

WHEN RECORDED, RETURN TO:

Wade R Budge
Snell & Wilmer LLP
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

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10/4/2016 9:28:00 AM \$26.00
Book - 10484 Pg - 125-132
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

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SPACE ABOVE THIS LINE FOR USE BY THE RECORDER

Affecting Parcels Nos. 22-28-451-005-0000
22-28-451-006-0000
22-28-451-007-0000
22-28-451-008-0000
22-28-451-009-0000

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (“**Agreement**”) is made as of September ____, 2016 by and among Greg West, trustee of the JOHN DOUGLAS AND MARLENE WEST FAMILY TRUST dated August 18, 1996, with an address of 1751 Siesta Drive, Cottonwood Heights, Utah 84093 (“**Grantor**”), on the one hand, and Linda G. Smith, trustee of the LINDA G. SMITH FAMILY TRUST dated June 2, 2000 with an address of 7604 Caballero Dr., Cottonwood Heights, Utah 84093 (“**Smith**”) and Gary F. Larsen and Suzanne W. Larsen, trustees of the G.F. LARSEN FAMILY TRUST U/A/D August 1, 2011, with an address of 7610 Caballero Dr., Cottonwood Heights, Utah 84093 (“**Larsen**”) (Smith and Larsen are collectively referred to herein as “**Grantees**”).

RECITALS

A. Grantor is the owner of that certain real property located in Salt Lake County, State of Utah (the “**Servient Estate**”), and more particularly described as:

ALL OF LOT 15 OF CABALLERO RANCHES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Parcel Id No. 22-28-451-005-0000

B. Grantees are the owners of that certain real property located in Salt Lake County, State of Utah (the “**Dominant Estate**”), and more particularly described as:

BEGINNING AT THE NORTHWEST CORNER OF LOT 16, CABALLERO RANCHES, SAID POINT BEING SOUTH 1616.2 FEET AND EAST 607.02 FEET FROM THE CENTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 10 DEGREES 45 MINUTES EAST 563.115 FEET; THENCE SOUTH 54 DEGREES EAST 127.885 FEET; THENCE NORTH 70 DEGREES EAST 65.5 FEET; THENCE SOUTH 9 DEGREES 53 MINUTES 53 SECONDS WEST 508.8 FEET; THENCE SOUTH 86 DEGREES EAST 170.6 FEET; THENCE SOUTH 12 FEET TO THE NORTH LINE OF CABALLERO DRIVE AS IT NOW EXISTS; THENCE NORTH 86 DEGREES WEST 353.63 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Parcel Id. Nos. 22-28-451-008-0000 and 22-28-451-006-0000

and

BEGINNING AT A POINT SOUTH 86° EAST 353.63 FEET FROM THE NORTHWEST CORNER OF LOT 16, CABALLERO RANCHES, SAID NORTHWEST CORNER BEING SOUTH 1616.2 FEET AND EAST 607.02 FEET FROM THE CENTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 12 FEET; THENCE NORTH 86° WEST 170.6 FEET; THENCE NORTH 9°53'53" EAST 508.8 FEET; THENCE NORTH 70° EAST 56.5 FEET; THENCE SOUTH 70° EAST 100 FEET; THENCE SOUTH 17° EAST 140 FEET; THENCE SOUTH 30° WEST 125 FEET; THENCE SOUTH 5° WEST 80 FEET; THENCE SOUTH 53° EAST 75.05 FEET; THENCE SOUTH 41°37'05" WEST 4.04 FEET TO A POINT ON A 210.09 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE 152.61 FEET; THENCE SOUTH 3.5 FEET; THENCE NORTH 86° WEST 40.12 FEET TO THE POINT OF BEGINNING.

Parcel Id. Nos. 22-28-451-007-0000 and 22-28-451-009-0000

C. In approximately 1976, Grantees, or their predecessors-in-title, located a sewer line in a location leading from the Dominant Estate, under and across the Servient Estate, and connecting to the public sewer trunk line in Siesta Drive.

D. Grantor intends to sell the Servient Estate, and in order to facilitate development, the parties have agreed to share the costs to relocate the sewer line from its 1976-2016 location.

E. The parties desire to confirm the easement in writing, allow for its relocation, and set forth other terms as stated below.

