

When Recorded Return To:
F. Greg Anderson, P.E., General Manager
Kearns Improvement District
5350 West 5400 South
P.O. Box 18608
Kearns, UT 84118
Tax ID Parcel No. 21-02-226-007

13954359 B: 11340 P: 2166 Total Pages: 6
05/18/2022 02:28 PM By: bmeans Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: KEARNS IMPROVEMENT DISTRICT
5350 W 5400 S KEARNS, UT 84118



EASEMENT GRANT

AGREEMENT, made this 24TH day of APRIL 2022, by and between **Clark and Christine Ivory Foundation – Parcel No. 21-02-226-007, 4202 S. Riverboat Road, Taylorsville, Utah 84123**, 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, hereinafter referred to as the “Grantee;”

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of a parcel of real property located in Salt Lake County and identified as Assessor Parcel Number 21-02-226-007-0000 and more particularly described on Exhibit “A” (the “Property”); and

WHEREAS, Grantee requires a permanent easement and temporary construction easement and right-of-way across the Property for the construction, operation, and maintenance of a sanitary sewer line and appurtenant underground structures and facilities, across the Property; and

WHEREAS, Grantor is willing to grant a permanent easement and temporary construction easement to Grantee as set out below.

NOW, THEREFORE, for and in consideration of the sum of Twenty-Five Thousand Four Hundred Sixty-Two and no/100 Dollars (\$25,462.00) and other good and valuable consideration paid by Grantee to Grantor and mutual covenants provided for herein, Grantor hereby conveys unto Grantee, its successors and assigns, a non-exclusive permanent easement and temporary construction easement for the limited purpose of constructing, operating, repairing, replacing, and maintaining a sanitary sewer line and the necessary underground accessories and appurtenances used in connection therewith (the “Easement Purposes”), together with the right to enter upon the Property for the Easement Purposes from reasonable access points, in, on, over, under, through, and along the portion of the Property described by the following Easement located in Salt Lake County, Utah, which is more particularly described as follows:

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

Grantee shall, at all times, (i) keep the Easement area free and clear of trash and debris, (ii) shall maintain the Easement in such a manner as befitting a first-class project, such as Grantor has built or will build, on the rest of the Property, and (iii) shall use its best efforts to not allow bad or objectionable odors from Grantee’s use of the Easement Purposes to negatively impact the Property or Grantor’s tenants thereof.- In the event that Grantor or one of Grantor’s tenants reports an objectionable odor by contacting our 24 hour on-call phone number, Grantee shall respond within 24-hours of said notice and use its best, commercially reasonable efforts to resolve the situation within said period of time, or, if that is not possible, to diligently pursue such a resolution.

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, ~~the~~ or constructed

upon the Easement 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 exercise of the Easement Purposes described herein, neither Grantor nor Grantor's successors-in-interest 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 the exercise of the Easement Purposes. Notwithstanding the foregoing, Grantor hereby reserves the right to use the Easement area for any use not inconsistent with Grantee's permitted use (including but not limited to the construction of hard surface parking over the Easement area). Grantor shall coordinate with the Grantee to coordinate surface improvements to the site that could impact or limit the Grantee's access to clean and maintain the existing sanitary sewer line and sewer manholes. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of the sewer line and the Easement area at any time at Grantor's cost and expense, and without the right of contribution or reimbursement from Grantee, provided that such relocation provides Grantee with comparable easement rights and functionality and does not interrupt sanitary sewer service provided by Grantee and such relocation terminates the use of the Easement in its prior location.

Grantee accepts the Easement and all aspects thereof in "AS IS", "WHERE IS" CONDITION, WITHOUT WARRANTIES, either express or implied, "WITH ALL FAULTS", including but not limited to both latent and patent defects. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement, including, but not limited to any warranty of merchantability or fitness for a particular purpose and any warranty of title.

Grantee agrees that, at Grantee's sole cost and expense, Grantee will construct an aggregate base road that is fifteen (15) feet wide over the Easement (the "Road"). Once built, Grantee shall perform annual (or more frequent as may be needed) maintenance - to keep the Road - in good condition.

Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and its successors and assigns, from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee; (ii) the use of the Easement and/or the sewer line by Grantee; and (iii) any work performed on the Easement by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. Grantee shall maintain appropriate levels of insurance, reasonably acceptable to Grantor, to fulfill its obligations hereunder and shall provide written evidence of same to Grantor prior to entering onto Grantor's Property and no less than annually thereafter.

If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Easement Grant or if a party finds it necessary to retain an attorney to enforce its rights under this Easement Grant, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.


