

When Recorded Return to:
Joel Thompson
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

14127680 B: 11431 P: 1531 Total Pages: 6
07/11/2023 01:17 PM By: dsalazar Fees: \$0.00
Rashelle Hobbs Recorder, Salt Lake County, Utah
Return To: SOUTH VALLEY SEWER DISTRICT
PO BOX 629RIVERTON, UT 84065



PARCEL I.D.# 27-31-476-002-0000

27-31-476-003-0000

GRANTOR: SUBURBAN LAND RESERVE, INC.
SOUTH MOUNTAIN ADVANCEMENT, LLC
(Village at South Mountain West Access Road)

Page 1 of 5

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. For purposes of this Easement, Suburban Land Reserve, Inc., and its successors and assigns ("SLR"), shall be considered the Grantor solely with respect to the portion of the Easement located on real property owned in fee simple by SLR, and SOUTH MOUNTAIN ADVANCEMENT, LLC, and its successors and assigns ("South Mountain") shall be considered the Grantor solely with respect the portion of the Easement located on real property owned in fee simple by South Mountain.

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: 14,976 square feet or 0.343 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.

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 31 day of May, 2023.

GRANTOR(S)

MG SUBURBAN LAND RESERVE, INC.

By: David

Its: President
Title

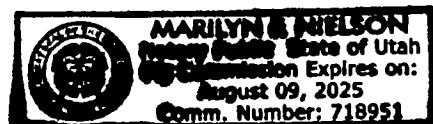
STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 31 day of May, 2023, personally appeared before me
David Cannon who being by me duly sworn did say that (s)he is the
President of **SUBURBAN LAND RESERVE, INC.** a corporation, and
that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a
resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

Marilyn J. Nelson
Notary Public

My Commission Expires: Aug 9, 2025

Residing in: Bountiful



SOUTH MOUNTAIN ADVANCEMENT, LLC

By: Steven Usdan

Its: **Steven Usdan**
Managing Member of
CCA Acquisition Company, LLC,
a California limited liability company
the managing member

STATE OF ~~UTAH~~ California
Los Angeles)
COUNTY OF ~~SALT LAKE~~)
ss

On the 15 day of May, 2023, personally appeared before me
Steven H. Usdan, who being by me duly sworn did say that (s)he is the
Authorized Person of **SOUTH MOUNTAIN ADVANCEMENT, 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.

Ally Jt

Notary Public

My Commission Expires: 10/09/2025

Residing in: LA, CA

See attached CA Jurat

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 15 day of May,
2023 by Steven H. Usdan,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ◆ Additional Information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

Exhibit 'A'

A 20.00 foot wide Sewer Easement, located in the Southeast Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton City, Salt Lake County, Utah:

Beginning at a point on the Westerly line of Old Liberty Way (4050 West Street) as dedicated per Riverton City Western Commercial District Road Dedication Plat recorded as Entry No. 13051519 in Book 2019P at Page 225 of the Official Records of Salt Lake County, located 2266.09 feet South $89^{\circ}33'28''$ East along the South line of said Section 31; and 295.03 feet North $0^{\circ}26'32''$ East from a Brass Cap Monument found marking the South Quarter Corner of said Section 31; and running thence North $89^{\circ}33'36''$ West 748.80 feet; thence North $0^{\circ}26'24''$ East 20.00 feet; thence South $89^{\circ}33'36''$ East 748.82 feet to said Westerly line; thence along said Westerly line the following two courses: South $4^{\circ}01'21''$ West 0.20 feet; and South $0^{\circ}26'46''$ West 19.80 feet to the point of beginning.

Contains 14,976 sq. ft.