

When recorded send to:

Dominion Engineering Associates  
Attn: E. Farley Eskelson  
5684 S. Green Street  
Murray, UT 84123

**1ST AM SEWER LATERAL EASEMENT**  
**CM6757**

This Sewer Lateral Easement is made this 19<sup>th</sup> day of March, 2024 by and between QUIKTRIP CORPORATION, an Oklahoma corporation, whose address is 4705 S. 129<sup>th</sup> E. Ave, Tulsa, OK 74134 ("Grantor"), and AIRPORT RESEARCH WEST, LLC, a Delaware limited liability company whose address is 450 Newport Center Drive, Suite 570, Newport Beach, CA 92660 ("Grantee").

WHEREAS, Grantor is the owner of certain real property situated in Salt Lake County, Utah and legally described on Exhibit A attached hereto ("Grantor Property") and Grantee is the owner of certain real property situated in Salt Lake County, Utah and legally described on Exhibit B attached hereto ("Grantee Property")

NOW THEREFOR, Grantor for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to Grantee its successors and assigns and its contractors, agents, tenants, permittees and licensees a perpetual easement for the sole purpose of maintaining, operating, repairing, inspecting and/or replacing a private eight inch sewer lateral for the benefit of the Grantee Property, located on the Grantor Property and as shown on Exhibit C hereto, including ancillary facilities (hereinafter collectively the "Sewer Lateral Easement") being more particularly described as follows (the "Easement Property"):

A 20.00-foot-wide easement over, across and through a parcel of land located in the Northwest Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of Eddy Rickenbacker Drive (5600 West), located 280.30 feet North 00°02'52" East along the monument line and 56.00 feet East from the brass cap monument found at the intersection of said Eddy Rickenbacker Drive and Amelia Earhart Drive (Basis of Bearing is North 00°02'52" East 1804.12 feet measured along the monument line of said Eddy Rickenbacker Drive between the brass cap monuments found at the intersections of Amelia Earhart Drive and Harold Gatty Drive), and running thence along said easterly right-of-way line North 00°02'54" East 20.00 feet;

thence North 89°19'58" East 10.56 feet; thence South 33°52'33" East 70.10 feet to the northerly line of a parcel of land described in that certain Special Warranty Deed recorded as Entry No. 14048007 in Book 11388 at Page 5654; thence along said line South 89°58'00" West 24.08 feet; thence North 33°52'33" West 45.87 feet to the POINT OF BEGINNING.

Contains 1,265 square feet or 0.029 acres, more or less.

To have and hold the same unto the Grantee, its successors and assigns, having given 48 hours prior notice to Grantor, may enjoy the right of ingress and egress of Grantee, its successors and assigns and its contractors, agents, tenants, permittees and licensees to enter upon the above-described property with such equipment and vehicles as is necessary to maintain, operate, repair, inspect, protect and remove the Sewer Lateral, all work to be completed promptly and diligently (the "Sewer Lateral Maintenance").

During the Sewer Lateral Maintenance, Grantee and its contractors may use such portion of Grantor's property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the maintenance or repair of the Sewer Lateral. All such access and staging shall be coordinated with Grantor whose approval shall not be unreasonably withheld, conditioned or delayed. The contractor performing the work shall be fully insured and name Grantor as additional insured. Contractor shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

Grantor shall have the right to use the Easement Property except for the purposes for which this right-of-way and Sewer Lateral Easement is granted to the Grantee, provided such use shall not interfere with the Sewer Lateral Easement or with the discharge and conveyance of sewage through the Sewer Lateral, or any other rights granted to the Grantee hereunder. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the Easement Property as long as such improvements do not interfere with the Grantee's access and use of the Sewer Lateral Easement or Easement Property.

This right-of-way and Sewer Lateral Easement shall run with Grantor Property and Grantee Property and be binding upon, and inure to the benefit of, Grantor and Grantee's the successors and assigns.

The rights, title, privileges and authorities hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove the Sewer Lateral or shall otherwise permanently abandon use of the Sewer Lateral, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

All notices required or permitted under the terms of this Agreement shall be in writing and shall either be (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested (with an electronic copy to any listed email addresses) and addressed to Grantor or Grantee at the address stated for it in the first paragraph of this Agreement, and to the successors and assigns of Grantor or Grantee, as the owners of the property under which the Sewer Lateral exists, at the address for such successor and assign shown on the recorded

conveyance to such successor and assign, or at such other address of which the parties or such successor or assign may notify the other Grantor or Grantee, in writing, or (ii) delivered in person to the intended addressee (with an electronic copy to any email addresses). Notice given pursuant to clause (i) shall be effective two (2) business days after deposit. Notice given pursuant to clause (ii) shall be effective upon receipt by the intended addressee.

*[Signatures on following page]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument this 19<sup>th</sup> day of March, 2024.

**GRANTOR:**  
QUIKTRIP CORPORATION

By: [Signature]  
Print Name: Jason A. Cord

Its: Regional Director of Real Estate

ACKNOWLEDGMENT BY A LIMITED LIABILITY COMPANY:

STATE OF KANSAS                     )  
  ) ss.  
COUNTY OF JOHNSON            )

On this 19<sup>th</sup> day of March, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Jason A. Cord, known or identified to me to be the Regional Director of Real Estate of QUIKTRIP CORPORATION, the limited liability company that executed the foregoing instrument and duly acknowledged to me that said entity executed the same.

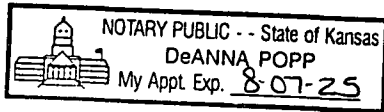
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DeAnna Popp  
(signature)

NOTARY PUBLIC FOR Kansas (state)

Residing at: 5725 Foxridge Dr. Mission KS 66202 (address)

My Commission Expires: 8-07-2025



**GRANTEE:**

AIRPORT RESEARCH WEST, LLC,

By: [Signature]

Print Name: G. Ryan Smith

Its: MANAGER

**ACKNOWLEDGMENT BY A LIMITED LIABILITY COMPANY:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the (manager / member) of AIRPORT RESEARCH WEST, LLC, the limited liability company that executed the foregoing instrument and duly acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
(signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)

Residing at: \_\_\_\_\_ (address)

My Commission Expires: \_\_\_\_\_

Please see attached  
California  
Acknowledgement  
Jurat  
Notary Initials.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

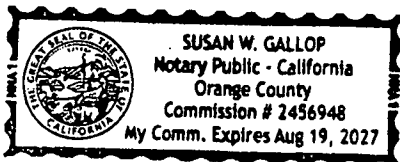
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On March 5, 2024 before me, Susan W. Gallop, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared George Ryan Smith  
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.

Signature Susan W. Gallop  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: Sewer Lateral Easement

Document Date: 3/5/24 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: Manager

Signer is Representing: Airport Reservoir

West, LLC

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_