEPUTY - EF 6 P.

When recorded return to:

1271 East 2925 North
NORTH OGDEN, UTAH 84414

GRANT OF EASEMENT

(Storm Drainage)

16-27-106-012; 013; 015; 034

Edgemount Homes Home Owners Association, Inc., a Utah Corporation hereinafter referred to as **Grantor**, is the owner in fee simple of real property located in Salt Lake County, State of Utah, a portion of which is more particularly described as follows:

See Legal Description and Map on attached Exhibit "A" which by reference is made a part.

Grantor has reached an agreement with **DNA Assisted Living, LLC, a Utah Limited Liability Company**, hereinafter referred to as **Grantee**, which would allow the **Grantee** the right to use the real property described on Exhibit "A" for purposes hereinafter described.

Constructive notice of that agreement is made by the execution and recordation of this agreement with the **Salt Lake County Recorder for the State of Utah**. This agreement further executed and recorded to state, stipulate and warrant the rights, obligations and responsibilities of both **Grantor** and **Grantee** in regards to the Grant of Easement made herein.

For good and valuable consideration, the receipt of which is hereby acknowledged the **Grantor** does hereby grant, convey and assign to **Grantee** the following:

1. A perpetual, exclusive right of way and grant of easement, for ingress and egress of pedestrian traffic and essential equipment which may be required to construct, maintain, operate, service and repair a storm drain over and across the real property owned by **Grantor** which is described on Exhibit "A".

The right of way and grant of easement, as stipulated herein, is subject to and predicated upon the following terms, conditions and stipulations:

1. The easement estate described on Exhibit "A" will not be used as an area for storage or parking of machinery, equipment or vehicles, of the **Grantee** other than those being used for the construction, maintenance, operation, service, repair or alteration of the storm drain.
2. At all times during the construction, maintenance, operation, service, repair or alteration of the storm drain the ability of the **Grantor** will not be impaired or impeded to the extent that the **Grantor**, its owners, guests, invitees and others who may need to access other real property owned by the **Grantor** will not be able to do so. No action will be taken which would impede or prohibit the use of the right of way by emergency vehicles, including but not limited to medical emergency, police, fire or other public utility vehicles.
3. Any damage done to the easement estate, as a result of the acts of the **Grantee**, its contractor, its sub-contractor, material men, suppliers or laborers during the construction, maintenance, operation, service, repair or alteration of the storm drain will be the sole obligation of the **Grantee**.

4. Grantee will be responsible to obtain any permits or licenses and will pay any fees related to the construction, maintenance, service or repair of the storm drain.
5. Grantee does not assert or claim any equitable interest in and to the real property owned by Grantor as a result of this right of way and easement grant.

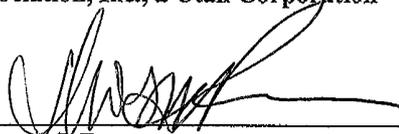
This grant shall inure to the benefit of the Grantor, the Grantee, their successors, transferees, assigns or heirs of the same.

In the event that any term, condition or stipulation made herein, should be in valid or in conflict with the laws of the State of Utah, that term, condition or stipulation shall be removed. All other terms, conditions and stipulations shall survive.

In the event of any default, of any term, condition or stipulation of this grant, by either the Grantor or the Grantee, the offended party shall be entitled to reimbursement of any and all fees, costs or expenses, including but not limited to attorneys, expended in order to perfect this agreement.

Dated: August 24, 2015

**Edgemount Homes Home Owners
Association, Inc., a Utah Corporation**

by: 
Thomas J. Rossa
Board President
Grantor

The terms, conditions, stipulations, warrants and guarantees have been reviewed by the undersigned Grantee who is in agreement with the same and agrees to be bound by the terms, conditions and stipulations of the Grant of Easement.

