

WHEN RECORDED, RETURN TO:  
Lamar Christensen Properties, LC  
c/o Jerry Christensen & Marcia Remund  
2050 East 1200 South  
Heber City, UT 84032

Ent 453062 Bk 1226 Pg 634-637  
Date: 22-JUN-2018 3:31:20PM  
Fee: \$16.00 Check Filed By: TC  
PEGGY FOY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
For: ATLAS TITLE INSURANCE HEBER

## GRANT OF EASEMENT AND EASEMENT AGREEMENT

In consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lamar Christensen Properties, LC (GRANTOR), a Utah limited liability company, hereby grants an Easement for a residential sewer lateral and residential natural gas lateral to Innovative Developments Group, LLC (GRANTEE), a Utah limited liability company, for the benefit of Grantee's adjoining property.

The Easement covers a strip of land 20 feet wide and approximately 3018 feet long across a portion of the GRANTOR'S land located in Wasatch County, State of Utah (**PARCEL NUMBER 00-0009-2366**), said property is described in the Wasatch County official records as recorded in entry 175330

The Easement across the aforementioned property is more particularly described as follows:

THE COURSES DESCRIBED BELOW REPRESENT THE CENTERLINE OF A PROPOSED SANITARY SEWER MAIN LINE EASEMENT. SAID EASEMENT BEING 20 FEET IN WIDTH, 10 FEET TO THE RIGHT AND 10 FEET TO THE LEFT OF THE DESCRIBED LINE. EXCEPTING THE BEGINNING AND ENDING POINTS, EACH COURSE BEGINS AND ENDS AT THE CENTER OF A PROPOSED SEWER MANHOLE. SAID SEWER LINE IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED BELOW. BEGINNING AT A POINT LOCATED N89°46'55"E 30.84 FEET, ALONG THE SECTION LINE, FROM THE FOUND BRASS CAP MONUMENT REPRESENTING THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 4 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE  
THENCE S00°59'44"E 271.30 FEET; THENCE S00°38'12"E 387.11 FEET; THENCE S00°52'20"E 165.83 FEET; THENCE N89°52'51"E 391.16 FEET; THENCE EAST 390.80 FEET; THENCE S05°31'36"E 180.61 FEET; THENCE S09°04'30"E 233.90 FEET; THENCE S11°19'33"E 249.89 FEET; THENCE N77°52'07"E 306.76 FEET; THENCE N84°55'30"E 264.25 FEET; THENCE S88°16'52"E 176.43 FEET TO THE TERMINUS POINT LOCATED ON THE WESTERLY BOUNDARY OF WASATCH COUNTY PARCEL NUMBER 21-2312, AS DESCRIBED IN ENTRY #436008, RECORDED IN THE OFFICIAL WASATCH COUNTY RECORDS.  
PART OF WASATCH COUNTY PARCEL #09-2366

See attached Exhibit 'A' for a map showing this Easement.

The real property of the GRANTEE, which is to be benefitted by the Easement herein granted is **PARCEL NUMBER 00-0021-2312** located in Wasatch County, State of Utah. Said property is described in the Wasatch County official records as recorded in entry 436008.

Said Easement is only for the installation, construction, and maintenance of a public sewer main line and its appurtenances to provide sanitary sewer service to a contemplated residential development on the

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GRANTEE'S adjacent property. All installed utility lines shall be underground. GRANTEE shall repair or replace all damage to landscaping and GRANTOR'S property that may occur during installation, construction, or maintenance of the sewer line or natural gas line. The man hole lids for said sewer line shall be placed far enough below the existing grade as to not interfere with current agricultural practices of the GRANTEE.

This Easement is hereby granted to GRANTEE and their successors-in-interest to the benefit of GRANTEE'S adjoining property noted above, which benefit will run with the GRANTEE'S land. Subject to the foregoing, the GRANTOR retains and reserves the right to use the easement property for any and all purposes not inconsistent with the easement herein granted.

