

WHEN RECORDED MAIL TO:

GRANGER-HUNTER IMPROVEMENT
DISTRICT
P.O. BOX 701110
WEST VALLEY CITY, UT 84170-1110

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06/16/2021 03:58 PM \$0.00
Book - 11192 Pg - 1104-1109
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
GRANGER-HUNTER IMP. DISTRICT
PO BOX 701110
WVC UT 84170
BY: ARA, DEPUTY - MI 6 P.

GRANT OF EASEMENT

Grant of Easement. For One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, West Valley JMYL, a Limited Partnership, existing under the laws of the State of California with its principal office located at 1049 Via Conca Doro, Vista, Ca 92084 hereby grants and conveys to the Granger-Hunter Improvement District, a body politic of State of Utah, (Grantee), and its successors and assigns, an easement and right of way ("Grant of Easement") per Exhibit "A" attached ("Easement Area"), together with the right of ingress and egress, to design, engineer, survey, construct, reconstruct, own, operate, maintain, repair, and replace a sanitary sewer pipeline and culinary water pipeline, and appurtenant structures and facilities (collectively, "Pipelines") on, over, across, under and through, the following described tract of land situated in Salt Lake County, State of Utah:

LEGAL DESCRIPTION

Lot 3 of a parcel of land situated in the Southwest quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, located in West Valley City, County of Salt Lake, State of Utah, said parcel being all of that certain tract of property described in Warranty Deed recorded in Book 7567 at Page 486 as Entry No. 6538369 and being more particularly described as follows:

Beginning at a point on the West line of Redwood Road, said point of beginning being witnessed by a copper rivet set in the curb line 10.3 feet East of the point of beginning, said point of beginning being North 00°01'20" West, along the section line a distance of 260.00 feet and North 89°53'39" West, a distance of 53.00 feet from the South quarter corner of said Section 34 and running thence North 89°53'39" West, a distance of 314.00 feet, to a nail and washer stamped "McNeil Engr."; thence South 00°01'20" East, a distance of 207.00 feet to a rebar without cap 0.2' below surface at the North line of 4100 South Street; thence North 89°53'39" West, along said North line, a distance of 432.98 feet, to a copper rivet set in the drive approach said point being at a point of curvature; thence Westerly along the arc of a 1152.19 foot radius curve to the right, through a central angle of 05°57'12", a distance of 119.72 feet, the long chord of which bears North 86°55'03" West, a distance of 119.66 feet to a point of reverse curvature; thence Westerly along the arc of a 1258.19 foot radius curve to the left, through a central angle of 01°46'14", a distance of 38.88 feet, the long chord of which bears North 84°49'34" West a distance of 38.88 feet, to the West bank of the branch of the North Jordan Canal and a copper rivet set in the top of a wing wall; thence Northwesterly along said West bank per the Snideman and Associate Record of Survey No. S00-10-0629 on file with the Salt Lake County Surveyor's office the following five (5) courses and distances: (1) North 20°19'24" West, a distance of 69.34 feet; (2) North 31°22'27" West, a distance of 90.41 feet; (3) North 40°22'48" West, a distance of 89.83 feet; (4) North

38°52'00" West, a distance of 121.94 feet; (5) North 39°19'14" West, a distance of 90.39 feet, to a rebar and cap stamped Snideman and the East line of Briarwood Plat "D" Subdivision recorded in Book 78P at Page 151 of Plats, on file with the Salt Lake County Recorder's office; thence North 00°06'37" West, along said East line, a distance of 226.06 feet, to the East-West 1/16th line of the Southeast quarter; thence South 89°57'14" East, along said 1/16th line, a distance of 1168.54 feet, to a rebar and cap stamped Great Basin set per Record of Survey No. S00-01-0074 and the West line of aforesaid Redwood Road; thence South 00°01'20" East, along said West line, a distance of 404.96 feet to the point of beginning.

Contains 24,019 sq. ft. or 0.551 acres.

Tax Parcel No. 15-34-377-027

Parties. Grantor and Grantee may be referred to individually as a "party" or collectively as the "parties" in this Grant of Easement..

