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08/25/2005 11:21 AM \$0.00  
Book - 9178 Pg - 7497-7500  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
374 E 12400 S  
DRAPER UT 84020  
BY: NEH, 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.# 27-20-301-015,  
27-20-376-013, 27-20-376-011,  
27-20-351-010, 27-20-351-004,  
27-20-351-008, 27-20-376-036,  
27-20-376-029, 27-20-376-008,

GRANTOR: District L.C. and Boyer Company L.C.  
as part of District at South Jordan  
Page 1 of 4

## EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the Southwest Quarter of Section 20, 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, 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:

Beginning at a point on the West Line of 3600 West Street as it exists at 33.00 foot half-width being 647.02 feet North 0°00'42" East along the Quarter Section Line; and 33.00 feet North 89°59'18" West from the South Quarter Corner of said Section 20; and running thence North 89°59'18" West 339.62 feet; thence North 0°00'42" East 549.39 feet to a point hereafter referenced as 'Point A'; thence continuing North 0°00'42" East 285.00 feet to the North Line of Grantor's Property and the endpoint of this easement centerline.

ALSO: Beginning at previously described reference 'Point A'; and running thence North 89°59'18" West 408.54 feet; thence North 0°00'42" East 1222.70 feet to the endpoint of this easement centerline.

ALSO: Beginning at a point on the North Line of 11800 South Street as it exists at 33.00 foot half-width being 1336.45 feet North 89°50'48" West along the Section Line; and 33.00 feet North 0°00'42" East from the South Quarter Corner of said Section 20; and running thence North 0°00'42" East 540.05 feet;

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thence North 18°12'02" East 73.68 feet to a point hereafter referenced as 'Point B'; thence continuing North 0°00'42" East 547.05 feet to a point hereafter referenced as 'Point C'; thence North 18°18'36" West 140.13 feet; thence North 0°00'42" East 1000.00 feet to a point hereafter referenced as 'Point D'; thence North 23°03'32" East 185.08 feet; thence North 0°21'15" West 124.60 feet to the South Line of 11400 South Street as it exists at 33.00 foot half-width and the endpoint of this easement centerline.

ALSO: Beginning at previously described reference 'Point B'; and running thence South 89°59'18" East 238.40 feet to the endpoint of this easement centerline.

ALSO: Beginning at previously described reference 'Point C'; and running thence North 89°59'18" West 544.59 feet; thence North 0°00'42" East 100.00 feet to the endpoint of this easement centerline.

ALSO: Beginning at previously described reference 'Point D'; and running thence North 72°20'00" West 45.00 feet to the endpoint of this easement centerline.

Contains: 2.913 acres (approx. 126,877 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 10th day of AUGUST, 2005.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
27-20-301-015	2.913	
27-20-376-013	(approx. 126,877 s.f.)	
27-20-376-011		
27-20-351-010		
27-20-351-004		
27-20-376-036		
27-20-376-029		
27-20-376-008		
27-20-351-008		

By: [Signature]  
District L.C.  
Steven B. Ostler  
Devon M. Glenn  
Its: Manager  
Title

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On the 11th day of August, 2005, personally appeared before me Devon M. Glenn ~~Steven B. Ostler~~ who being by me duly sworn did say that he is the **Manager** of **District L.C.**, 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: 0-20-07

Residing in: Salt Lake City

[Signature]  
Notary Public



By: [Signature]  
Boyer Company L.C.  
Its: Manager  
Title

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On the 11th day of August, 2005, personally appeared before me Devon M. Glenn who being by me duly sworn did say that he is the Manager of **Boyer Company L.C.**, 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: 8-20-07

Residing in: Salt Lake City

[Signature]  
Notary Public



