When Recorded Return to: Mr. Craig L. White South Valley Sewer District P.O. Box 908 Draper, Utah 84020 10537421
10/08/2008 02:10 PM \$□.□□
Book - 9649 P9 - 6177-6179
GARY W. □TT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: ZJM, DEPUTY - WI 3 P.

PARCEL I.D.# 33-12-300-047, 33-13-100-027 GRANTOR: Porter's Point LLC (Bluffdale Heights Commercial Park Outfall) Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 12, Township 4 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 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, 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:

Commencing at the Southwest Corner of said Section 12, thence 1,418.92 feet North 00°08'07" East along the West Section Line of said Section 12, and 223.67 feet South 89°51'53" East to the TRUE POINT OF COMMENCEMENT, running thence South 33°33'51" West 196.74 feet; Thence South 20°13'21" West 109.54 feet; Thence South 07°34'23" West 109.25 feet; Thence South 00°04'23" West 185.23 feet; Thence South 00°16'57" East 239.07 feet; Thence South 00°17'01" East 395.89feet; Thence South 00°16'43" East 349.99 feet; Thence South 04°37'30" West 96.40 feet; Thence South 18°04'24" West 205.85 feet; Thence South 34°13'00" West 97.84 feet; Thence South 52°08'00" East 321.34 feet to the Point of Terminus.

Contains: 1.059 acres (approx. 2307.14 l.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.

day of SEPTEMBER_, 2008.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this

County Parcel No. Acreage GRANTOR(S) 33-12-300-047 1.059 acres 33-13-100-027 (approx. 2307.14 l.f.) STATE OF UTAH :ss COUNTY OF SALT LAKE) Mark Stead day of Sep 2008, personally appeared before me who being by me duly sworn did say that (s)he is the of **Porter's Point LLC** a limited liability company, and that the anager 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. Notary Public My Commission Expires: Residing in: DRAPER, UTAH 84020

