When Recorded Return to: Mr. Craig L. White South Valley Sewer District P.O. Box 908 Draper, Utah 84020 10418043 05/05/2008 10:57 AM \$0.00 Book - 9602 Pg - 7354-7358 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAK SOUTH VALLEY SEWER DISTRICT PO BOX 908 DRAPER UT 84020 BY: TMW, DEPUTY - WI 5 P.

PARCEL I.D.# 27-20-351-023, 27-20-351-024, 27-20-376-046 GRANTOR: District-South LC and District LC (San Tropez at The District) Page 1 of 5

## **EASEMENTS**

Twenty (20) foot wide sanitary sewer easements located in the Southwest Quarter of Section 20, Township 3 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, perpetual rights-of-way and easements 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 rights-of-way and easements, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within strips twenty (20) feet wide, more particularly described as follows:

## Easement A

Beginning at a point along the section line N89°50'48"W 407.53 feet and S00°09'09"W 16.98 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence N89°50'51"W 20.00 feet; thence N00°09'09"E 196.29 feet; thence N89°59'56"W 180.09 feet; thence West 589.07 feet; thence North 20.00 feet; thence East 579.07 feet; thence North 183.19 feet; thence N27°58'09"W 118.10 feet; thence S62°01'51"W 231.51 feet; thence S76°01'17"W 53.22 feet; thence N89°59'18"W 65.95 feet; thence N76°25'35"W 51.62 feet; thence N62°51'51"W 182.75 feet; thence N27°08'09"E 20.00 feet; thence S62°51'51"E 180.38 feet; thence S76°25'35"E 46.87 feet; thence S89°59'18"E 61.12 feet; thence N76°01'17"E 48.32 feet; thence N62°01'51"E 249.06 feet; thence S27°58'09"E 143.08 feet; thence South 188.17 feet; thence S89°59'56"E 190.14 feet; thence S00°09'09"W 216.34 feet to the Point of Beginning.

## Easement B

Beginning at a point along the section line N89°50'48"W 1346.42 feet and North 175.85 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 301.21 feet; thence North 20.00 feet; thence East 301.21 feet; thence S00°00'42"W 20.00 feet to the Point of Beginning.

BK 9602 PG 7354

## Easement C

Beginning at a point along the section line N00°00'42"E 656.66 feet and West 1303.51 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°15'20"E 107.66 feet; thence S34°55'18"W 49.34 feet; thence West 65.42 feet; thence North 20.00 feet; thence East 54.99 feet; thence N34°55'18"E 32.57 feet; thence N00°15'20"W 101.32 feet; thence N89°44'40"E 20.00 feet; to the Point of Beginning.

Contains: 1.099 acres (approx. 47,899 s.f.)

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 rights-of-way and easements 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 these rights-of-way and easements are 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.

GRANTEE hereby consents to the construction of two (2) dumpster pads with cinder block walls over or across a portion of this easement in strict accordance with written plans and specifications which GRANTORS shall file with the District for its review and approval. GRANTORS hereby agree to indemnify and hold the GRANTEE, its officers, trustees, employees, representatives, agents and assigns harmless from any and all claims whatsoever for injury to persons or property, together with expenses, costs, including attorneys' fees, directly or indirectly arising out of the existence, construction, maintenance, repair, condition, use or presence of the dumpster pads with cinder block walls constructed on or over portions of the easement. The GRANTEE shall have no responsibility to replace or restore the aforesaid improvements if the same are dismantled or removed by the GRANTEE in connection with GRANTEE's repair work on the FACILITIES within the easement.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across these rights-of-way and easements nor change the contour thereof without the written consent of GRANTEE. These rights-of-way and easement grants 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.

day of	, 2008.	recuted these rights-of-way and Easements this
County Parcel No.	Acreage	<u>GRANTOR(S)</u>
27-20-351-024	1.099	
27-20-376-046	(approx. 47,889 s.f.)	
27-20-351-023		
		District-South LC
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COUNTY OF SALT LAK		
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		acknowledged to me that said limited liability
company executed the san	ne.	<u> </u>
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	4/10/20	Notary Public
My Commission Expires:	1/14/08	
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Residing in:	- Me Co.	
S		
		KRISTEN THOMAS
		3375 South 0400
		My Commission 5
		April 19, 2008 State of Utah

		District LC
		11119
		By: Jack
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On the 10	day of Hour	, 2008, personally appeared before me
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executed the same.	, ,	
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My Commission Expires:	7//9/02	-
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Residing in: \( \sum \text{UT} \)	ull w.	Notary Public
		KRISTEN I HOMAS 3375 South 8480 West
		Magna, Utah 84044 My Commission Expires
		State of Utah