**DNA Assisted Living, LLC, a Utah
Limited Liability Company
By its Members**


Dale T. Johnson

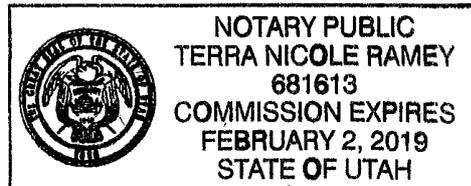
**Antertain, LLC, a Utah Limited
Liability Company**

by: 
Aaron Nyle Thornock, its Member

State of Utah
County of Salt Lake

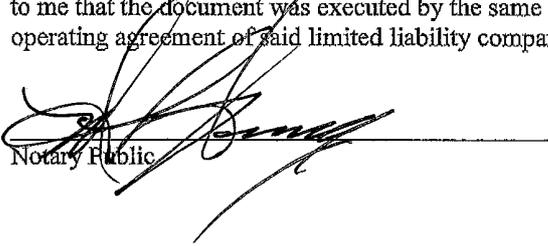
On this the 24th day of **August 2015**, personally appeared before me, **Thomas J. Rossa** in the capacity of **Board President of Edgemount Homes Home Owners Association, Inc., a Utah Corporation**, who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with a resolution passed by its board of directors.

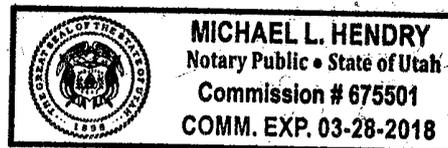

Notary Public



State of Utah
County of Weber

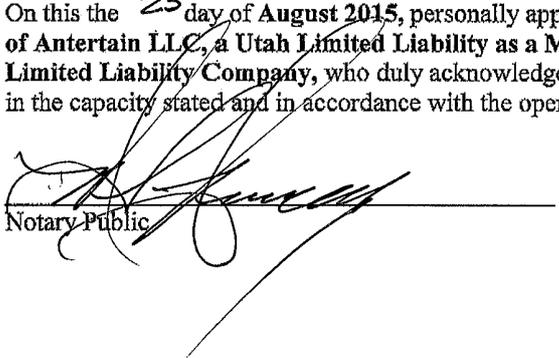
On this the 25 day of **August 2015**, personally appeared before me, **Dale T. Johnson** in the capacity of a **Member of DNA Assisted Living, LLC, a Utah Limited Liability Company**, who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with the operating agreement of said limited liability company.


Notary Public



State of Utah
County of Weber

On this the 25 day of **August 2015**, personally appeared before me, **Aaron Nyle Thornack** as **Member of Antertain LLC, a Utah Limited Liability Company** as a **Member of DNA Assisted Living, LLC, a Utah Limited Liability Company**, who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with the operating agreement of the said limited liability company.


Notary Public

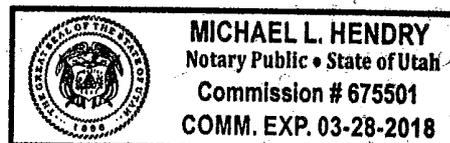


EXHIBIT "A"
LEGAL DESCRIPTION AND MAP

15' WIDE STORM DRAIN EASEMENT

A 15 FOOT WIDE STORM DRAIN EASEMENT, BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTERLINE OF SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LEE WAY CIRCLE, SAID POINT BEING SOUTH 00°04'05" EAST 920.52 FEET ALONG THE SECTION LINE AND EAST 70.73 FEET FROM THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 24°15'25" W 23.46 FEET TO THE POINT OF TERMINUS.

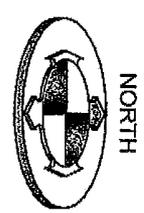
APPROV.: BAL DATE: 6/30/2015
 CHECKED: KMD DATE: 6/30/2015
 DRAWN: BAL DATE: 6/30/2015
 SCALE: 1" = 10'

DNA ASSISTED LIVING
 MILLCREEK, UTAH

STORM DRAIN EASEMENT
 DWG. NO. 140217 ACCESS EASE
 PROJECT. NO. 1402017

STORM DRAIN EASEMENT EXHIBIT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 27,
 TOWNSHIP 1 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN



BASIS OF BEARINGS S 00°04'05" E 2646.97'(MEAS.) (2646.01' ARP)

WEST QUARTER CORNER, SECTION 27,
 TOWNSHIP 1 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN,
 FOUND BRASS CAP.
 (RING AND LID)

