

When Recorded Return to:  
 Mr. Craig L. White  
 South Valley Sewer District  
 P.O. Box 908  
 Draper, Utah 84020

9990095  
 1/31/2007 1:01:00 PM \$18.00  
 Book - 9416 Pg - 1255-1258  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 MONUMENT TITLE INS. CO.  
 BY: eCASH, DEPUTY - EF 4 P.

**PARCEL I.D.#** 32-03-300-021,  
 32-03-300-022, 32-03-400-001  
**GRANTOR:** Jason K. Brown, Jerry Kershaw,  
 West State Investments LLC  
 (Oak Hollow)  
 Page 1 of 4

## EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the South Half of Section 3, Township 4 South, Range 2 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, more particularly described as follows:

BEGINNING AT A POINT WHICH IS NORTH 583.82 FEET AND WEST 266.05 FEET FROM A BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00°09'58" EAST 127.718 FEET; THENCE CONTINUE NORTHERLY ALONG SAID LINE, A DISTANCE OF 180.059 FEET; THENCE EAST 20.000 FEET; THENCE SOUTH 00°09'58" WEST 172.617 FEET; THENCE SOUTH 89°50'02" EAST 109.300 FEET; THENCE NORTH 76°50'47" EAST 37.069 FEET; THENCE NORTH 63°31'37" EAST 196.193 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID LINE, A DISTANCE OF 119.719 FEET; THENCE NORTH 30°46'58" EAST 87.436 FEET; THENCE NORTH 00°03'04" EAST 182.387 FEET; THENCE NORTH 20°25'00" WEST 107.09 FEET; THENCE NORTH 70°19'33" EAST 20.002 FEET; THENCE SOUTH 20°25'00" EAST 110.44 FEET; THENCE SOUTH 00°03'04" WEST 191.494 FEET; THENCE SOUTH 30°46'58" WEST 98.807 FEET; THENCE SOUTH 63°31'37" WEST 125.595 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 198.528 FEET; THENCE SOUTH 76°50'47" WEST 41.740 FEET; THENCE NORTH 89°50'02" WEST 111.636 FEET; THENCE SOUTH 00°09'58" WEST 115.160 FEET; THENCE WEST 20.000 FEET TO THE POINT OF BEGINNING.

Contains: 0.536 acres (approx. 23,329 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 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.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
32-03-300-021	0.536 acres	
32-03-300-022	(approx. 23,329 s.f.)	
32-03-400-001		

By: [Signature]  
*West State Investments LLC*  
 Its: Vice Pres  
 Title

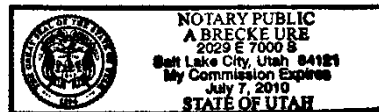
STATE OF UTAH )  
 ) :ss  
 COUNTY OF SALT LAKE )

On the 31 day of January, 2007, personally appeared before me Terry L. Kershaw who being by me duly sworn did say that (s)he is the vice president of **West State Investments 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.

[Signature]  
 Notary Public

My Commission Expires: 7/7/2010

Residing in: South Jordan



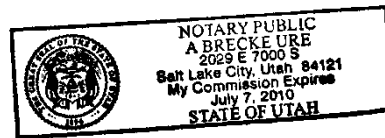
By: [Signature]  
Jason K. Brown

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Salt Lake )

On the 31 day of January, 2007, personally appeared before me **Jason K. Brown** who being duly sworn, did say that he/she/they is/are the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My Commission Expires: 7/7/2010  
Residing in: South Jordan

