

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

13418768  
10/6/2020 1:40:00 PM \$40.00  
Book - 11033 Pg - 8733-8742  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 10 P.

Parcel No. 20223260010000

### **EASEMENT GRANT**

AGREEMENT, made this 30 day of September, 2020, by and between EVA RUPP RUSHTON PROPERTIES, LLC, a Utah limited liability company, HIGH POINT PROPERTIES, LLC, a Utah limited liability company, FLOYD & NORMA RUSHTON PROPERTIES, LLC, a Utah limited liability company, the KSO REVOCABLE TRUST dated May 16, 1994, the RBS REVOCABLE TRUST dated May 16, 1994, and OQUIRRH REAL ESTATE INVESTMENTS, LLC a Utah limited liability company, collectively and individually hereinafter referred to as "Grantor", and KEARNS IMPROVEMENT DISTRICT, a political subdivision 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 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 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 and sanitary sewer lines 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" and Exhibit "B" attached hereto and incorporated herein by this reference (the "Easement").

**ACCOMMODATION RECORDING ONLY.**  
MERIDIAN TITLE COMPANY MAKE NO REPRESENTATION  
AS TO CONDITION OF TITLE, PRIORITY OF LIEN, NOR  
DOES IT ASSUME ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECT OF DOCUMENT.

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 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 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, 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 structure or 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. 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 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  
ELVA RUPP RUSHTON PROPERTIES, LLC,  
a Utah Limited Liability Company

By: Terry L. Rushton  
Terry L. Rushton, Manager

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

Personally appeared before me Terry L. Rushton, who duly acknowledged to me that he is the Manager of ELVA RUPP RUSHTON PROPERTIES, LLC, a Utah limited liability company, and that he signed the foregoing instrument on behalf of Elva Rupp Rushton Properties, LLC with full authority to bind Elva Rupp Rushton Properties, LLC.



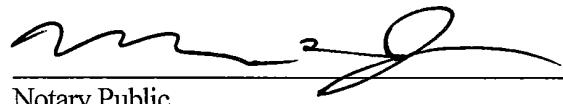
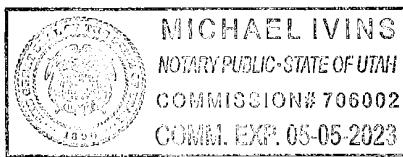
  
\_\_\_\_\_  
Notary Public

GRANTOR  
HIGH POINT PROPERTIES, LLC, a Utah  
Limited Liability Company

By: Lynda R. Ahlquist, manager  
Lynda R. Ahlquist, Manager

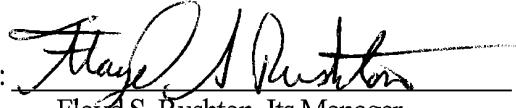
STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

Personally appeared before me Lynda R. Ahlquist, who duly acknowledged to me that she is the Manager of HIGH POINT PROPERTIES, LLC, a Utah limited liability company, and that she signed the foregoing instrument on behalf of High Point Properties, LLC, with full authority to bind High Point Properties, LLC.



\_\_\_\_\_  
Notary Public

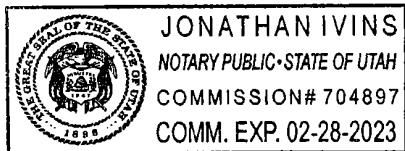
GRANTOR  
FLOYD & NORMA RUSHTON  
PROPERTIES, LLC, a Utah Limited Liability  
Company

By:   
Floyd S. Rushton, Its Manager

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

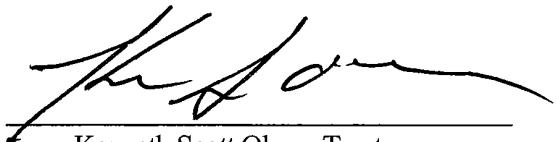
Personally appeared before me Floyd S. Rushton, who duly acknowledged to me that he is the Manager of FLOYD & NORMA RUSHTON PROPERTIES, LLC, a Utah limited liability company, and that he signed the foregoing instrument on behalf of Floyd & Norma Rushton Properties, LLC, with full authority to bind Floyd & Norma Rushton Properties, LLC.