This Grant of 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 successors and assigns of the respective parties hereto. The temporary construction easements described herein shall automatically terminate at the earlier of one year from the start of construction or completion of construction of the sanitary sewer line and appurtenant works described herein, whichever is sooner.

Grantee's right to use the Easement shall be subject to the afore mentioned terms and conditions, which upon the recordation of this instrument or use of the Easement granted herein shall be deemed to have been

agreed and accepted by Grantee.

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

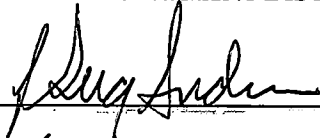
GRANTOR



Clark D. Ivory
Trustee
Clark & Christine Ivory Foundation

GRANTEE

KEARNS IMPROVEMENT DISTRICT

By: 

Title: GENERAL MANAGER / CEO

ATTEST:

District Clerk

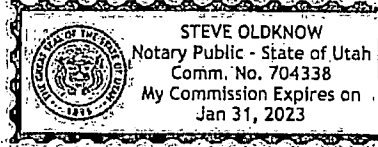
STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this _____ day of _____, _____ personally appeared before me _____, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

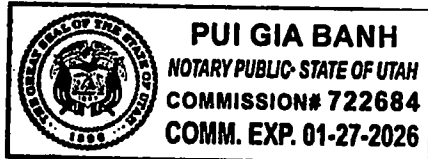
Personally appeared before STEVE OLDKNOW and
_____ of CLARK D. IVORY who
duly acknowledged to me that they are the President and Trustee of
Clark & Christine Ivory Foundation and that they signed the foregoing instrument on behalf of the
Clark & Christine Ivory Foundation and who duly acknowledged to me they executed the same with full
authority.



Steve Oldknow
Notary Public

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 25 day of April, 2022 personally appeared before me F. Greg Anderson and _____ the signers of the above instrument, who duly acknowledged to me that they are the General Manager and the _____ 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"

A PERMANENT AND PERPETUAL SANITARY SEWER LINE EASEMENT SITUATE UPON A PORTION OF SALT LAKE COUNTY PARCEL NUMBER 21-02-226-007, SAID PARCEL DESCRIBED IN A SPECIAL WARRANTY DEED, ENTRY NUMBER 13776553, RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, TAYLORSVILLE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE SOUTH 736.59 FEET; THENCE WEST 513.68 FEET TO A POINT ON THE EASTERLY LINE OF SAID COUNTY PARCEL AND THE POINT OF BEGINNING; THENCE SOUTH 31°23'47" EAST 22.16 FEET ALONG SAID EASTERLY PARCEL LINE; THENCE SOUTH 33°07'20" WEST 46.41 FEET; THENCE SOUTH 57°46'45" WEST 70.90 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID COUNTY PARCEL; THENCE ALONG THE SAID PARCEL LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 67°47'40" WEST 381.17 FEET, (2) SOUTH 19°38'00" WEST 190.02 FEET, (3) NORTH 27°05'58" WEST 20.21 FEET; THENCE NORTH 37°17'09" EAST 1.53 FEET; THENCE NORTH 21°45'46" EAST 195.44 FEET; THENCE NORTH 67°47'40" EAST 370.89 FEET; THENCE NORTH 57°46'45" EAST 64.78 FEET; THENCE NORTH 33°07'20" EAST 51.57 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11982 S.F. / 0.28 AC +/-

TOGETHER WITH TWO (2) TEMPORARY CONSTRUCTION EASEMENTS:

A 10.00-FOOT-WIDE TEMPORARY CONSTRUCTION EASEMENT (TCE), ALSO KNOWN AS TCE #1, SITUATE UPON A PORTION OF SAID COUNTY PARCEL, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE SOUTH 736.59 FEET, THENCE WEST 513.68 FEET TO A POINT ON THE EASTERLY LINE OF SAID COUNTY PARCEL AND THE POINT OF BEGINNING; THENCE SOUTH 33°07'20" WEST 51.57 FEET; THENCE SOUTH 57°46'45" WEST 64.78 FEET; THENCE SOUTH 67°47'40" WEST 370.89 FEET; THENCE SOUTH 21°45'46" WEST 195.44 FEET; THENCE SOUTH 37°17'09" WEST 1.53 FEET TO A POINT ON THE WESTERLY LINE OF SAID COUNTY PARCEL; THENCE NORTH 27°05'58" WEST 12.74 FEET ALONG SAID LINE; THENCE NORTH 21°45'46" EAST 192.78 FEET; THENCE NORTH 67°47'40" EAST 374.26 FEET; THENCE NORTH 57°46'45" EAST 61.72 FEET; THENCE NORTH 33°07'20" EAST 54.15 FEET TO A POINT ON THE EASTERLY LINE OF SAID COUNTY PARCEL; THENCE SOUTH 31°23'47" EAST 11.08 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

