When Recorded Return to: Mr. Craig L. White South Valley Sewer District P.O. Box 908 Draper, Utah 84020 9446106 07/29/2005 03:46 PM \$20.00 Book - 9166 P9 - 4358-4363 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH TALON GROUP BY: SBM, DEPUTY - WI 6 P.

PARCEL I.D.# 27-29-300-006, 27-29-376-001 GRANTOR: Riverton Meadows Partners, LLC as part of Riverton Meadows Commercial Subdivision Page 1 of 6

EASEMENT

A twenty (20) foot wide sanitary sewer non-exclusive easement located in the Southwest Quarter of Section 29, Township 3 South, Range 1 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 non-exclusive 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"

Contains: 0.69 acres (approx. 29,934 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 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

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 W	HEREOF, the GRANT , 2005.	ORS have executed this right-of-way and Easement this
County Parcel No.	Acreage	GRANTOR(S)
7-26x35x4x9009	WANT ROLL	
7-29-300-006	KACKOKOK X 3COXIXCX	0.69 acres
27-29-376-001	(approx. 29	,934 s.f.) RIVERTON MEADOWS PARTNERS, LLC, a Nevada limited liability company
		By: The Merrill Companies, LLC, a California limited liability company, Its Co-Manager
		By: David M. Frank, Manager
		By: Bangerter 126 Real Estate Holdings, LLC, a Nevada limited liability company, Its Co-Manager
		By: Kevin Goldhan, he Manager LLC Name
COUNTY OF Las Angel	(<u></u>)	
COUNTY OF LOS AND	<u>්</u> ල)	
mou 2 Action Column Action Col	day, of of and that the within and ful meeting held by author	, 2005, personally appeared before me who being by me duly sworn did say that (s)he is the a foregoing instrument was duly authorized by the limited ority of its operating agreement; and duly acknowledged he same.
		/ Into
Ay Commission Expires:	March 14,2008.	Notary Public
		PIROUZ M. ADELI Commission # 1476432 Notary Public - California Los Angeles County My Comm. Expires Mar 14, 2008

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 , 2005. **GRANTOR(S)** Acreage **SACKRESSERVINDO** MANUX XXXXX 27-29-300-006 0.69 acres (approx. 29,934 s.f) RIVERTON MEADOWS PARTNERS, LLC, 27-29-376-001 a Nevada limited liability company The Merrill Companies, LLC, a California limited liability company, Lts Co-Manager David M. Frank, Manager Bangerter 126 Real Estate Holdings, LLC, a Nevada limited liability company, Its Co-Manager Kevin Golshan, its Manager LLC Name COUNTY OF CL , 2005, personally appeared before me who being by me duly sworn did say that (s)he is the Merrill Companies a David Manager 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: $\frac{2-13-08}{}$ **NOTARY PUBLIC** STATE OF NEVADA ant Exec 02-12-2008

"Exhibit A"

Contains:

- Attached Sanitary Sewer Legal Description Labeled, "20' Sanitary Sewer Easement"
 Attached Map Labeled "Depiction of Easement"

20' SANITARY SEWER EASEMENT

AN 20 FOOT WIDE EASEMENT FOR SANITARY SEWER PURPOSES, IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE CITY OF RIVERTON, COUNTY OF SALT LAKE, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING S89°49'21"E GRID (NAD83(1994)UTAH CENTRAL ZONE) ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 1320.22 FEET TO SAID EAST LINE, AND N00°06'26"E ALONG SAID LINE 164.61 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE N89°45'57"W 92.53 FEET; THENCE N00°14'03"E 20.00 FEET; THENCE S89°45'57"E 71.00 FEET; THENCE N00°14'03"E 326.50 FEET; THENCE N89°45'57"W 251.96 FEET; THENCE S00°14'03"W 348.50 FEET; THENCE N89°45'57"E 246.64 FEET; THENCE N00°14'03"E 348.50 FEET; THENCE S89°45'57"E 398.55 FEET; THENCE N00°14'03"E 348.50 FEET; THENCE N89°45'57"E 398.55 FEET; THENCE S24°06'39"E 21.95 FEET; THENCE N89°45'57"E 81.01 FEET; THENCE S00°14'03"W 326.50 FEET; THENCE S89°45'57"E 81.01 FEET; THENCE S00°14'03"W 20.00 FEET; THENCE N89°45'57"W 79.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.69 ACRES (29,934 SF), MORE OR LESS.

UNE TABLE 500714'03"W \$69'45'57"E N69'45'57'W N00'14'03'E 20.00° 81.01° 115.64° # #+# # NB01403 E S89'45'57'E N69'45'37'W N69'45'57'W N69'45'57'W 92.53 3 T12,69,28 CL CREEK MEADOW ROAD -\$0074'03'W NC0714"03"E BASIS OF BEADAGS 231.86 587'45'S7'E CINE S0014'03"# 348.50 12600 SOUTH (SECTION LOT 2 9.08 ACRES 394,565 SF BANGERTER HIGHWAY (SR-154) SOUTHWEST CONNER OF SEC.
29, 1.35, R.TH., S.L.B.AM.,
PIOU 3" BRASS CAP HI SHOP
UTAM STATE PLANE COORDINATE SYSTOM
HAD B3(1994), UTAM CENTRAL — 4302, U.S. SURVEY ITFT PROJ#: 05-0010 DATE: 7/26/05 REV#: 1 ASI#: 1 SCALE: 1" = 200' CLC ASSOCIATES
350 BOUTH 400 EAST
0UTC 304
BALT LAKE CITY
UTAM Del 1505
P 001 363 9604
CLCABSOC.CDM DEPICTION OF EASEMENT 20' SANITARY SEWER EASEMENT ARCHITECTURE
ENGINEERING PLANNING
ANDSCAPE ARCHITECTURE
LAND BURVEYING RIVERTON CITY, UTAH OF 1 DEPICTION OF EASEMENT

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