It is agreed that if in the future the GRANTOR, or any successor-in-interest of Grantor, develops the property burdened by the aforementioned easement, then the GRANTEE shall not be entitled to any reimbursement costs by the GRANTOR, or any successor-in-interest of Grantor, for the initial installation of said sewer line, but rather the installation of said sewer line shall be at GRANTEE'S sole expense.

Nothing contained in this Grant of Easement shall be deemed to be a gift or dedication of any portion of the property to or for the general public or for any public purpose whatsoever. If this Easement is abandoned, all rights contained herein, as well as any improvements made thereon, shall revert to the GRANTOR as the owner in fee of the real property.

If a dispute arises under this Easement, the parties shall first submit to mediation with a mutually agreeable mediator. The parties shall be responsible for their own costs and attorney's fees incurred in mediation. The parties shall split the cost of the mediator unless agreed otherwise. If the dispute is not settled with mediation, the parties shall submit to binding arbitration with a mutually agreeable arbitrator or arbitration panel, the costs to be split equally.

An express condition of the effectiveness of this Grant of Easement is performance in full by GRANTEE with respect to the installation of utility lines for the benefit of GRANTOR as set forth more fully in a separate written Utilities Agreement between GRANTEE and GRANTOR entered into concurrently herewith. If GRANTEE does not fully perform pursuant to the separate written agreement, then this Grant of Easement shall be null and void and of no legal effect whatsoever, and GRANTOR may record a notice to that effect and pursue all available remedies against GRANTEE.

*{Remainder of Page Intentionally Left Blank}*

*{Signatures & Acknowledgments on Following Page}*

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This Easement Agreement shall be binding upon the parties hereto, their grantees, heirs, assigns, and successors.

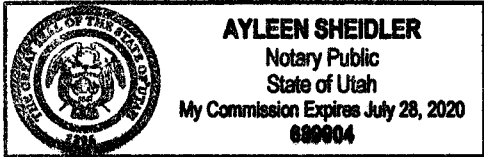
WITNESS the hand of said GRANTOR this 12 day of June, 2018.

GRANTOR: LAMAR CHRISTENSEN PROPERTIES, LC Jerry Christensen Marcia Remund  
Signature and title

**ACKNOWLEDGMENT:**

State of  
County of

On the 12 day of June, 2018, personally appeared before me Jerry Christensen & Marcia Remund the signer of the within instrument, who duly acknowledged to me that he executed the same by his signature in his authorized capacity on behalf of the entity.



[Signature]  
NOTARY PUBLIC

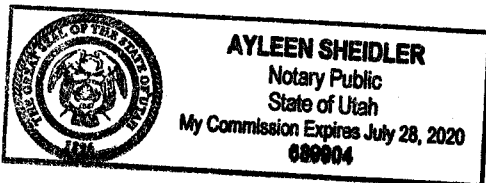
WITNESS the hand of said GRANTEE this 12 day of June, 2018.