[Signature]  
Notary Public



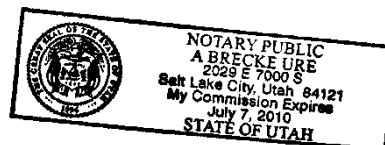
By: [Signature]  
Jerry Kershaw

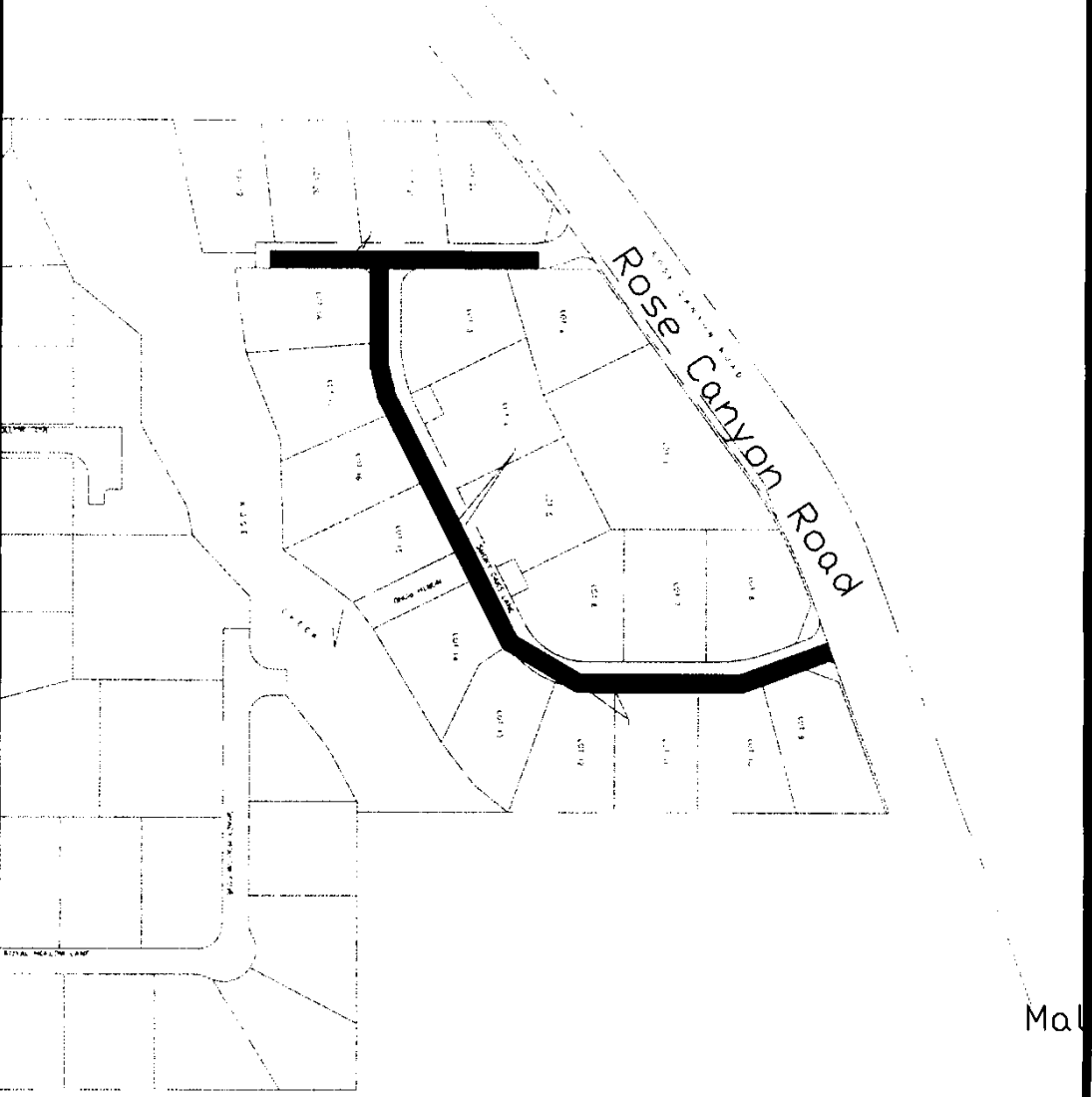
STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Salt Lake )

On the 31 day of January, 2007, personally appeared before me **Jerry Kershaw** who being duly sworn, did say that he/she/they is/are the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My Commission Expires: 7/7/2010  
Residing in: South Jordan

[Signature]  
Notary Public





Proposed Easement

Oak Hollow  
Sanitary Sewer Easement

1-29-07

DESIGNED  
CHECKED  
M. Foerster

DRAWN  
APPROVED  
M. Hicken  
M. Foerster