Date of Easement. The date of this Grant of Easement is June ____, 2021 ("Effective Date").

Grantor's Reserved Rights. Grantor expressly reserves for itself, its successors and assigns, the right to make use of the property burdened by the easement herein above described; provided, however, that Grantor shall not construct any permanent buildings or other structures, or plant any trees or shrubs, in which a reasonable person would conclude, the roots of such trees or shrubs would damage the Pipelines, structures and facilities, or otherwise do any thing or take any action that would unreasonably interfere with the Grantee's rights to the use of Easement Area, or Grantee's rights of ingress or egress as herein set forth.

Maintenance and Repair. Grantee shall be responsible to maintain, repair, and/or replace the Pipelines and any appurtenances related thereto, as necessary and in a timely manner, so that the Pipelines can be utilized, in an uninterrupted manner, for the purpose for which they were installed. In the event of Pipeline damage or blockage, Grantee shall provide all records of digital, electronic, digital, and/or video inspection, to the extent it exists, within a reasonable period of time, to Grantor upon Grantor's written request

Relocation of the Pipelines. In no event shall the Pipelines be relocated, after they are installed, without the prior written consent of Grantor, which may not be unreasonably withheld.

Disturbance of the Easement Area. After any construction or other operations by Grantee, which disturb the surface of the Easement Area, Grantee shall restore the general surface of the ground, including paving and authorized appurtenances, as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate Grantee's facilities. For a period of one year following disturbance of the surface of the Easement Area by Grantee, Grantee shall maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by Grantee.

Grantor's Right to Have Installed Other Utilities. Other public utilities, such as, gas, electric, telephone, and television cable lines, may be installed in the Easement Area provided they do not interfere with Grantee's rights herein granted.

Notices. Any notice that is provided in accordance with this Grant of Easement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either party's address as shown below ("Notice"). Such Notice shall be

effective upon the date received and acknowledged by signature of the party that receives the Notice. Either party may change its address to which any Notice is to be delivered under this Grant of Easement by giving Notice as provided herein.

Grantor: Edward Corn, Jr.
1049 Via Conca Doro
Vista, Ca 92084

Grantee: GRANGER-HUNTER IMPROVEMENT DISTRICT
P.O. BOX 701110
WEST VALLEY CITY, UT 84170-1110

Costs. Except as otherwise specifically provided in this Grant of Easement, Grantor and Grantee each shall pay its own costs and expenses incurred in preparation and execution of and performance under this Grant of Easement.

Counterparts and Electronically Transmitted Counterparts. This Grant of Easement may be executed in several counterparts and electronically transmitted each of which shall be deemed to be an original. This Grant of Easement and any counterparts so executed shall be deemed to be one and the same instrument. It shall not be necessary making proof of this Grant of Easement, or any counterpart hereof, to produce or account for any of the other counterparts. Executed counterparts of this Grant of Easement, whether delivered by U.S. Postal Service, or other method of delivery, or delivered by electronic transmission, shall be deemed to be an original.

IN WITNESS WHEREOF, the parties deem this Grant of Easement to be effective on the Effective Date.

GRANTOR
West Valley JMYL LP



Edward Corn, Jr. - West Valley Management Corp, Inc - General Partner

see loose attachment for Notary

GRANTEE
GRANGER-HUNTER IMPROVEMENT DISTRICT

By: 

Its: *General Manager*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego

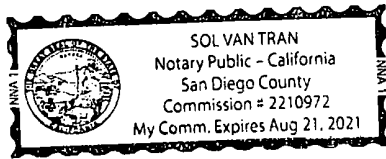
On 3rd day of June 2021 before me, Sol Van Tran, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Edward Lee Monroe Cohn Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement - Wrenger - Hunter Improvement
Document Date: 06/03/2021 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

STATE OF UTAH)

COUNTY OF _____)

ss.

On the 16 day of June, 2021, personally appeared before me
Kristy Johnson and _____
the signers of the foregoing instruments, who duly acknowledged to me that they executed the same.

Kristy Johnson _____ Notary Public

Residing at Salt Lake County

My commission Expires: October 21, 2023



Exhibit A