CONTAINS: 6,837 S.F. / 0.16 AC +/-

AND

A TEMPORARY CONSTRUCTION EASEMENT (TCE), ALSO KNOWN AS TCE #2, SITUATE UPON A PORTION OF SAID COUNTY PARCEL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

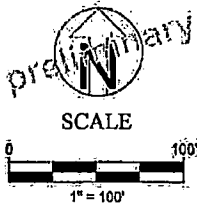
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE SOUTH 755.50 FEET, THENCE WEST 502.14 FEET TO A POINT ON THE EASTERLY LINE OF SAID COUNTY PARCEL AND THE POINT OF BEGINNING; THENCE SOUTH 31°23'47" EAST 11.08 FEET ALONG SAID LINE; THENCE SOUTH 33°07'20" WEST 43.83 FEET; THENCE SOUTH 57°46'45" WEST 16.46 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID COUNTY PARCEL; THENCE SOUTH 67°47'40" WEST 57.50 FEET ALONG SAID LINE; THENCE NORTH 57°46'45" EAST 70.90 FEET; THENCE NORTH 33°07'20" EAST 46.41 FEET TO THE POINT OF BEGINNING.

CONTAINS: 889 S.F. / 0.02 AC +/-

EXHIBIT "B"

SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN:
 NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN, TAYLORSVILLE CITY, SALT LAKE COUNTY, UTAH



FOUND 2.5" BRASS CAP
 RING / LID MONUMENT
 NW COR SEC 2,
 T2S, R1W, SLB&M

FOUND 2.5" BRASS CAP
 RING / LID MONUMENT
 NE COR SEC 2,
 T2S, R1W, SLB&M

SECTION LINE
 BASIS OF BEARING
 N89° 44' 32"E 5250.50'



OWNER:
 CLARK AND CHRISTINE IVORY
 FOUNDATION
 (PARCEL NO. 21-02-226-007)
 ENTRY NO. 13776553

POINT OF BEGINNING
 SANITARY SEWER
 EASEMENT AND TCE NO. 1

WEST 513.68'

WEST 502.14'

POINT OF BEGINNING
 TCE NO. 2

10.00' WIDE TCE NO. 2
 889 S.F. / 0.02 AC +/-

10.00' WIDE TCE NO. 1
 6837 S.F. / 0.16 AC +/-

SANITARY SEWER EASEMENT
 11982 S.F. / 0.28 AC +/-

PARCEL A
 OWNER:
 SHERIFF RIVERBOAT ROAD, LLC
 (PARCEL NO. 21-02-216-015)

PARCEL C
 OWNER:
 KIV FUND VI RIVERBOAT ROAD, LLC
 (PARCEL NO. 21-02-226-003)

Parcel Line Table		
Line #	Length	Direction
L1	22.16	S31°23'47"E
L2	46.41	S33°07'20"W
L3	70.90	S57°46'45"W
L4	381.17	S67°47'40"W
L5	190.02	S19°38'00"W
L6	20.21	N27°05'58"W
L7	1.53	N37°17'09"E
L8	195.44	N21°45'46"E
L9	370.89	N67°47'40"E

Parcel Line Table		
Line #	Length	Direction
L10	64.78	N57°46'45"E
L11	51.57	N33°07'20"E
L12	12.74	N27°05'58"W
L13	61.72	N57°46'45"E
L14	54.15	N33°07'20"E
L15	11.08	S31°23'47"E
L16	11.08	S31°23'47"E
L17	43.83	S33°07'20"W
L18	57.50	S67°47'40"W

LEGEND

SECTION CORNER (FOUND)

SECTION LINE

PARCEL LINE

SEWER EASEMENT LINE

TEMPORARY CONSTRUCTION EASEMENT (TCE)

PROPOSED SEWER LINE



LAND SURVEYING

FLINT

DEVELOPMENT

PO BOX. 95029
 SOUTH JORDAN, UT 84095
 PHONE: (801) 446-1820
 WWW.FLINTUTAH.COM

PROJECT NUMBER: 210608
DRAWN BY: JD
CHECKED BY: PC
DRAWING DATE: 02/21/2022
SHEET NUMBER: 2 OF 2

G:\2021\12\0608 4700 S SEWER LINE EASEMENTS\DRAWINGS\EXHIBIT\IVORY FOUNDATION.PERM EASE R15 - 120621.DWG