When Recorded Return to: Mr. Craig L. White South Valley Sewer District P.O. Box 629 Riverton, UT 84065 12504181
03/28/2017 02:08 PM \$○.00
Book - 10542 P9 - 1138-1142
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: MMA, DEPUTY - WI 5 P.

PARCEL I.D.# 33-08-451-001, 33-17-200-004, 33-17-200-011, 33-08-478-002, 33-08-478-003, 33-08-478-004

GRANTOR: Wasatch South Hills Development Co. LLC Herriman City (South Hills Outfall) Page 1 of 5

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the South Half of Section 8 and North Half of Section 17, 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, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

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

Contains: 0.678 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 GRANTORS and 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 **GRANTOR(S)** South Hills Devel STATE OF UTAH) :ss COUNTY OF SALT LAKE) 2017, personally appeared before me my day of (who being by me duly sworn did say that (s)he is the of Wasatch South Hills Development Co. LLC a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same. My Commission Expires: S M Man CHRISTY MOE GINN NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 05/14/2019 Commission # 683313

STATE OF UTAH

)

SSS.

COUNTY OF Sattake)

On the 31 day of Janvary , 20 17, personally appeared before me

Brett geo. Wood , who being duly sworn, did say that he is the

City Wanger , of the City of Herriman, a governmental entity, and that said instrument was signed in behalf of the city by authority of its City Council and acknowledged to me that the City executed the same.

My Commission Expires: Jan. 26, 2018

Residing in: Herriman

CINDY M. QUICK

Notary Public State of Utah

My Commission Expires on:
January 26, 2018

Page 4

Comm. Number: 674361

Exhibit 'A'

SEWER EASEMENT DESCRIPTION FOR 15000 SOUTH

SEWER EASEMENT

A UNIFORM STRIP OF LAND FOR PURPOSES OF A SEWER EASEMENT, BEING 20.00 FEET WIDE, THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED TO MEET THE EDGE OF THE CANAL RIGHT OF WAY, FOR THE PURPOSES OF CONSTRUCTING AND MAINTAINING A SANITARY SEWER LINE FOR SOUTH VALLEY SEWER DISTRICT, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT THAT IS NORTH 89°26′14″ EAST ALONG THE SECTION LINE, A DISTANCE OF 462.72 FEET AND NORTH, A DISTANCE OF 10.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNHSIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°27′07″ EAST, A DISTANCE OF 399.99 FEET; THENCE NORTH 89°25′56″ EAST, A DISTANCE OF 426.76 FEET; THENCE SOUTH 42°19′40″ EAST, A DISTANCE OF 20.11 FEET; THENCE NORTH 89°25′56″ EAST, A DISTANCE OF 341.06 FEET; THENCE NORTH 88°57′55″ EAST, A DISTANCE OF 288.70 FEET TO THE TERMINUS OF THIS DESCRIPTION.

THE ABOVE DESCRIBED TRACT, INSOFAR AS IT EXTENDS WITHIN THE BOUNDARY OF THE GRANTOR'S PROPERTY.