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Easement.** Grantor grants to Grantees a perpetual, non-exclusive sewer easement over, under, across, and through the Servient Estate in the area depicted on Exhibit 1 ("**Easement Area**"), for the benefit of the Dominant Estate, for purposes of owning, operating, maintaining, repairing and replacing a sewer pipeline and associated cleanouts and connections. The Easement Area is ten feet wide and is located within or near the public utility easement depicted as running along the east side of Lot 15 of the Caballero Ranches Subdivision of record with the Salt Lake County Recorder.

2. **Maintenance.** Grantees are jointly responsible for all costs associated with owning, operating, maintaining, repairing and replacing the sewer improvements located within the Easement Area, including any and all reasonable costs associated with restoring the Servient Property to the condition in which it existed, as near as reasonably possible, prior to the date of any work. Despite the foregoing provision, parties shall be responsible to repair any damage to the other's property caused by them.

3. **Indemnification.**

A. Grantee shall indemnify, defend and hold harmless the Grantor and their affiliates, members, managers, agents, tenants, successors, assigns, and representatives for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the Grantee arising out of the performance of any of the obligations set forth in this Agreement, or from the operation of the sewer line installed pursuant to this Agreement, the Grantee's use of the Easement Area, or the Grantee's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of Grantor.

B. Grantor shall indemnify, defend and hold harmless the Grantees and their affiliates, members, managers, agents, tenants, successors, assigns, and representatives for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the Grantor arising out of the performance of any of the obligations set forth in this Agreement, or the Grantor's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of the Grantees.

4. **Running of Easement with the Land.** The easement granted hereby, and the associated terms and provisions of this Agreement, shall touch, concern, and run with the parcels identified herein, and are binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

5. **Amendments.** This Agreement may be amended only by recording, in the office of the Recorder of Salt Lake County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of the owners of the parcels.

6. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. **Acceptance.** Grantees accept the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. The parties agree that there are no other agreements that exist between them as of the date hereof.

(Signature pages to follow)

GRANTEE:

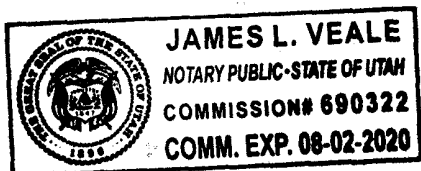
Linda G. Smith
Linda G. Smith, trustee of the LINDA G.
SMITH FAMILY TRUST, dated June 2, 2000

Gary F. Larsen TE
Gary F. Larsen, trustee of the G.F. LARSEN
FAMILY TRUST U/A/D, dated August 1, 2011

Suzanne W. Larsen
Suzanne W. Larsen, trustee of the G.F.
LARSEN FAMILY TRUST U/A/D, dated
August 1, 2011

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

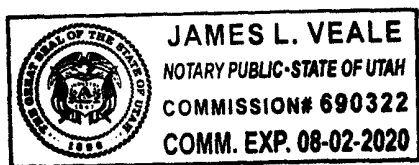
The foregoing instrument was acknowledged before me this 3rd day of September, 2016, personally appeared before me, **Linda G. Smith**, signer of the foregoing instrument, who being by me duly sworn, did say and duly acknowledge to me that he is the trustee of the LINDA G. SMITH FAMILY TRUST dated June 2, 2000, and executed the same.



[Signature]
NOTARY PUBLIC

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

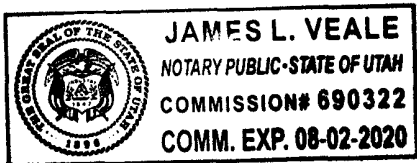
The foregoing instrument was acknowledged before me this 3rd day of September, 2016, personally appeared before me, **Gary F. Larsen**, signer of the foregoing instrument, who being by me duly sworn, did say and duly acknowledge to me that he is the trustee of the G.F. LARSEN FAMILY TRUST U/A/D, dated August 1, 2011 and executed the same.



[Signature]
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 3rd day of September, 2016, personally appeared before me, **Suzanne W. Larsen**, signer of the foregoing instrument, who being by me duly sworn, did say and duly acknowledge to me that he is the trustee of the G.F. LARSEN FAMILY TRUST U/A/D, dated August 1, 2011, and executed the same.



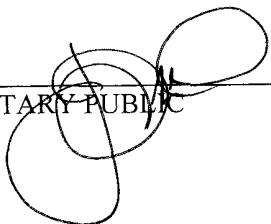

NOTARY PUBLIC

EXHIBIT 1

Depiction of Easement's Approximate Location

