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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
KEARNS IMPROVEMENT DISTRICT  
5350 W 5400 S  
KEARNS UT 84118  
BY: MZA: DEPUTY - WI 4 P.

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

2021400002

**EASEMENT GRANT**

AGREEMENT, made this 12<sup>th</sup> day of April, 2019, by and between G & N Wood Properties, LLC, 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 tract of land located in Salt Lake County, Utah; and

WHEREAS, Grantee intends to construct a water tank on land located adjacent to Grantor's tract of land and requires a permanent slope easement and right-of-way on a portion of Grantor's land for the construction, operation, and maintenance of the water tank, including appurtenant structures and facilities and, in particular, for fill slope in support of the water tank which fill slope will encroach into and upon 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 a water tank and the necessary accessories and appurtenances used in connection therewith, and for water tank fill slope that will encroach onto the easement area described below, 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 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 or allow to be constructed any permanent or temporary buildings, structures or other improvements (collectively "improvements") upon the Easement described herein, whether the same shall have been brought, placed or constructed upon the Easement by Grantor or

by Grantor's successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else. Should improvements 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 improvement or any portion thereof from the Easement. In the event such removal is required for the maintenance, repair, operation or replacement of the water tank and/or Grantee's fill slope located within the Easement, neither Grantor nor the owner of the subject property nor any other persons shall have any recourse whatsoever against the Grantee in the event any improvement, or any portion thereof, must be removed and/or relocated and Grantee shall not be liable for any damage to such improvement resulting from such maintenance, repair, operation and/or replacement activities. Under no circumstance shall any improvement be allowed to interfere with fill slope associated with Grantee's water tank.

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 the parties, burden the Easement, benefit Grantee's parcel of land upon which the water tank is located, and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

By:   
Norma G. Wood, Manager

GRANTEE  
KEARNS IMPROVEMENT DISTRICT


By:   
Pamela R. Gill, General Manager

ATTEST:

  
Bruce Hicken, District Clerk

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

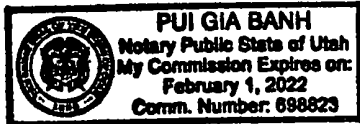
Personally appeared before me Norma G. Wood, who duly acknowledged to me that she is the Manager of G & N Wood Properties, LLC, a Utah limited liability company, and that she signed the foregoing instrument on behalf of G & N Wood Properties, LLC, with full authority to bind G & N Wood Properties, LLC.

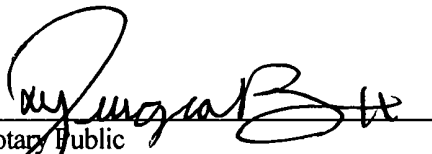
  
Notary Public  
March 14, 2019

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )



On this 12 day of April, 2019 personally appeared before me Pamela R. Gill and Bruce Hicken the signers of the above instrument for and on behalf of Kearns Improvement District, a political subdivision of the State of Utah, who duly acknowledged to me that they are the General Manager and the Clerk of the Kearns Improvement District and that they were duly authorized to and did execute the above instrument on behalf of the District.



  
Notary Public

**EXHIBIT "A"**

A strip of land, Located in the Section 21, 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 1187.95 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

North 00°20'49" East, a distance of 120.03 feet; thence South 89°39'11" East, a distance of 30.00 feet; thence South 00°20'49" West, a distance of 120.03 feet; thence North 89°39'11" West , a distance of 30.00 feet to the POINT OF BEGINNING.

(Containing 3,600.86 square feet or 0.082 acres, more or less.)

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