

WHEN RECORDED, MAIL TO:

WASATCH SOUTH HILLS DEVELOPMENT CO., LLC
c/o John Lindsley
299 S Main, Ste 2400
Salt Lake City, UT 84111

Tax Parcel No. 33-08-403-005

12708562
2/1/2018 10:42:00 AM \$16.00
Book - 10643 Pg - 6719-6722
ADAM GARDINER
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 4 P.

UNDERGROUND SERVICE LINE EASEMENTS

For good and valuable consideration, WASATCH SOUTH HILLS DEVELOPMENT CO., LLC ("Grantor"), hereby conveys and grants unto the CITY OF HERRIMAN and all utility service providers approved by said City (collectively, "Grantee"), for Grantee's use and benefit, permanent, non-exclusive easements (the "Easements") over and through those portions of Grantor's real property concerning the South Hills Master Planned Community located in Salt Lake County, State of Utah, more particularly described as follows (the "Easement Property"):

The Easement Property is 10 feet-wide for installation, maintenance and access of an underground service lines (gas, cable TV, and other "dry" utility services), and is described as follows:

See Legal Descriptions of the Easements attached hereto collectively as Exhibit "A" and incorporated herein by reference.

The Easement Property is depicted in the "Easement Exhibit" attached hereto as part of Exhibit "A"

The Easement granted hereby shall include the following rights, terms, and conditions:

1. Grantee may use the Easement Property for the installation, operation, maintenance, inspection, repair, alteration, and replacement of underground service lines such as gas, cable T.V., and other dry utility services, but for no other purpose;
2. Grantor will not unreasonably interfere with Grantee's use of the Easement Property for the purposes stated herein; provided, however, that Grantor shall be allowed to construct and install the improvements required by the City of Herriman even if they are located within the Easement Property. Similarly, Grantee shall use the Easement Property in a manner that does not unreasonably interfere with or impair Grantor's intended development of the subject residential community; and
3. The rights and privileges granted herein, and the corresponding obligations, shall inure to the benefit of the parties and be binding on their successors-in-interest or assigns.
4. By making any use of the Easement Property for the purposes stated herein, Grantee (and Grantee's successors and assigns) shall be deemed to have accepted, and will

be bound by and obligated to comply with, the terms and conditions set forth in this instrument.

This instrument and the Easement granted herein may not be terminated, extended, modified or amended without the written consent of Grantor and Grantee, or their successor-in-interest or assigns, and any such termination, extension, modification or amendment shall be effective only when duly recorded in the official records of the Salt Lake County Recorder. Notwithstanding the preceding sentence, it is anticipated that a subdivision plat will be approved by the City (Grantee herein) and recorded for the subject property and will depict the easements described in this instrument. In the event of any conflict between the easements described in this instrument and the easements depicted or described in the recorded plat, the recorded plat shall govern and supersede this instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the dates set forth below, to be effective on the recording date hereof.

GRANTOR:

WASATCH SOUTH HILLS DEV CO., LLC

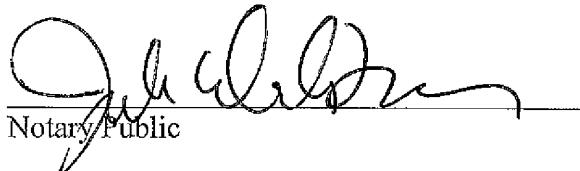
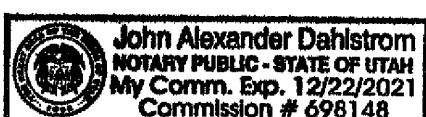
By:

Its:



STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30th day of January, 2018, by John L. Lindley, in his/her capacity as President of RSL Wasatch South Hills Dev Co., LLC.


Notary Public

SEAL:

**Exhibit A
Easement**

(Legal Description of Easement; and Easement Exhibit)

