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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: KRP, DEPUTY - MA 4 P.

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

APN: 20-34-100-020

GRANT OF EASEMENT

THE BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT, a body Corporate and politic of the State of Utah (hereinafter referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a NON-EXCLUSIVE PERPETUAL EASEMENT upon, over, under, across and through the following described land, which the Grantor owns or in which the Grantor has an interest, in the County of Salt Lake, State of Utah, to wit:

[See Exhibit 'A' attached hereto and incorporated herein by this reference.]

This Easement is granted for the following purpose: installation and maintenance of an underground water meter vault and any appurtenant parts connected thereto (the "Facilities").

Grantee shall have the right to construct, operate, maintain, remove and replace any material(s) comprising the Facilities from time to time as Grantee may require. Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across the Grantor's land lying adjacent to the land described above. Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Grantee shall restore Grantor's property to its preconstruction condition or better prior to Grantee leaving the Easement area; provided, however, that Grantee shall not restore or replace any improvements that will prevent Grantee from accessing the Facilities.

Grantee assumes any and all risks in the use and enjoyment of this Easement and agrees to release, indemnify, and hold Grantor, its officers, directors, employees and agents harmless against any and all claims, suits, losses, costs, demands, damages, liabilities, expenses, and causes of action of any kind, including the amount of any judgment, court cost, or legal fee incurred by one or any of them, in the defense of same, arising in favor of any party, on account of claims, personal injuries, death or damages to property, violation of environmental laws and regulations, and all other claims or demands of every character arising out of Grantee's use and enjoyment of this Easement; provided, however, that Grantee's obligations under this paragraph are subject to the Grantee's rights and defenses available under the Governmental Immunity Act of Utah.

[SIGNATURES ON NEXT PAGE]

Exhibit "A"

The South 20.00 feet of the East 20.00 feet of the following described property:

Beginning at a point which lies South 89°53'28" West along the North line of the Northeast Quarter of Section 34, Township 2 South, Range 2 West of the Salt Lake Base and Meridian 1974.53 feet and South 00°06'32" East 1138.64 feet from the Northeast corner of said Section 34, said point also being at the intersection of the West right of way line of 6700 West Street and the South line of the Wasatch Overlook LLC property; thence South 00°35'55" East along said West right of way line, a distance of 1443.46 feet to the East/West center section line of said Section 34; thence North 89°59'26" West along said center section line, a distance of 1689.45 feet to the Easterly right of way line of State Road 111; thence North 08°02'35" East along said Easterly right of way line, a distance of 1457.69 feet to said South line of the Wasatch Overlook LLC property; thence South 89°59'26" East along said South line, a distance of 1470.43 feet to the point of beginning; EXCEPTING THEREFROM any portion lying within 6700 West Street and 8200 South Street.

The above described property contains 400 square feet, or 0.01 acres, more or less.