

WHEN RECORDED, PLEASE RETURN TO:

Kearns Improvement District
5350 West 5400 South
Kearns, UT 84118

14207637 B: 11473 P: 3556 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



EASEMENT GRANT

AGREEMENT, made this 20 day of December 2023, by and between **G&N WOOD PROPERTIES, L.L.C.**, a Utah limited liability company – Parcel Nos. 20-28-200-009 and 20-21-400-005, whose principal address is 45 East Vine Street, Salt Lake City, Utah 84107, 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 parcel of real property located in Salt Lake County and identified as Assessor Parcel Numbers 20-28-200-009 and 20-21-400-005 (the “Property”); and

WHEREAS, Grantee requires a permanent easement across the Property for the operation and maintenance of one or more culinary water lines and appurtenant mostly underground structures and facilities, across the Property; and

WHEREAS, Grantor is willing to grant a permanent easement to Grantee as set out below.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration paid by Grantee to Grantor and mutual covenants provided for herein , Grantor hereby conveys unto Grantee, its successors and assigns, a non-exclusive permanent easement for the limited purpose of installing, operating, repairing, replacing, and maintaining one or more culinary water lines and the necessary accessories and appurtenances used in connection therewith (the “Easement Purposes”), together with the right to enter upon the Property for the Easement Purposes from reasonable access points, in, on, over, under, through, and along the portion of the Property described by the following Easement 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” and “Easement Exhibit”).

Grantor shall not construct or cause to allow to be constructed any permanent or temporary buildings or structures 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 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 structure or improvement or any portion thereof from the Easement. In the event such removal is required for the exercise of the Easement Purposes described herein, neither Grantor nor Grantor’s successors-in-interest 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

structure or improvement resulting from the exercise of the Easement Purposes. Notwithstanding the foregoing, Grantor hereby reserves the right to use the Easement area for any use not inconsistent with Grantee's permitted use (including but not limited to the construction of hard surface parking over the Easement area). Grantor shall coordinate with the Grantee to coordinate surface improvements to the site that could impact or limit the Grantee's access to clean, and maintain, repair and /or replace the then existing culinary water line and appurtenances. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of the water line and the Easement area at any time at Grantor's cost and expense, and without the right of contribution or reimbursement from Grantee, provided that such relocation provides Grantee with comparable easement rights and functionality and does not interrupt culinary water service provided by Grantee and such relocation terminates the use of the Easement in its prior location.

Grantee accepts the Easement and all aspects thereof in "AS IS", "WHERE IS" CONDITION, WITHOUT WARRANTIES, either express or implied, "WITH ALL FAULTS", including but not limited to both latent and patent defects. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and its successors and assigns, from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee; (ii) the use of the Easement and/or the water line by Grantee; and (iii) any work performed on the Easement by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. Grantee shall maintain appropriate levels of insurance to fulfill its obligations hereunder, and shall provide written evidence of same to Grantor upon request.

If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Easement Grant or if a party finds it necessary to retain an attorney to enforce its rights under this Easement Grant, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.


This Grant of 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.

Grantee's right to use the Easement shall be subject to the aforementioned terms and conditions, which upon the recordation of this instrument or use of the Easement granted herein shall be deemed to have been agreed and accepted by Grantee.

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, L.L.C.,
a Utah limited liability company**



By: Norma G. Wood
Its: Manager

STATE OF UTAH)
) : SS.
COUNTY OF SALT LAKE)

On this 28th day of December, 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.


NOTARY PUBLIC

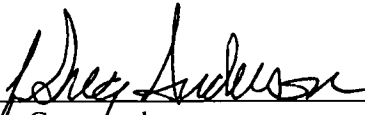


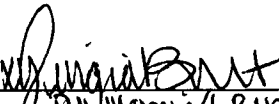
My Commission Expires: 04/25/2025
Residing in Kaysville, Utah

