

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

9155194  
 08/25/2004 12:11 PM \$16.00  
 Book - 9029 Pg - 6580-6583  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 INTEGRATED TITLE INS. SERVICES  
 BY: ALG, DEPUTY - WI 4 P.

PARCEL I.D.# 32-01-225-001  
 GRANTOR: BRK, LLC  
 as part of Monarch Meadows Phase 12  
 Page 1 of 4

## EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Northeast Quarter of Section 1, 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, 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 of the GRANTORS' land lying within a strip twenty (20) feet wide, more particularly described as follows:

BEGINNING AT A POINT ALONG THE EASTERLY LINE OF THE PROPOSED MONARCH MEADOWS PHASE 12 SUBDIVISION, SAID POINT BEING NORTH 89°53'22" WEST ALONG THE SECTION LINE 581.31 FEET AND SOUTH 448.76 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°53'23" EAST 43.76 FEET; THENCE SOUTH 20.00 FEET; THENCE NORTH 89°53'23" WEST 43.76 FEET TO SAID EASTERLY LINE; THENCE NORTH ALONG SAID EASTERLY LINE 20.00 FEET TO THE POINT OF BEGINNING.

Contains: 0.0201 acres (approx. 875.20 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 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 20<sup>th</sup> day of August, 2004.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
32-01-225-001	0.0201	
	approx. 875.20 s.f.)	

BRK, LLC

By: \_\_\_\_\_

Its: Manager  
Title

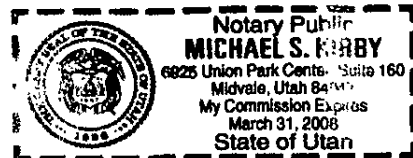
STATE OF UTAH                    )  
  :ss  
COUNTY OF SALT LAKE        )

On the 20<sup>th</sup> day of August, 2004, personally appeared before me Ryan V. Starker who being by me duly sworn did say that (s)he is the Manager of BRK, 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.

[Signature]  
Notary Public

My Commission Expires: 3-31-08

Residing in: Midvale, Utah

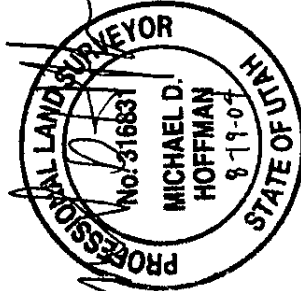


NORTH CORNER OF SECTION 1,  
TOWNSHIP 4 SOUTH, RANGE 2  
WEST, S.L.B.&M.

NORTHEAST CORNER OF SECTION  
1, TOWNSHIP 4 SOUTH, RANGE  
2 WEST, S.L.B.&M.

N 89°53'22" W 581.31'

SOUTH 448.76'

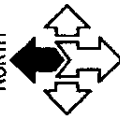


MONARCH MEADOWS PHASE 12

POINT OF BEGINNING

PROPOSED SEWER EASEMENT

NORTH



NOT TO SCALE

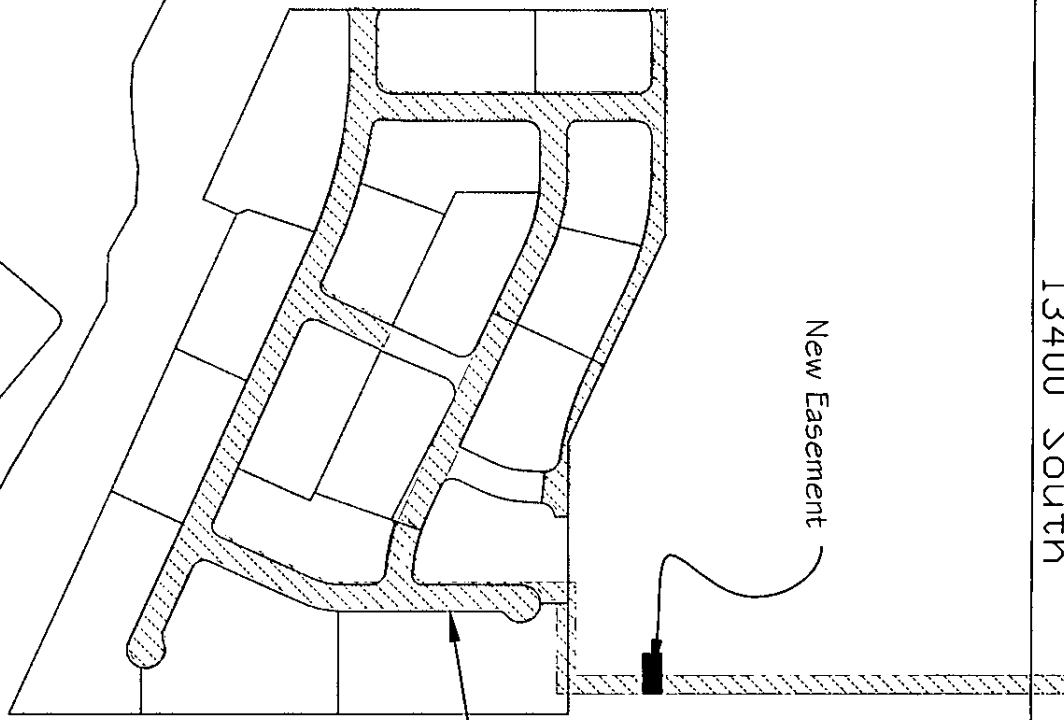
SANITARY SEWER EASEMENT

13400 South

Monarch Meadows Parkway

13400 South

STAVE



New Easement

Existing Easements



Monarch Meadows 12  
Sanitary Sewer Easement

7-26-04

DESIGNED

CHECKED

M. Foerster

DRAWN

APPROVED

M. Hicken  
M. Foerster

1" = 200'

