

5
When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

13499049
12/15/2020 01:33 PM \$0.00
Book - 11080 Pg - 6818-6822
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: ADA, DEPUTY - MA 5 P.

PARCEL I.D.# 33-08-301-012
GRANTOR: ACADEMY VILLAGE LAND HOLDINGS, LLC
Academy Village (Pod 39)
Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 8, 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 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.

Contains: 28,453 square feet or 0.65 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 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, private lane 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 4 day of December, 2020

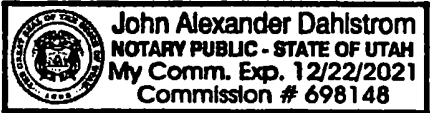
GRANTOR(S)

ACADEMY VILLAGE LAND HOLDINGS, LLC

By: _____
Its: MANAGER
Title

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 4 day of December, 2020, personally appeared before me John Lindsey who being by me duly sworn did say that (s)he is the MANAGER of Academy Village Land Holdings 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.




John Alexander Dahlstrom
Notary Public

My Commission Expires: 12/22/2021
Residing in: Salt Lake City, UT

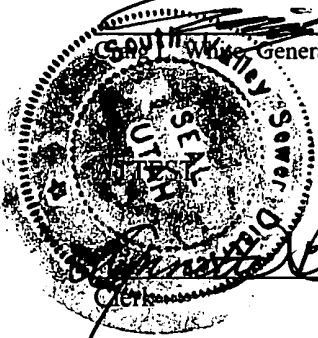
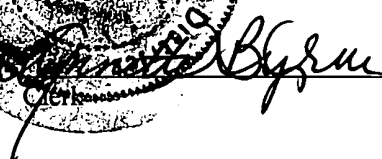
AGREED TO AND ACCEPTED BY:

GRANTEE:

South Valley Sewer District



 Craig L. White, General Manager

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

On the 9 day of December, 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.

My Commission Expires: 2-13-23
 Residing in: Salt Lake County



 NOTARY PUBLIC


 T. DENETTE BURGE
 NOTARY PUBLIC-STATE OF UTAH
 COMMISSION# 704426
 COMM. EXP. 02-13-2023

Exhibit 'A'

ACADEMY VILLAGE (POD 39) SEWER EASEMENT

A TRACT OF LAND FOR PURPOSES OF A SEWER EASEMENT, BEING 20 FEET WIDE, AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ACADEMY PARKWAY, SAID POINT BEING EAST 856.39 FEET AND SOUTH 856.57 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 52°56'00" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 20.00 FEET; THENCE SOUTH 37°04'00" WEST 18.43 FEET; THENCE SOUTH 37°08'34" WEST 128.75 FEET; THENCE SOUTH 51°36'01" EAST 31.82 FEET; THENCE SOUTH 38°23'59" WEST 20.00 FEET; THENCE NORTH 51°36'01" WEST 31.60 FEET; THENCE SOUTH 38°23'59" WEST 158.46 FEET; THENCE SOUTH 38°23'59" WEST 155.13 FEET; THENCE SOUTH 51°36'00" EAST 31.57 FEET; THENCE SOUTH 38°24'00" WEST 20.00 FEET; THENCE NORTH 51°36'00" WEST 31.63 FEET; THENCE SOUTH 38°45'44" WEST 81.40 FEET; THENCE SOUTH 51°35'39" EAST 32.14 FEET; THENCE SOUTH 38°24'21" WEST 20.00 FEET; THENCE NORTH 51°35'39" WEST 32.41 FEET; THENCE SOUTH 39°37'08" WEST 79.18 FEET; THENCE SOUTH 65°21'34" WEST 63.39 FEET; THENCE SOUTH 07°37'55" EAST 28.54 FEET; THENCE SOUTH 82°22'05" WEST 20.00 FEET; THENCE NORTH 07°37'55" WEST 29.69 FEET; THENCE NORTH 71°41'23" WEST 55.08 FEET; THENCE NORTH 51°36'01" WEST 265.24 FEET; THENCE SOUTH 49°18'59" WEST 33.93 FEET; THENCE NORTH 40°41'01" WEST 20.00 FEET; THENCE NORTH 49°18'59" EAST 30.07 FEET; THENCE NORTH 51°36'01" WEST 7.09 FEET; THENCE NORTH 21°10'22" EAST 61.37 FEET; THENCE SOUTH 68°49'38" EAST 20.00 FEET; THENCE SOUTH 21°10'22" WEST 46.64 FEET; THENCE SOUTH 51°36'01" EAST 274.41 FEET; THENCE SOUTH 71°41'23" EAST 53.86 FEET; THENCE NORTH 65°21'34" EAST 62.29 FEET; THENCE NORTH 39°37'08" EAST 74.18 FEET; THENCE NORTH 51°35'39" WEST 40.59 FEET; THENCE NORTH 38°24'21" EAST 20.00 FEET; THENCE SOUTH 51°35'39" EAST 40.86 FEET; THENCE NORTH 38°45'44" EAST 91.43 FEET; THENCE NORTH 38°23'59" EAST 155.09 FEET; THENCE NORTH 51°36'01" WEST 41.41 FEET; THENCE NORTH 38°23'59" EAST 20.00 FEET; THENCE SOUTH 51°36'01" EAST 41.41 FEET; THENCE NORTH 38°23'59" EAST 148.46 FEET; THENCE NORTH 51°36'01" WEST 41.50 FEET; THENCE NORTH 38°23'59" EAST 20.00 FEET; THENCE SOUTH 51°36'01" EAST 41.28 FEET; THENCE NORTH 37°08'34" EAST 128.30 FEET; THENCE NORTH 37°04'00" EAST 18.43 FEET TO THE POINT OF BEGINNING.

CONTAINS 28,450 SQ/FT OR 0.65 ACRES

ACADEMY VILLAGE
POD 39 SEWER EASEMENT EXHIBIT
HERBMAN CITY, UTAH

Infinity CONSULTANTS
3940 NORTH TRAVERS MOUNTAIN BLVD, SUITE 208
LEHI, UTAH 84043 • TEL: 801.241.3040

SCALE (HORIZ): 1"=50'
SCALE (VERT): N/A
DRAWN BY: SPH
CHECKED BY: RMD
DATE: 11/07/2019
PROJECT NO: 2292

NO.	DESCRIPTION	BY	DATE

