When Recorded Return to: Mr. Craig L. White South Valley Sewer District P.O. Box 629 Riverton, UT 84065 12429262 12/07/2016 02:20 PM \$ 16.00 Book - 10508 P9 - 4284-4287 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH MATT NROGAN 646 W 9400 S SANDY UT 84070 BY: CBA, DEPUTY - WI 4 P.

PARCEL I.D.# 34-07-203-041 GRANTOR: Sterling Village, LLC (Sterling Heights Subdivision) Page 1 of 4

## **EASEMENT**

A twenty (20) foot wide sanitary sewer easement located in the North Half of Section 7, Township 4 South, Range 1 East, 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: 0.47 acres

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.

|                                       | GP ANTOP (G)   |
|---------------------------------------|--|
|                                       | <u>GRANTOR(S)</u>  |
|                                       | Sterling Village LLC   |
|                                       | By: 1 cmli-  |
|                                       | Its: MANAUER   |
| CTATE OF LITALI                       | Title  |
| STATE OF UTAH ) :ss                   |  |
| COUNTY OF SALT LAKE )                 |  |
| TON A. IVANOS W                       | , 2014, personally appeared before me ho being by me duly sworn did say that (s)he is the                |
|                                       | ng Village LLC a limited liability company, and that orized by the limited liability company at a lawful |
|                                       | ent; and duly acknowledged to me that said limited   |
| liability company executed the same.  |  |
|                                       | n. 12 6-   |
|                                       | Los S.   |
| M.C F. LANB                           | Notally Public   |
| My Commission Expires: <u>U-17-18</u> |  |
| Residing in: Salt lake City, w        |  |
|                                       |  |

COMM. EXP. 06-17-2018

## Exhibit 'A'

Sterling Village L.L.C. Parcel No. 3407203041

## SEWER EASEMENT

A Sanitary Sewer Easement being 20.00 feet in width and more particularly described as follows:

Beginning at a point being South 01°14'35" East, along the quarter section line, 1109.28 Feet and North 88°45'25" East 163.38 Feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North 67°31'37" East 23.33 feet; thence South 53°27'41" East 41.83 feet; thence 485.72 feet along the arc of a 677.00 foot non-tangent radius curve to the right (Chord bears South 13°24'12" West 475.37 feet); thence 96.98 feet along the arc of a 105.50 tangent radius curve to the left (Chord bears South 7°37'21" West 93.60 feet); thence South 75°38'22" East 17.06 feet; thence North 64°01'27" East 128.88 feet; thence South 25°58'33" East 20.00 feet; thence South 64°01'27" West 136.22 feet; thence North 75°38'22" West 26.22 feet; thence South 73°38'53" West 103.17 feet; thence South 43°05'24" West 136.59 feet; thence North 46°54'36" West 20.00 feet; thence North 43°05'24" East 142.06 feet; thence North 73°38'53" East 100.33 feet; thence 110.81 feet along the arc of a 125.50 non-tangent radius curve to the right (Chord bears North 8°39'47" East 107.24 feet); thence 462.87 feet along the arc of a 657.00 foot tangent radius curve to the left (Chord bears North 13°46'26" East 453.36 feet); thence North 53°27'41" West 45.21 feet to the point of beginning.

Contains 0.47 Acres or 20,525 SF