GRANTEE: INNOVATIVE DEVELOPMENTS GROUP, LLC [Signature]  
Signature and title

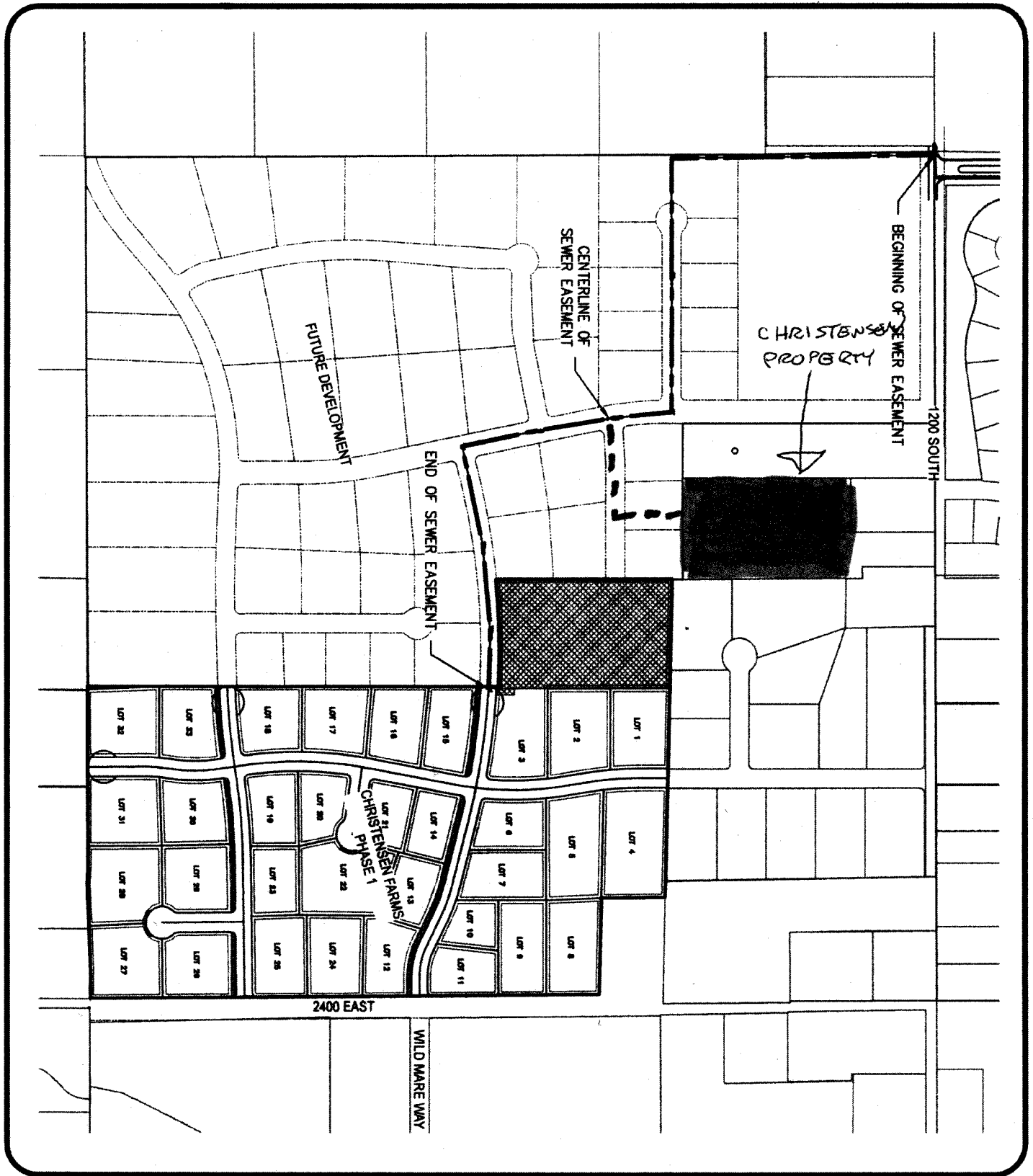
**ACKNOWLEDGMENT:**

State of Utah  
County of Wasatch

On the 12 day of June, 2018, personally appeared before me Edward Lopez the signer of the within instrument, who duly acknowledged to me that he executed the same by his signature in his authorized capacity on behalf of the entity.



[Signature]  
NOTARY PUBLIC



PROJECT C16-030	PROJECT CHRISTIENSEN FARMS PHASE 1
SHEET 1	OFFSITE SEWER EASEMENT EXHIBIT 'A'
	09/10/2018

30 WEST CENTER  
P.O. BOX 178  
HEBER CITY, UT 84032

P: 435.854.8228  
F: 435.854.8231

**Summit Engineering Group Inc.**  
Structural • Civil • Surveying

*[Signature]*  
Buyer

*[Signature]*  
Seller

*[Signature]*  
Seller