

When recorded return to:

Cottonwood Improvement District  
8620 South Highland Drive  
Sandy, Utah 84093

14059219 B: 11394 P: 4308 Total Pages: 3  
01/04/2023 01:56 PM By: salvarado Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD IMPROVEMENT DISTRICT  
8620 S HIGHLAND DR SANDY, UTAH 84093



APN: 22-06-104-020-0000

**GRANT OF EASEMENT  
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION  
AND TRANSPORTATION PIPELINE(S)**

BELIEVE HOLDINGS, LLC Grantor, does hereby convey and warrant to the Cottonwood Improvement District, a special District of the state of Utah, (the District) Grantee, of Salt Lake County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines and related manholes in the easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, through and under the premises of the Grantor situated in Salt Lake County, Utah which are more specifically described below or on Exhibit 1 to this easement as follows:

BEGINNING AT A POINT ON THE EAST LINE OF AN EXISTING 15.00 FOOT SEWER EASEMENT AS DEDICATED PER RIGHT OF WAY AGREEMENT RECORDED JUNE 15, 1966, AS ENTRY NO. 2160016 IN BOOK 2468 AT PAGE 456 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING EAST 1092.78 FEET AND SOUTH 354.72 FEET (353.10 FEET BY ORIGINAL EASEMENT) TO A POINT ON THE NORTH PROPERTY LINE OF THE GRANTORS LAND AND NORTH 89°55'00" EAST ALONG SAID NORTH PROPERTY LINE 3.00 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT AND SOUTH 231.03 FEET ALONG SAID EAST LINE FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 85°47'44" WEST 15.04 FEET TO A POINT ON THE WEST LINE OF SAID EASEMENT; THENCE NORTH 8°24'31" EAST 232.45 FEET TO SAID NORTH PROPERTY LINE; THENCE NORTH 89°55'00" EAST ALONG SAID PROPERTY LINE 15.17 FEET; THENCE SOUTH 8°24'31" WEST 233.59 FEET TO THE POINT OF BEGINNING.

Also granting to the Cottonwood Improvement District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this

easement and covenant and agree that no improvement, trees or structures will be constructed over the surface of the easement granted herein which would interfere with the right of the Grantee to operate, maintain, repair or replace the sewer pipeline constructed by or for the Grantee.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer pipeline provided for in this easement; the Grantors right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantees right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantee. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

Grantee's rights are specifically limited to those granted herein, and Grantor reserves to itself all rights not specifically granted herein. Grantee agrees to promptly repair any damage to the Grantor's property and improvements located thereon caused by Grantee's (or Grantee's agents') exercise of its (their) rights hereunder. At any such time that Grantee ceases to use the easement granted herein for a time period of five (5) years, or terminates it, said easement, with all rights granted herein, shall automatically revert back to Grantor.

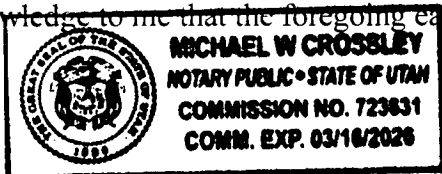
WITNESS the hand of said Grantor this 26<sup>th</sup> day of September, 2022

GRANTOR

BELIEVE HOLDINGS, LLC

STATE OF UTAH )  
Utah )  
COUNTY OF ~~SALT LAKE~~ )

On the 26 day of September, 2022 personally appeared before me Ocimar B. Bellini the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.



NOTARY PUBLIC Michael W. Crossley  
RESIDING AT: 1238 E. T. up Hg bel Et

My Commission Expires: 3-16-26

