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WHEN RECORDED MAIL TO:
Craig L. White, District Manager
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

13166353
01/09/2020 11:54 AM \$0.00
Book - 10882 Pg - 9821-9826
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: STA. DEPUTY - WI 6 P.

PARCEL I.D.# 27-31-376-001
GRANTOR: RIVERTON CENTERCAL 2, LLC,
(Mountain View Village 2)
Page 1 of 5

EASEMENT

Twenty (20) foot wide sanitary sewer easements located in the South Half of Section 31, 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 GRANTOR(S) hereby grant, convey, sell, and set over unto South Valley Sewer District, a political subdivision 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, 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:

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

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 as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction and/or maintenance 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. After initial construction of the FACILITIES, by GRANTEE, GRANTEE, at GRANTEE's sole expense, will maintain or repair, the FACILITIES, if needed, within the immediate pipe zone area, which area is described as follows: that area twelve inches above, six inches below and twelve inches immediately adjacent to the sewer pipe. GRANTOR(S) will hereafter, at GRANTORS' sole expense, maintain and repair all improvements of any kind and all areas located outside of the immediate pipe zone area, which shall include but not be limited to, grading, trench consolidation, utilities, irrigation facilities and any other improvements located within or adjacent to the twenty (20) foot wide easement area described hereinabove.

GRANTOR(S) 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.

GRANTOR(S) 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 GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

The covenants and provisions contained herein shall be deemed to run with the land and shall be binding upon the GRANTOR(S) and the GRANTEE and their respective heirs, officers, employees, members, representatives, agents, successors and assigns.

IN WITNESS WHEREOF, the GRANTOR(S) have executed this right-of-way and Easement this _____ day of _____, 20__.

GRANTORS

see attached

RIVERTON CENTERCAL 2, LLC,

By: _____

Its: SVP & General Counsel
Title

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

On the _____ day of _____, 20__, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of Riverton Centercal 2, 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.

see attached

Notary Public

My Commission Expires: _____

Residing in: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

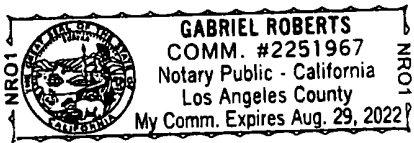
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On December 19, 2019 before me, Gabriel Roberts, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Dennison
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

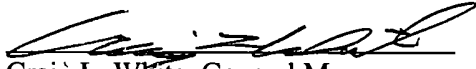
Capacity(ies) Claimed by Signer(s)

| | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer – Title(s): _____ | <input type="checkbox"/> Corporate Officer – Title(s): _____ |
| <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |


AGREED TO AND ACCEPTED BY:

GRANTEE:

South Valley Sewer District


Craig L. White, General Manager

ATTEST:


Clerk

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 6th day of January, 2020, personally appeared before me Craig L. White, who being by me duly sworn, did say that he is the General Manager of **SOUTH VALLEY SEWER DISTRICT**, a governmental entity, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and acknowledged to me that the District executed the same.


