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RASHELLE HOBBS
Recorder, Salt Lake County, UT
AMERICAN SECURE TITLE SL
BY: eCASH, DEPUTY - EF 6 P.

When recorded, mail to:
Bryon Prince
Ivory Development, LLC
978 Woodoak, Lane
Salt Lake City, Utah 84117

Grant of Easement

[533-3695 / 533-3466]

This GRANT OF EASEMENT (the "Grant") is made this ^{5th} day of February 2021, between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole ("CHC"), in favor of Ivory Development, LLC ("Ivory").

RECITALS

- A. CHC is the owner of that certain parcel of real property in Salt Lake County, Utah (the "CHC Parcel"), more particularly described on Exhibit A;
- B. Ivory Development is the owner of an adjacent parcel of real property in Salt Lake County, Utah (the "Ivory Parcel"), more particularly described on Exhibit B;
- C. Ivory desires that underground storm water and culinary water pipelines and related structures be placed underground in a portion of the CHC Parcel described on Exhibit C (the "Easement");
- D. CHC is willing to grant to Ivory the Easement for the storm water and culinary water pipelines, on the terms and conditions set forth in this Grant.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Grant, the Parties hereto agree as follows:

1. **Grant of Easement by CHC.** CHC hereby grants to Ivory the Easement, being a perpetual and non-exclusive easement: (a) to transmit storm water and culinary water to or from the Ivory Parcel across the CHC Parcel; and (b) to construct, lay, maintain, operate, repair, inspect, protect, remove and replace underground storm water and culinary water pipelines and related drainage facilities (the "Facilities"); SUBJECT TO all covenants, conditions, easements, right-of-way, reservations and restrictions now of record.

The Easement shall be for the exclusive use and benefit of the Ivory Parcel. No other property or parcel may benefit from or use the Easement or the Facilities without CHC's prior written consent.

2. **Term.** The Easement shall continue indefinitely and shall run with the Ivory Parcel and shall terminate only upon the written and recorded abandonment by Ivory of the

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Easement. Upon any such termination, the Easement shall automatically revert to CHC or its successors in title.

3. **Non-Interference By Ivory.** Ivory shall neither do nor permit any act that will unreasonably prevent or hinder CHC's use of the surface of the Easement, except as are reasonably required for the construction, maintenance, repair, operation, inspection, removal, replacement, or protection of the Facilities. CHC reserves the right to use the Easement for any purpose that does not interfere with the Facilities.

4. **Reclamation.** If in its installation, maintenance, repair, operation, inspection, removal, replacement, or protection of the Facilities, Ivory destroys, disturbs, or damages any landscaping and similar improvement within the Easement, Ivory shall within a reasonable time restore the same to its original condition. Any such work within the Easement shall: (i) shall be performed in a good and workmanlike manner; and (ii) shall be prosecuted diligently to completion as soon as reasonably practicable. Ivory shall use its best efforts to avoid causing any damage to, or interference with, the remainder of the CHC Parcel and its improvements, and it shall minimize any disruption or inconvenience to CHC and its successors.

5. **Succession and Assignment.** This Grant shall be binding upon CHC and inure to the benefit of Ivory and its successors in interest and title. The rights and obligations provided under this Grant shall run with the land. Ivory shall have the right to dedicate the Facilities and the Easement and to assign all of its's rights and responsibilities related thereto to Riverton City.

6. **Exhibits.** The exhibits attached hereto are by this reference incorporated into this Grant and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Grant on the date indicated below, to be effective as of the date first indicated above.

Exhibit "A"

Legal Description of CHC Parcel

A parcel of land situate in the NE1/4 of Section 27, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton City, Salt Lake County, Utah, more particularly described as follows:

Beginning at the northeasterly corner of QUAIL RIDGE #3 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 5291887 in Book 92-7 at Page 143, located North 0°06'50" East 396.00 feet along the Section line from the East Quarter Corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said QUAIL RIDGE #3 Subdivision South 89°59'35" West 615.99 feet; thence North 00°06'37" East 315.00 feet; thence to the southerly line of FARM MEADOWS No. 1 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 3263071 in Book 79-4 at Page 102; thence along said FARM MEADOWS No. 1 Subdivision North 89°59'58" East 616.01 feet to the Section line; thence along the Section line South 00°06'50" West 314.93 feet to the point of beginning.

Contains: 4.45 acres+/-

Exhibit "B"

Legal Description of the Ivory Parcel

A parcel of land situate in the NE1/4 of Section 27, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the northerly line of QUAIL RIDGE #3 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 5291887 in Book 92-7 at Page 143, located North 0°06'50" East 396.00 feet along the Section line and South 89°59'35" West 615.99 feet from the East Quarter Corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said QUAIL RIDGE #3 Subdivision and to and along the northerly line of QUAIL RIDGE #4 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 5291888 in Book 92-7 at Page 144, South 89°59'35" West 561.72 feet to the easterly right of way line of the South Jordan Canal as determined by survey and described by a Deed on file in the Office of the Salt Lake County Recorder at Book "W" at Page 44; thence along said easterly line the following four (4) courses: (1) North 23°16'08" East 117.51 feet; thence (2) North 16°50'21" East 78.35 feet; thence (3) North 11°49'40" East 80.32 feet; thence (4) North 06°53'38" East 53.89 feet to the southerly line of FARM MEADOWS No. 1 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 3263071 in Book 79-4 at Page 102; thence along said FARM MEADOWS No. 1 Subdivision North 89°59'58" East 470.27 feet; thence South 00°06'37" West 315.00 feet to the point of beginning.

Contains: 3.66 acres+/-

Exhibit "C"

Legal Description of the Easement

STORM DRAIN AND CULINARY WATER EASEMENT DESCRIPTION

An easement located in the NE1/4 of Section 27, Township 3 South, Range 1 West, Salt Lake Base & Meridian, Riverton City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point located N00°06'50"E 675.26 feet along the Section line and N89°53'10"W 33.00 feet from the East Quarter Corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°06'50"W 15.00 feet; thence S89°57'44"W 540.08 feet; thence along the arc of a curve to the left with a radius of 28.00 feet a distance of 43.91 feet through a central angle of 89°51'08" Chord: S45°02'10"W 39.55 feet; thence S00°06'37"W 85.25 feet; thence N89°59'57"W 115.41 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 50.50 feet (radius bears: N82°35'58"W) a distance of 15.06 feet through a central angle of 17°05'07" Chord: N01°08'32"W 15.00 feet; thence S89°59'57"E 100.74 feet; thence N00°06'37"E 149.15 feet; thence N89°59'58"E 15.00 feet; thence S00°06'37"W 7.90 feet; thence along the arc of a curve to the left with a radius of 28.00 feet a distance of 44.05 feet through a central angle of 90°08'52" Chord: S44°57'50"E 39.65 feet; thence N89°57'44"E 539.94 feet to the point of beginning.