 Notary Public



GRANTOR  
KSO REVOCABLE TRUST DATED  
MAY 16, 1994

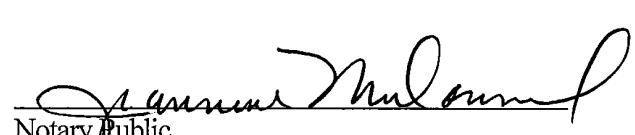
By:



Kenneth Scott Olson, Trustee

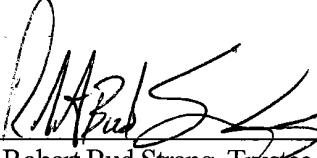
STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

Personally, appeared before me Kenneth Scott Olson, who duly acknowledged to me that he is the Trustee of the KSO Revocable Trust dated May 16, 1994, and that he signed the foregoing instrument on behalf of the KSO Revocable Trust dated May 16, 1994, with full authority to bind the KSO Revocable Trust dated May 16, 1994.



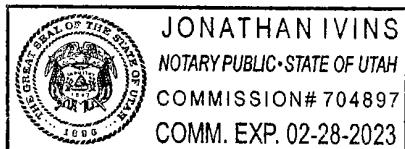
Jeannine McDonnell  
Notary Public

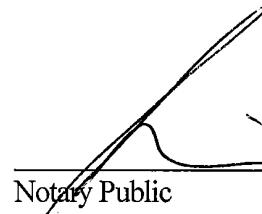
GRANTOR  
RBS REVOCABLE TRUST DATED  
MAY 16, 1994

By:   
Robert Bud Strang, Trustee

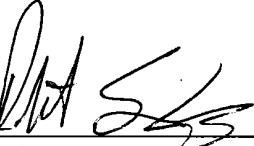
STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

Personally, appeared before me Robert Bud Strang, who duly acknowledged to me that he is the Trustee of the RBS Revocable Trust dated May 16, 1994, and that he signed the foregoing instrument on behalf of the RBS Revocable Trust dated May 16, 1994, with full authority to bind the RBS Revocable Trust dated May 16, 1994.



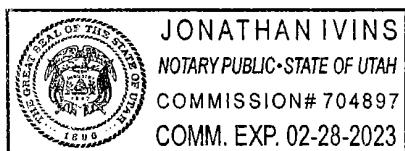
  
Notary Public

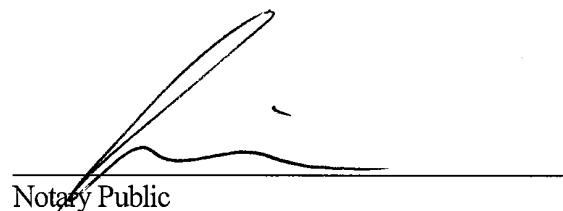
GRANTOR  
OQUIRRH REAL ESTATE INVESTMENTS,  
LLC, a Utah Limited Liability Company

By:   
Robert Strang, Manager

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

Personally appeared before me Robert Strang, who duly acknowledged to me that he is the Manager of OQUIRRH REAL ESTATE INVESTMENTS, LLC, a Utah limited liability company, and that he signed the foregoing instrument on behalf of Oquirrh Real Estate Investments, LLC, with full authority to bind Oquirrh Real Estate Investments, LLC.



  
Notary Public

GRANTEE

KEARNS IMPROVEMENT DISTRICT

By: Pamela R. Gill  
Pamela R. Gill, General Manager

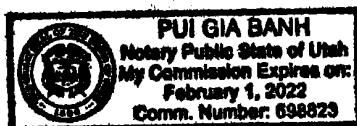
ATTEST:

Riley Astill  
Riley Astill, District Clerk

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this 2 day of October, 2020, personally appeared before me Pamela R. Gill and Riley Astill, 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.

Karen Best  
Notary Public



**EXHIBIT "A"**

**6600 SOUTH 40' WATER PIPELINE EASEMENT**

A 40-FOOT WIDE WATER PIPELINE EASEMENT FOR INSTALLATION, REPAIR AND MAINTENANCE, IN FAVOR OF KEARNS IMPROVEMENT DISTRICT, LOCATED IN WEST HALF OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SALT LAKE COUNTY, STATE OF UTAH.

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 6600 SOUTH STREET AND RED SKY DRIVE; AND TRAVERSING THENCE SOUTH 89°54'01" EAST 30.00 FEET; THENCE SOUTH 00°05'59" WEST 40.00 FEET; THENCE NORTH 89°54'01" WEST 546.05 FEET TO THE WEST LINE OF THE GRANTORS PROPERTY; THENCE NORTH 01°45'28" WEST 40.02 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°54'01" EAST 517.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,868 SF OR 0.502 ACRES, MORE OR LESS.

BASIS OF BEARINGS – SOUTH 89°54'01" EAST 641.37 FEET ALONG THE MONUMENT LINE BETWEEN THE STREET MONUMENTS LOCATED AT THE INTERSECTIONS OF OQUIRRH MESA DRIVE/6600 SOUTH AND RED SKY DRIVE/6600 SOUTH.

EXHIBIT "B"

4833 6360 1704 v. 1