NOTARY PUBLIC

My Commission Expires: 2-13-23

Residing in: Salt Lake County

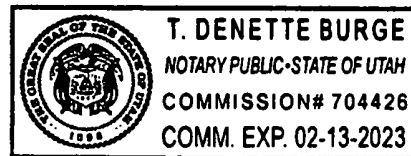


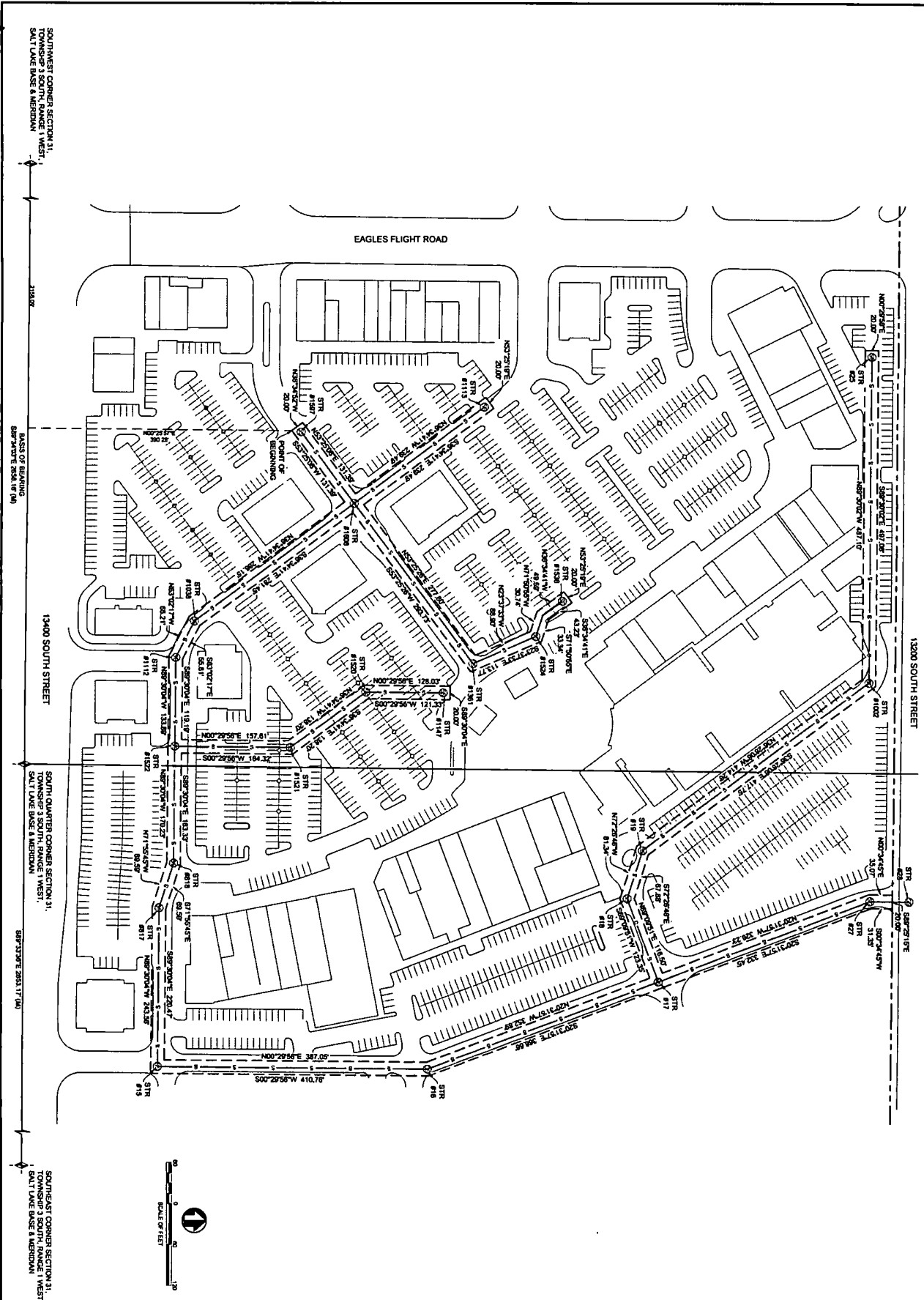
Exhibit "A"

**Mountain View Village Phase 2
Sewer**

11-20-19 SRV

Beginning at a point being South 89°34'03" East, along the section line, 2158.09 feet and North 00°25'57" East 390.28 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 36°34'52" West 20.00 feet; thence North 53°25'08" East 131.39 feet; thence North 36°34'41" West 239.49 feet; thence North 53°25'19" East 20.00 feet; thence South 36°34'41" East 239.49 feet; thence North 53°25'26" East 277.80 feet; thence North 23°37'33" West 88.90 feet; thence North 71°50'55" West 30.74 feet; thence North 36°34'41" West 49.59 feet; thence North 53°25'19" East 20.00 feet; thence South 36°34'41" East 43.23 feet; thence South 71°50'55" East 33.34 feet; thence South 23°37'33" East 113.77 feet; thence South 53°25'26" West 293.73 feet; thence South 36°34'41" East 281.45 feet; thence South 63°02'17" East 55.81 feet; thence South 89°30'04" East 119.19 feet; thence North 00°29'56" East 157.61 feet; thence North 36°34'41" West 138.20 feet; thence North 00°29'56" East 128.03 feet; thence South 89°30'04" East 20.00 feet; thence South 00°29'56" West 121.33 feet; thence South 36°34'41" East 138.20 feet; thence South 00°29'56" West 164.32 feet; thence South 89°30'04" East 163.33 feet; thence South 71°55'45" East 69.59 feet; thence South 89°30'04" East 220.47 feet; thence North 00°29'56" East 387.05 feet; thence North 20°31'57" West 352.89 feet; thence South 69°09'51" West 123.35 feet; thence North 72°26'46" West 81.34 feet; thence North 36°28'08" West 414.26 feet; thence North 89°30'02" West 487.10 feet; thence North 00°29'58" East 20.00 feet; thence South 89°30'02" East 497.08 feet; thence South 36°28'08" East 417.75 feet; thence South 72°26'46" East 67.88 feet; thence North 69°09'51" East 116.50 feet; thence North 20°31'57" West 326.23 feet; thence North 00°34'45" East 35.07 feet to the southerly line of 13200 South Street; thence, along said southerly line, South 89°25'15" East 20.00 feet; thence South 00°34'45" West 31.35 feet; thence South 20°31'57" East 332.45 feet; thence South 20°31'57" East 366.66 feet; thence South 00°29'56" West 410.76 feet; thence North 89°30'04" West 243.56 feet; thence North 71°55'45" West 69.59 feet; thence North 89°30'04" West 170.23 feet; thence North 89°30'04" West 133.89 feet; thence North 63°02'17" West 65.21 feet; thence North 36°34'41" West 286.15 feet; thence South 53°25'08" West 131.39 feet to the Point of Beginning.

Contains 89,267 Sq. Ft. (2.049 Ac.) more or less.



| | | | |
|---------------|--|--|---|
| 1 1" = 60' | PSOMAS 4179 Riverbend Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-3777 (801) 270-5782 (FAX) | EXHIBIT SEWER EASEMENT MOUNTAIN VIEW VILLAGE PHASE 2 RIVERTON, UTAH | DATE: 11-20-2019 DRAWN BY: SCALE: 1" = 60' SHEET: 8CPL010300 |
|---------------|--|--|---|