GRANTEE

KEARNS IMPROVEMENT DISTRICT

ATTEST

By: 
Name: Greg Anderson
Title: General Manager/CEO

By: 
Name: Pam "Jamie" Barn
Title: Executive Administrative Assistant

Dated: 1-16-2024

EXHIBIT "A"
Easement Description

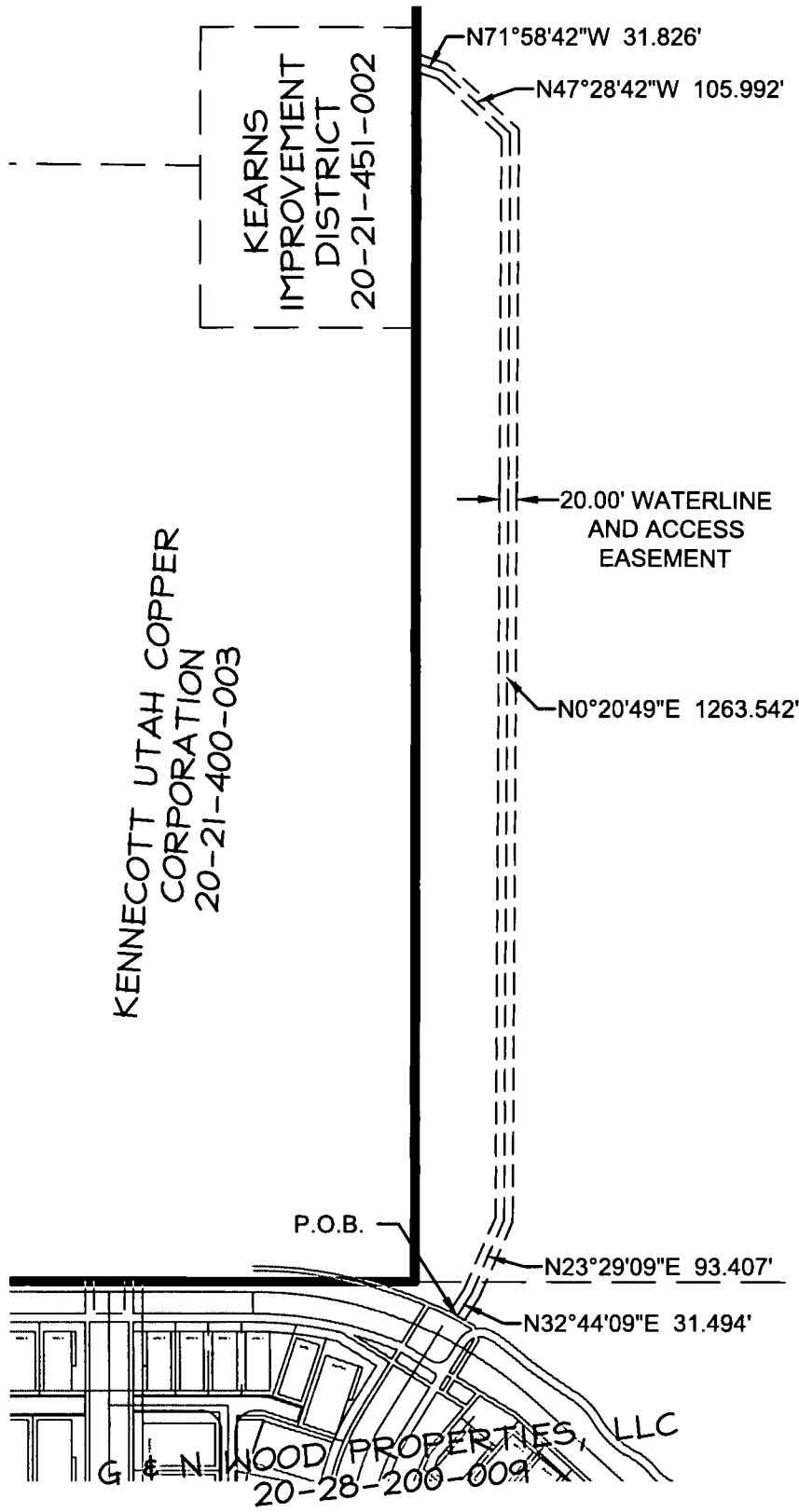
Wood Ranch Zone E Offsite Waterline and Access Easement Segment 1

A twenty (20) foot wide waterline and access easement, located in the Southeast Quarter of Section 21, 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 West 1491.109 feet and North 77.317 feet (Basis of bearings is South 89°58'53" East 2654.988' between the Southwest Corner and the South Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base & Meridian) from said Southwest Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 32°44'09" East 31.494 feet; thence North 23°29'09" East 93.407 feet; thence North 00°20'49" East 1263.542 feet; thence North 47°28'42" West 105.992 feet; thence North 71°58'42" West 31.826 feet to the point of terminus.

Contains: (approx. 1526 L.F.)

EXHIBIT "B"
Easement Exhibit



KENNECOTT UTAH COPPER CORPORATION
20-21-400-003

KEARNS IMPROVEMENT DISTRICT
20-21-451-002

G & N WOOD PROPERTIES, LLC
20-21-400-005

G & N WOOD PROPERTIES, LLC
20-28-200-009

N71°58'42"W 31.826'
N47°28'42"W 105.992'

20.00' WATERLINE AND ACCESS EASEMENT

N0°20'49"E 1263.542'

P.O.B.

N23°29'09"E 93.407'

N32°44'09"E 31.494'



SCALE 1"=200'

Sheet 1 of 1



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

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WEST JORDAN, UT 84088
WWW.PERIGEECIVIL.COM

ZONE E WATER TRANSMISSION LINE EASEMENT SEGMENT 1

PREPARED FOR: THIRD CADENCE