When Recorded Return to: Mr. Craig L. White South Valley Sewer District P.O. Box 629 Riverton, UT 84065 13642943
04/26/2021 01:46 PM \$ 0.00
Book - 11163 P9 - 5473-5476
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEVER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: ADA, DEPUTY - WI 4 P.

PARCEL I.D.# 33-03-477-016-0000 GRANTOR: STONEFLY LAND COMPANY LLC (Sage Estates Phase 3) Page 1 of 4

## **EASEMENT**

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 2 and in the Southeast Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 25,465 square feet or 0.58 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 24th day of March, 2021.

| this 442 day of  | March             | , 20 <u>2/1</u> . | •   |
|--|-------------------|-------------------|---|
|  |                   |                   | Table 1   |
|  |                   | •                 | GRANTOR(S)  |
|  | •                 |                   | STONEFLY LAND COMPANY LLC   |
|  |                   |                   | By: A desired   |
|  | •                 |                   | Its: Vice President   |
|  |                   |                   | Title   |
| STATE OF UTAH  | )                 |                   |   |
| COUNTY OF SALT   | :ss<br>LAKE )     | •                 |   |
|  | 山地 day of _       |                   | 2021, personally appeared before me being by me duly sworn did say that (s)he is the                  |
| Vice Presid  | ent               | of STONE          | FLY LAND COMPANY LLC a limited liability  |
| company, and that the<br>at a lawful meeting<br>limited liability comp | held by authority | of its operating  | was duly authorized by the limited liability company agreement; and duly acknowledged to me that said |
| •  | '. •              | •                 | - /   |
| ÷  |                   |                   | Kendra IIIIdi   |
|  | 6 N I             |                   | Notary Public   |
| My Commission Exp  | pires: October    | <u>5,2023</u>     | LENDON WILDE  |
| Residing in: We-   | st Jordan, u      | T                 | MOTARY PUBLIC - STATE OF UTAH<br>My Comm. Exp. 10/05/2023<br>Commission # 707794                      |
|  |                   |                   |   |

## Exhibit 'A'

## Sage Estates Phase 3 Plat – Sewer Easement

A parcel of land situate in the Southwest Quarter of Section 2 and in the Southeast Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 00°01'11" East 281.98 feet along the East Section line and East 90.60 feet from the Southeast Corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 79°50'47" West 1,137.21 feet; thence South 32°37'37" West 118.50 feet; thence North 80°05'53" West 21.68 feet; thence North 32°37'37" East 140.25 feet; thence South 79°50'47" East 1,150.58 feet; thence South 10°09'13" West 20.00 feet to the point of beginning.

Contains 25,465 Square Feet or 0.585 Acres

