

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

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 10/03/2005 10:16 AM \$0.00  
 Book - 9197 Pg - 3493-3497  
 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 5 P.

**PARCEL I.D. #27-32-300-021**  
**Grantor:** Home Depot U.S.A., Inc.  
 as part of Home Depot, Riverton

## CORRECTED EASEMENT

THIS CORRECTED EASEMENT (the "Corrected Easement") is entered into as of September 19, 2005, by and among HOME DEPOT U.S.A., INC., a Delaware corporation ("Grantor") whose address is 3800 West Chapman Avenue, Orange, California 92868, Attention Real Estate Department and Legal Department, and SOUTH VALLEY SEWER DISTRICT, a body politic of the State of Utah ("Grantee") whose address is P.O. Box 908, Draper, Utah 84020, with respect to the following:

A. Grantor conveyed to Grantee a sanitary sewer easement pursuant to that certain Easement (the "Initial Easement") dated November 22, 2004 and recorded on January 10, 2005 as Entry No. 9270500 in Book 9082 at Page 2743. Grantor further conveyed to Grantee a second sanitary sewer easement pursuant to that certain Easement (the "Second Easement") dated May 17, 2005 and recorded on May 26, 2005 as Entry No. 9387097 in Book 9135 at Page 8675. Subsequently, Grantee abandoned a portion of the Initial Easement by that certain Partial Abandonment of Easement (the "Abandonment") dated June 1, 2005 and recorded on June 20, 2005 as Entry No. 9408856 in Book 9147 at Page 1958. The Initial Easement, the Second Easement and the Abandonment are hereby collectively referred to as the "Prior Instruments". The Prior Instruments contained several errors in the legal descriptions that will be corrected by this Corrected Easement.

B. *Grantor and Grantee desire to correct, amend and restate the Prior Instruments pursuant to the terms and conditions of this Corrected Easement.*

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Grantee and Grantor agree as follows:

This Corrected Easement corrects, amends and restates the Prior Instruments. Notwithstanding the foregoing, the priority of this Corrected Easement shall relate back to the priority of the Initial Easement.

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 32, 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, Grantor hereby grants, conveys, sells, and sets over unto Grantee, its successors and assigns, a non-exclusive 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 Grantor's 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:

Beginning at a point on the North Line of 13400 South Street as widened being 1053.35 feet North 89°51'35" West along the Section Line and 52.88 feet North 0°08'37" East from the South Quarter Corner of said Section 32, and running thence North 2°33'32" West 296.52, thence North 89°46'40" West 95.00 feet, thence North 7°34'17" West 79.00 feet, thence North 43°23'21" West 182.00 feet, thence South 86°34'39" West 58.00 feet, thence North 57°33'23" West 278.19 feet, thence North 45°00'00" West 474.17 feet to the endpoint of this easement centerline

Contains: 0.672 acres (approx. 29,257.60 s.f.). An approximate depiction of the above referenced easement area is shown on the attached Exhibit A, which is incorporated herein by this reference.

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 Grantor's 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. Grantor 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.

Grantor shall not build or construct, or permit to be built or constructed, any building or other improvements over or across this right-of-way and easement nor change the contour thereof without the written consent of Grantee. Nothing herein shall prohibit Grantor from constructing, maintaining, repairing and replacing curbs and gutters, sidewalks, pavement, landscaping or other similar improvements not having footings or a foundation over and across the above described easement area that do not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder. 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.



EXHIBIT A

(Depiction of Easement Area)

[See Attached.]

*scf*

