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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: JNA, DEPUTY - WI 4 P.

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

PARCEL I.D.# 26-25-100-034,
26-25-100-018, 26-25-100-037
GRANTOR: Rushmore Park LLC
(Rushmore Park Sub 1,2)
Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Northwest Quarter of Section 25, Township 3 South, Range 2 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: 1.21 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.

9 **IN WITNESS WHEREOF**, the GRANTORS have executed this right-of-way and Easement this day of May, 2014.

GRANTOR(S)

Rushmore Park LLC

By: D. L. W.

Its: Manager
Title

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 9th day of May, 2014, personally appeared before me Derek Wright who being by me duly sworn did say that (s)he is the Manager of **Rushmore Park 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.

[Signature]
Notary Public

My Commission Expires: 12/15/15

Residing in: Salt Lake

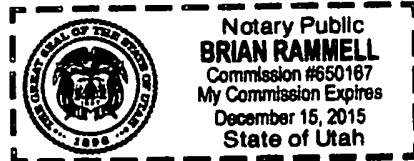


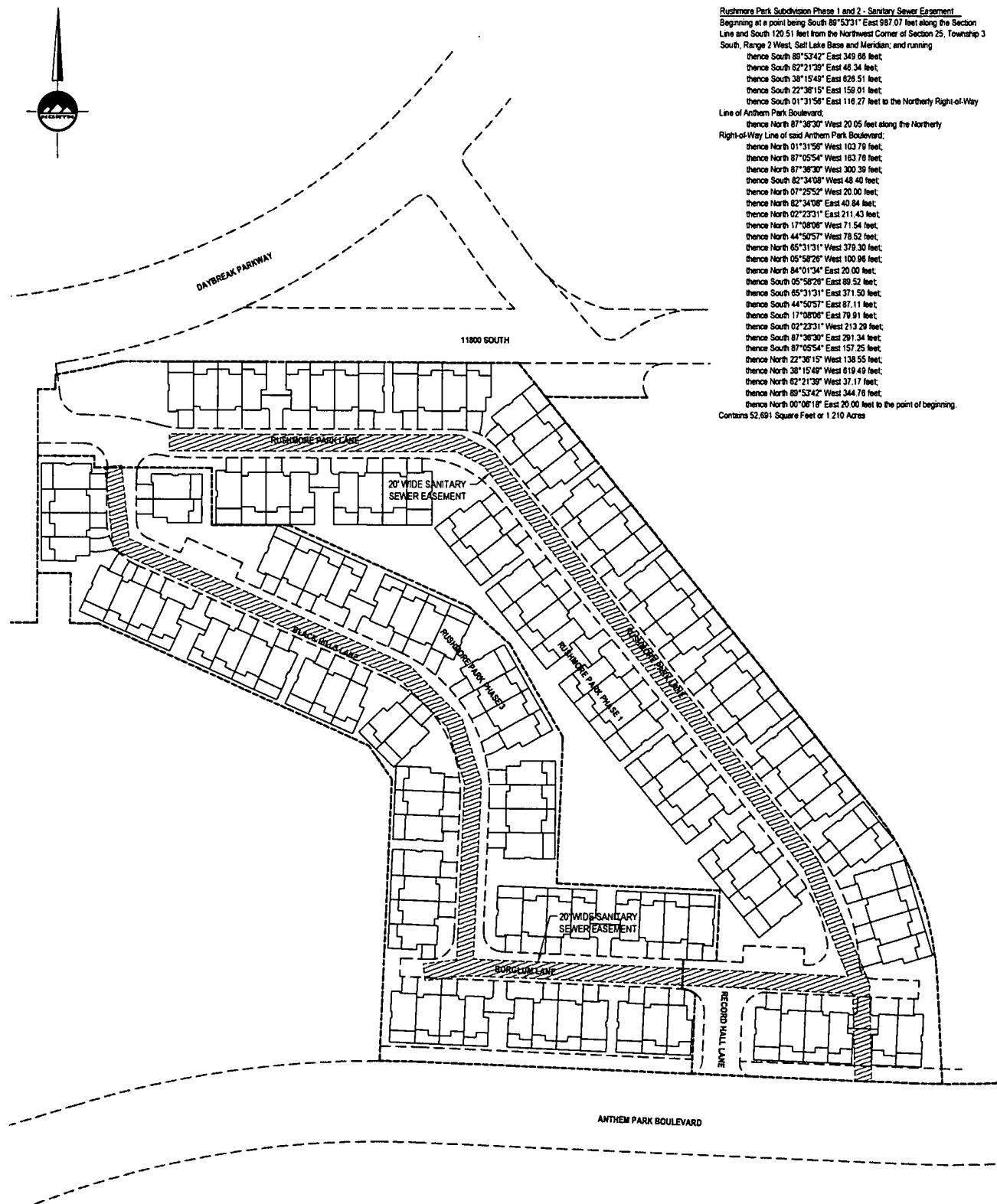
Exhibit 'A'

Rushmore Park Subdivision Phase 1 and 2 – Sanitary Sewer Easement

Beginning at a point being South 89°53'31" East 987.07 feet along the Section Line and South 120.51 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°53'42" East 349.66 feet;
thence South 62°21'39" East 46.34 feet;
thence South 38°15'49" East 626.51 feet;
thence South 22°36'15" East 159.01 feet;
thence South 01°31'56" East 116.27 feet to the Northerly Right-of-Way Line of Anthem Park Boulevard;
thence North 87°36'30" West 20.05 feet along the Northerly Right-of-Way Line of said Anthem Park Boulevard;
thence North 01°31'56" West 103.79 feet;
thence North 87°05'54" West 163.76 feet;
thence North 87°36'30" West 300.39 feet;
thence South 82°34'08" West 48.40 feet;
thence North 07°25'52" West 20.00 feet;
thence North 82°34'08" East 40.84 feet;
thence North 02°23'31" East 211.43 feet;
thence North 17°08'06" West 71.54 feet;
thence North 44°50'57" West 78.52 feet;
thence North 65°31'31" West 379.30 feet;
thence North 05°58'26" West 100.96 feet;
thence North 84°01'34" East 20.00 feet;
thence South 05°58'26" East 89.52 feet;
thence South 65°31'31" East 371.50 feet;
thence South 44°50'57" East 87.11 feet;
thence South 17°08'06" East 79.91 feet;
thence South 02°23'31" West 213.29 feet;
thence South 87°36'30" East 291.34 feet;
thence South 87°05'54" East 157.25 feet;
thence North 22°36'15" West 138.55 feet;
thence North 38°15'49" West 619.49 feet;
thence North 62°21'39" West 37.17 feet;
thence North 89°53'42" West 344.76 feet;
thence North 00°06'18" East 20.00 feet to the point of beginning.

Contains 52,691 Square Feet or 1.210 Acres



PROJECT # 4056	DATE 4/29/14	RUSHMORE PARK SUBDIVISION PHASES 1 AND 2 5355 WEST ANTHEM PARK BLVD HERRIMAN, UTAH SANITARY SEWER EASEMENT EXHIBIT		FOR: ANTHEM UTAH, LLC 6150 S. REDWOOD RD, STE 150 TAYLORSVILLE, UTAH	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	EN SIGN
1 OF 1						
FILE: 1030A/PAP/RUSHMORE SEWER						