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When Recorded Return To:  
Pamela Gill, General Manager  
Kearns Improvement District  
5350 West 5400 South  
P.O. Box 18608  
Kearns, UT 84118

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04/19/2019 11:28 AM \$0.00  
Book - 10771 Pg - 5173-5176  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
KEARNS IMPROVEMENT DISTRICT  
5350 W 5400 S  
KEARNS UT 84118  
BY: MZA, DEPUTY - WI 4 P.

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2022300002

**EASEMENT GRANT**

This AGREEMENT is made this 12<sup>th</sup> day of April, 2019, by and between G & N WOOD PROPERTIES, LLC, a Utah limited liability company, hereinafter referred to as "Grantor," and KEARNS IMPROVEMENT DISTRICT, created, organized, and existing under the laws of the State of Utah, having its principal place of business at 5350 West 5400 South, Kearns, County of Salt Lake, State of Utah, hereafter referred to as the "Grantee."

**WITNESSETH**

WHEREAS, Grantor is the owner in fee simple of a tract of land located in Salt Lake County; and

WHEREAS, Grantee requires a permanent easement and right-of-way across Grantor's land for the construction, operation, and maintenance of utilities, including one or more water lines, sanitary sewer lines, and power lines and appurtenant structures and facilities, across said tract of land owned by Grantor; and

WHEREAS, Grantor is willing to grant this right-of-way and easement to Grantee as set out below.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration paid by Grantee to Grantor, Grantor hereby grants, warrants and conveys unto Grantee, its successors and assigns, a permanent easement and right-of-way for the purpose of, but not limited to, construction, operation, repair, replacement, and maintenance of utilities, including one or more water lines, sanitary sewer lines, and power lines for transmitting electric current and the necessary accessories and appurtenances used in connection therewith, together with the right to enter upon Grantor's premises for such purposes, in, on, over, under, through, and along the portion of the land of Grantor which is traversed by the following easement and right-of-way located in Salt Lake County, Utah, which is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement").


Grantor shall not construct or cause to allow to be constructed any permanent or temporary buildings or structures upon the Easement described herein, whether the same shall have been brought, placed or constructed upon the said premises by Grantor or by Grantor's successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else. Should such structures be placed upon the Easement in violation of the preceding sentence, they shall be so placed at the Grantor's or the owner's sole risk and expense, and the owner, as from time to time constituted, shall solely be responsible for the cost and expense of removing and/or relocating the structure or improvement or any portion thereof from the Easement. In the event such removal is required for the maintenance, repair, operation or replacement of the Grantee's line or lines located within the Easement, nether Grantor nor the owner of the subject property nor any other persons shall have any recourse whatsoever against the Grantee in the event any structure or improvement, or any portion thereof, must be removed and/or relocated and Grantee shall not be liable for any damage to such structure or improvement resulting from such maintenance, repair, operation or replacement activities. Otherwise, Grantee shall restore the premises to substantially the same condition that existed prior to the work after completing any construction, repair, replacement or maintenance activity thereon.

This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the parties and the successors and assigns of the respective parties hereto. Grantee is expressly granted the right to assign this Easement Agreement and its rights hereunder or any portion thereof to any entity that is to install, operate, or own the power lines, including, without limitation, an authorized electrical power company.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

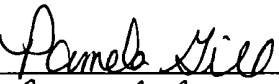
GRANTOR

G & N WOOD PROPERTIES, LLC, a Utah  
limited liability company

By:   
Name: Norma Wood  
Title: Manager

GRANTEE

KEARNS IMPROVEMENT DISTRICT

By:   
Title: General Manager

ATTEST:

Cheryl A. Hatch  
Board Clerk

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

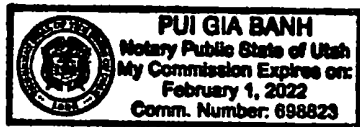
On this 14<sup>th</sup> day of March, 2019, personally appeared before me Norma Wood who duly acknowledged to me that she is the Manager of G & N Wood Properties, LLC, a Utah limited liability company, and that she signed the foregoing instrument on behalf of said company, and who duly acknowledged to me she executed the same with full authority.



Alexis Gruninger  
Notary Public

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALE LAKE    )

On this 12 day of April, 2019, personally appeared before me Pamela Gill and Cheryl Hatch the signers of the above instrument, who duly acknowledged to be that they are the General Manager and the Board Clerk of the Kearns Improvement District and that they were duly authorized to and did execute the above instrument on behalf of the District.



Pui Gia Banh  
Notary Public

**EXHIBIT "A"**

**40' Easement Description  
Kearns Water Improvement Tank Project  
(Part 2)**

A 40 foot Pipe Line Easement, Located in the Section 21 and 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah.

Commencing at a point that is North 89°41'37" West 1,331.32 feet to the 1/16 "Stamped United States Public Lands" Monument and thence North 00°20'49" East 2580.71 feet to the point of Beginning; Said point of Commencement being a Monument with Aluminum Cap, ¼ Corner of Section 21, "Stamped United States Public Lands" as the Southeast 1/4, Section 21, Township 2 South, Range 2 West, Salt lake Base & Meridian; thence running

Along the agreed Boundary the following course:

South 89°12'50" East, a distance of 1451.12 Feet; thence  
South 00°24'26" West, a distance of 1.74 Feet to the southwest  
corner of said Sunset Hills P.U.D. Phase 2A; thence  
South 89°35'34" East, a distance of 121.08 feet; thence  
South 89°39'16" East, a distance of 917.59 feet; thence  
South 88°40'44" East, a distance of 97.15 feet; thence  
South 89°35'25" East, a distance of 70.60 feet; thence  
South 89°38'37" East, a distance of 202.03 feet; thence  
South 00°21'23" West, a distance of 40.00 feet; thence  
North 89°38'37" West, a distance of 202.05 feet; thence  
North 89°35'25" West, a distance of 70.94 feet; thence  
North 88°40'44" West, a distance of 97.13 feet; thence  
North 89°39'16" West, a distance of 917.27 feet; thence  
North 89°35'34" West, a distance of 121.10 feet to a point that is perpendicularly South from the said  
southwest corner of said Sunset Hills P.U.D. Phase 2A; thence North 00°24'26" East, a distance of 1.74  
Feet; thence North 89°12'50" West, a distance of 1451.08 Feet; thence North 00°20'49" East, a distance of  
40.00 feet to the Point of Beginning.

(Containing 114,383 square feet or 2.626 acres, more or less.)