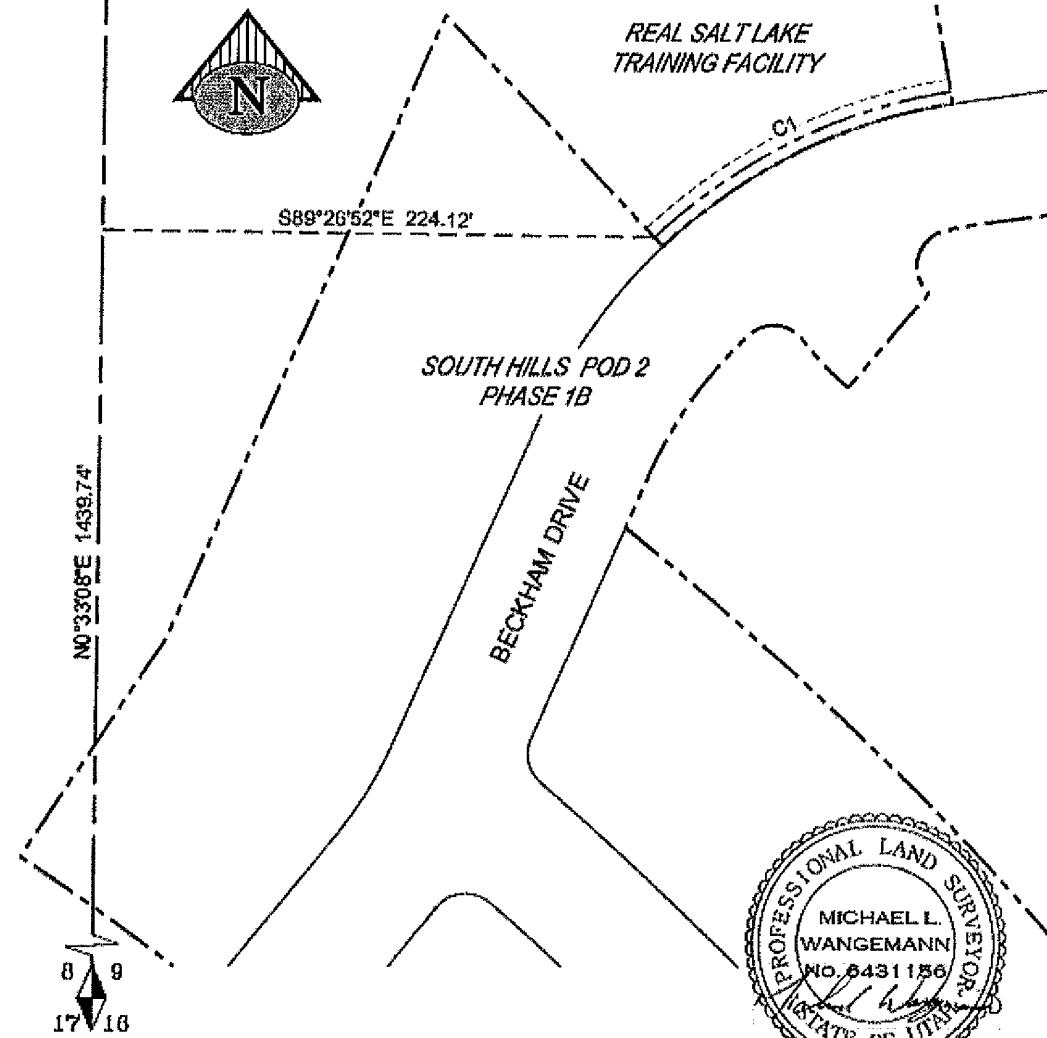
PUBLIC UTILITY EASEMENT

A UNIFORM STRIP OF LAND FOR THE PURPOSES OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES, BEING TEN (10') WIDE, THE SIDELINES ARE WHICH TO BE LENGTHENED OR SHORTENED TO MEET THE BOUNDARY LINES OF REAL SALT LAKE TRAINING FACILITY, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT THAT IS NORTH 0°33'08" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1439.74 FEET AND NORTH 89°26'52" EAST 224.12 FEET TO THE POINT OF A 230.00 FOOT NON-TANGENT RADIUS CURVE AND THE BOUNDARY LINE OF REAL SALT LAKE TRAINING FACILITY FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTHEASTERLY 135.60 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°46'49" (WHICH THE RADIUS POINT BEARS SOUTH 43°28'21" EAST AND LONG CHORD BEARS NORTH 63°25'03" EAST 133.65 FEET) TO THE BOUNDARY LINE OF SAID REAL SALT LAKE TRAINING FACILITY AND TERMINUS OF THIS DESCRIPTION.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	135.60	230.00	23°46'42"	N63°25'03"E	133.65



SCALE 1"-40'
DRAWN BY: RL
CHECKED BY: NW
DATE: 124.2018
PROJECT No. 2211

REAL SALT LAKE TRAINING FACILITY
10' PUBLIC UTILITY EASEMENT
HERRIMAN, UTAH



infinity CONSULTANTS

3310 North Traverse Mountain Blvd, Suite 200
Lehi, Utah 84043 • Tel: 801.541.3040

STREET

PR1