

9327449

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

9327449
03/21/2005 01:37 PM \$0.00
Book - 9107 Pg - 5277-5280
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
874 E 12400 S
DRAPER UT 84020
BY: ZJM, DEPUTY - WI 4 P.

PARCEL I.D.# 32-03-200-048,
32-03-200-045, 32-03-200-043
GRANTOR: Lowell W. Hamilton Properties, LC
Fieldstone Homes Utah LLC
as part of Hamilton Farms 3
Page 1 of 4

EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the Northeast Quarter of Section 3, Township 4 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, 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 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:

COMMENCING at the Northeast Corner of said Section 3; Thence North 89°56'54" West 2066.72 feet coincident with the north line of said Northeast Quarter; Thence perpendicularly South 00°03'06" West 1134.79 feet to the POINT OF BEGINNING; Thence South 45°00'00" West 154.71 feet; Thence South 45°00'00" East 20.00 feet; Thence North 45°00'00" East 166.37 feet to a point on a non-tangent curve; Thence Northwesterly 23.30 feet along the arc of a 60.00 foot radius curve to the right (chord bears North 75°14'31" West 23.15 feet) through a central angle of 22°14'48" to the POINT OF BEGINNING.

Also commencing at the Northeast Corner of said Section 3; Thence North 89°56'54" West 1774.42 feet coincident with the north line of said Northeast Quarter to the POINT OF BEGINNING; Thence South 00°00'00" West 728.37 feet; Thence South 90°00'00" West 91.39 feet to the East Boundary of Hamilton Farms Phase 3 and the TERMINUS of the above-described center line.

Contains: 0.449 acres (approx. 19,588.56 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.

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.

IN WITNESS WHEREOF, the GRANTORS have executed these rights-of-way and Easements this 14 day of March, 2005.

| | |
|--------------------------|--------------------------|
| <u>County Parcel No.</u> | <u>Acreage</u> |
| 32-03-200-048 | 0.449 |
| | (approx. 19,588.56 s.f.) |

GRANTOR(S)

Lowell W. Hamilton Properties, LC

By: *[Signature]*

Its: Manager
Title

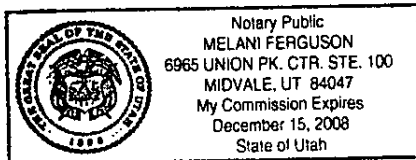
STATE OF UTAH)
)
 :ss
 COUNTY OF SALT LAKE)

On the 14 day of MARCH, 2005, personally appeared before me Kyle HAMILTON who being by me duly sworn did say that (s)he is the MANAGER of Lowell W. Hamilton Properties LC, 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.

My Commission Expires: 12-15-2008

Residing in: Salt Lake City, Utah

[Signature]
 Notary Public



Fieldstone Homes Utah LLC

By: _____

Its: LAND ACQ. MGR.
Title

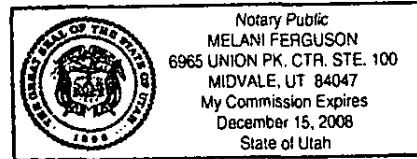
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 14 day of MARCH, 2005, personally appeared before me Griffen Johnson who being by me duly sworn did say that (s)he is the ~~Griffen J Land Acq. Manager~~ of **Fieldstone Homes Utah 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.


Melani Ferguson
Notary Public

My Commission Expires: 12-15-2008

Residing in: SLC, UTAH





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|----------|-------------|---|--------|---|
| DESIGNED | DRAWN | Hamilton Farms Phase 3 Sanitary Sewer Easement | 2-9-05 |  |
| | M. Hicken | | | |
| | APPROVED | | | |
| | M. Foerster | | | |