

When Recorded Mail To:
City of Bluffdale
2222 West 14400 South
Bluffdale, Utah 84065
Attention: City Attorney

Affecting Parcel Nos. 33-11-200-036-0000
33-11-200-037-0000

STORM DRAIN AND PUBLIC UTILITY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned SUNDBORN, LLC, a Utah limited liability company, ("Grantor") hereby grants, conveys, and sets over unto THE CITY OF BLUFFDALE, a Utah municipal corporation, ("Grantee"), its successors and assigns, a perpetual right-of-way and easement for the purposes of constructing, reconstructing, operating, repairing, replacing and maintaining a storm water system, including the underground pipelines, and other public utilities (the "Facilities") upon that certain property of the Grantor located in Salt Lake County, State of Utah, and more particularly described as follows (the "Easement Property"):

A 20.00-foot-wide Perpetual Easement over, across and through a tract of land as described in Book 8012 at Page 926 in the Salt Lake County Recorder's Office, located in the Northeast Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah, which is 10.00 feet on both sides of the following described alignment:

BEGINNING at a point on the North right-of-way line of 14600 South Street, which is 889.39 feet North 89°27'51" East along the section line and 53.00 feet North 00°32'09" West from the Center Quarter corner of said Section 11, and running thence North 31°13'55" East 101.61 feet; thence North 00°13'18" West 2361.20 feet; thence North 29°00'27" East 180.93 feet to the point of terminus.

Contains 52,875 square feet or 1.214 Acres.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, TOGETHER WITH a right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns as is reasonably necessary to access the Easement Property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities subject to and in accordance with that certain Real Estate Transfer and Development Agreement dated December 8, 2020.

This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

Dated this September 9, 2023.

Sundborn, L.L.C.

James Seaberg
James Seaberg, Manager

Carrara Properties, LLC

James Seaberg
James Seaberg, Manager

Modena, LLC

James Seaberg
James Seaberg, Manager

Catania SFH, LLC

James Seaberg
James Seaberg, Manager

Mountain Point Business Center 1, LLC

James Seaberg
James Seaberg, Manager

Mountain Point Business Center 2, LLC

James Seaberg
James Seaberg, Manager

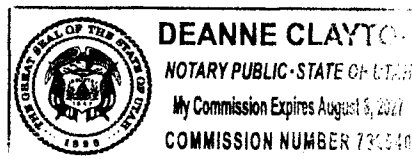
STATE OF UTAH

COUNTY OF UTAH

On SEPTEMBER 9TH 2023, before me, personally appeared James Seaberg, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Sundborn, L.L.C.

Deanne Clayton
Notary Public

STATE OF UTAH



EXP 8.5.27
Comm# 732540

STATE OF UTAH

COUNTY OF UTAH

On _____, before me, personally appeared James Seaberg, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Sundborn, L.L.C.

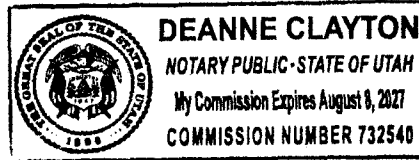
Notary Public

STATE OF UTAH

COUNTY OF UTAH

On SEPTEMBER 9TH 2023, before me, personally appeared James Seaberg, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Carrara Properties, LLC.

Deanne Clayton
Notary Public

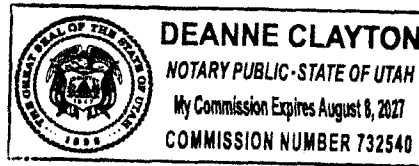


STATE OF UTAH

COUNTY OF UTAH

On SEPTEMBER 9TH 2023 before me, personally appeared James Seaberg, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Modena, LLC.

Deanne Clayton
Notary Public

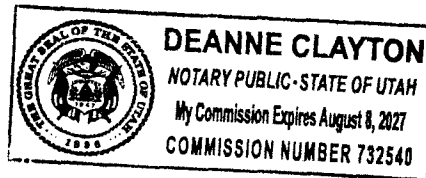


STATE OF UTAH

COUNTY OF UTAH

On SEPTEMBER 9TH 2023 before me, personally appeared James Seaberg, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Catania SFH, LLC.

Deanne Clayton
Notary Public

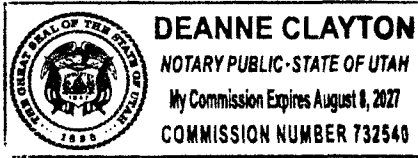


STATE OF UTAH

COUNTY OF UTAH

On SEPTEMBER 9TH, 2023 before me, personally appeared James Seaberg, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Mountain Point Business Center 1, LLC.

Deanne Clayton
Notary Public



STATE OF UTAH

COUNTY OF UTAH

On SEPTEMBER 9TH, 2023 before me, personally appeared James Seaberg, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Mountain Point Business Center 2, LLC.

Deanne Clayton
Notary Public

