WHEN RECORDED, PLEASE RETURN TO:

Kearns Improvement District 5350 West 5400 South Kearns, Utah 84118 14207633 B: 11473 P: 3523 Total Pages: 6
02/22/2024 03:47 PM By: Jattermann Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: KEARNS IMPROVEMENT DISTRICT
5350 W 5400 S SALT LAKE CITY, UT 84118

Portions of APN: <u>20-27-101-001-4003</u>, <u>20-27-100-005</u>, <u>20-27-176-001</u>

SEWER FORCE MAIN EASEMENT

WOOD RANCH DEVELOPMENT LLC, a Utah limited liability company and G & N WOOD PROPERTIES, L.L.C., a Utah limited liability company (collectively and hereinafter referred to as "Grantor"), with a principal office address of 978 Woodoak Lane, Salt Lake City, Utah 84117 and 45 East Vine Street, Salt Lake City, Utah 84107, respectively, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the KEARNS IMPROVEMENT DISTRICT, a political subdivision of the State of Utah (hereinafter referred to as "Grantee"), with a principal office address of 5350 West 5400 South, Kearns, Utah 84118, its successors, assigns, licensees and agents, a SEWER EASEMENT upon, over, under, across and through the following described tract of land, which the Grantor collectively owns or in which the Grantor has an interest, in Salt Lake County, State of Utah, more particularly described as follows, to wit:

[See Exhibit 'A' attached hereto and by this reference made a part hereof].

The Easement herein granted is for the following purpose: <u>installation</u>, <u>repair</u>, <u>removal</u>, <u>replacement</u>, <u>operation and maintenance of one or more sewer force main lines and any appurtenances connected</u> thereto (the "Facilities").

Grantee shall have the right to plan, install, construct, operate, maintain, repair, remove and replace any material(s) comprising the Facilities from time to time as Grantee may require. Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across Grantor's land lying coincident with the land described above. Grantee shall have the right to clear and remove all trees and other obstructions that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

This Sewer Force Main Easement shall automatically expire and terminate when a future Cityapproved public road right-of-way is dedicated over the property described herein, with the road dedication being evidenced by a City-approved deed or subdivision plat being filed in the office of the Salt Lake County Recorder; provided, however, that in the event a public road right-of-way is dedicated over only a portion of the property described herein, then this Easement shall automatically expire and terminate only to that portion of the property covered by the newly dedicated City road right-of-way, and this Easement shall remain in full force and effect for the remainder of the property that is not covered by the newly dedicated City road right-of-way.

Signed and delivered this	day of <i>December</i> , 2023.
WOOD RANCH DEVELOPMENT LLC, a Utah limited liability company	
JEEZ	
By: Ty McCutcheon Its: Manager	
STATE OF UTAH) : SS.
COUNTY OF SALT LAKE)
who being duly sworn did say that h	, 2023, personally appeared before me Ty McCutcheon, ne is the Manager of Wood Ranch Development LLC, a Utah limited its members or its articles of organization, and he acknowledged to my executed the same.
NOTARY PUBLIC	
My Commission Expires: 12 Residing in Utsh Canty	-/30/25-
GARY LANGS Notary Public - Sta Comm. No. 77 My Commission E Dec 30, 20	ate of Utah 22186 Expires on

G & N WOOD PROPERTIES, L.L.C., a Utah limited liability company By: Norma G. Wood Its: Manager STATE OF UTAH : SS. COUNTY OF SALT LAKE On this <u>28th</u> day of <u>December</u>, 2023, personally appeared before me Norma G. Wood, who being duly sworn did say that she is the Manager of G & N Wood Properties, L.L.C., a Utah limited liability company, by authority of its members or its articles of organization, and she acknowledged to me that said limited liability company executed the same. ALEXIS GRUNINGER NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 04/25/2025 Commission # 717553 My Commission Expires: Residing in Kaysulle KEARNS IMPROVEMENT DISTRICT **ATTEST** By: Name: Greg Anderson Title: Executive Palministrative Assistant Title: General Manager/CEO

Dated: 1 - 16 - 2024

Exhibit 'A'

WOOD RANCH PLAT 1 - KID FORCE MAIN SEWER EASEMENTS

(Line 1)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point that lies North 00°06'38" West 3586.203 feet along the Section Line and West 801.860 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 71°23'05" West 56.195 feet to the point of terminus.

Contains: (approx. 56 L.F.)

(Line 2)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point that lies North 00°06'38" West 3592.018 feet along the Section Line and West 819.111 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 63°36'55" East 7.539 feet; thence North 15°14'19" East 241.335 feet to the point of terminus.

Contains: (approx. 249 L.F.)

(Line 3)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point that lies North 00°06'38" West 3809.954 feet along the Section Line and West 753.480 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 60°14'19" East 20.847 feet; thence South 80°25'34" East 59.569 feet; thence South 81°57'38" East 93.500 feet to a point on a 45.250 foot radius tangent curve to the left, (radius bears North 08°02'22" East, Chord: North 53°02'22" East 63.993 feet); thence along the arc of said curve 71.079 feet through a central angle of 90°00'00"; thence North 08°02'22" East 370.477 feet; thence North 08°02'22" East 76.298 feet; thence North 10°08'11" East 300.607 feet; thence North 08°02'22" East 223.156 feet; thence North 09°50'23" East 63.664 feet; thence North 08°03'08" East 109.762 feet; thence North 04°01'11" East 70.801 feet; thence North 232.842 feet to the point of terminus.

Contains: (approx. 1693 L.F.)

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(Line 4)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way Line of State Road 111, said point lies North 00°06'38" West 5253.322 feet along the Section Line and East 6.089 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 87°21'23" West 239.491 feet; thence North 89°58'53" West 141.682 feet to the point of terminus.

Contains: (approx. 381 L.F.)

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