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10/12/2010 10:12 AM \$16.00
Book - 9867 Pg - 7327-7330
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MILLER DEVELOPMENT
5640 S RILEY LN
SLC UT 84123
BY: BRR, DEPUTY - WI 4 P.

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

PARCEL I.D.# 26-26-226-001
GRANTOR: Herriman Apartment
Associates, LLC
(Farm Gate)
Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Northeast Quarter of Section 26, Township 3 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(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 0.220 acres (approx. 9,543 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.

11th IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this day of October, 2010.

GRANTOR(S)

Herriman Apartment Associates, LLC
By its ~~manager~~, Miller Development
Company, Inc. a Utah corporation
By: _____
Its: CEO of Miller Development Company, Inc
Title Manager

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

On the 11th day of October, 2010, personally appeared before me Jay Minnick who being by me duly sworn did say that (s)he is the ~~CEO of Miller Development Company, Inc. in name~~ CEO of Miller Development Company, Inc of Herriman Apartment Associates, 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.

My Commission Expires: 2/11/11
Residing in: Salt Lake County

Tiffany Pack
Notary Public

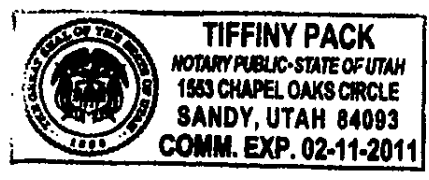
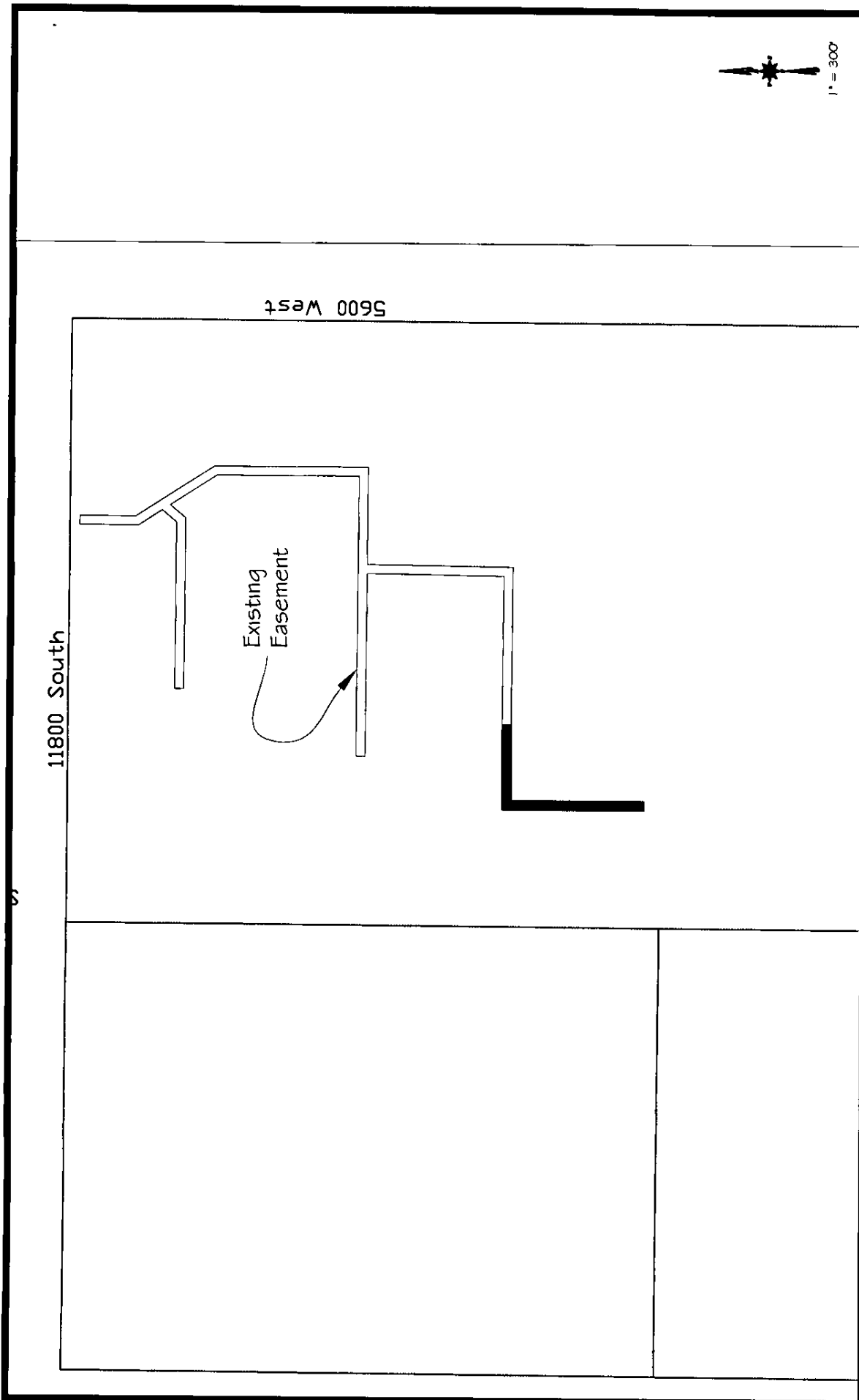


EXHIBIT "A"

FARMGATE SEWER EASEMENT- APRIL 15, 2009

BEGINNING AT A POINT NORTH 89°59'00" WEST 274.60 FEET ALONG THE SECTION LINE AND SOUTH 00°23'30" WEST 989.22 FEET AND NORTH 89°36'30" WEST 604.81 FEET FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°03'11" WEST 20.00 FEET; THENCE NORTH 89°56'49" WEST 165.17 FEET; THENCE SOUTH 00°03'11" WEST 292.00 FEET; THENCE NORTH 89°56'49" WEST 20.00 FEET; THENCE NORTH 00°03'11" EAST 312.00 FEET; THENCE SOUTH 89°56'49" EAST 185.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,543 SQUARE FEET OR 0.22 ACRES, MORE OR LESS.



1" = 300'



Farm Gate
Sanitary Sewer Easement

Proposed Easement

4-22-09

DESIGNED

DRAWN

M. Hicken

APPROVED

M. Foerster

M. Foerster