

WHEN RECORDED, MAIL TO:

South Jordan City  
1600 West Towne Center Drive  
South Jordan, Utah 84095

14258888 B: 11501 P: 6199 Total Pages: 4  
07/01/2024 11:00 AM By: aalien Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: SOUTH JORDAN  
1600 W TOWNE CENTER DR SOUTH JORDAN, UT 84095



Affects Parcel No. 27-24-251-010

### WATER LINE EASEMENT

Walmart Inc., a Delaware corporation f/k/a Wal-Mart Stores, Inc., a Utah limited liability company ("GRANTOR"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, hereby GRANTS AND CONVEYS to the CITY OF SOUTH JORDAN, a municipal corporation of the State of Utah ("GRANTEE") and its successors and assigns a permanent easement for water line facilities and appurtenances thereto (the "EASEMENT") upon the following described property situated in Salt Lake County, Utah, and legally described as follows:

A WATER LINE EASEMENT ACROSS THE WALMART INC., A DELAWARE CORPORATION PARCEL # 27-24-251-010. BEING A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, IN THE STATE OF UTAH, COUNTY OF SALT LAKE, CITY OF SOUTH JORDAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, THENCE N00°20'39"E, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, 848.29 FEET, AND S89°39'21"E 375.48 FEET TO THE CENTER OF A 15.00 FOOT WIDE EASEMENT BEING 7.50 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE AND THE TRUE POINT OF BEGINNING:

THENCE N90°00'00"E 18.03 FEET TO THE POINT OF TERMINUS.

CONTAINS 270 SQUARE FEET OR 0.006 ACRES MORE OR LESS.

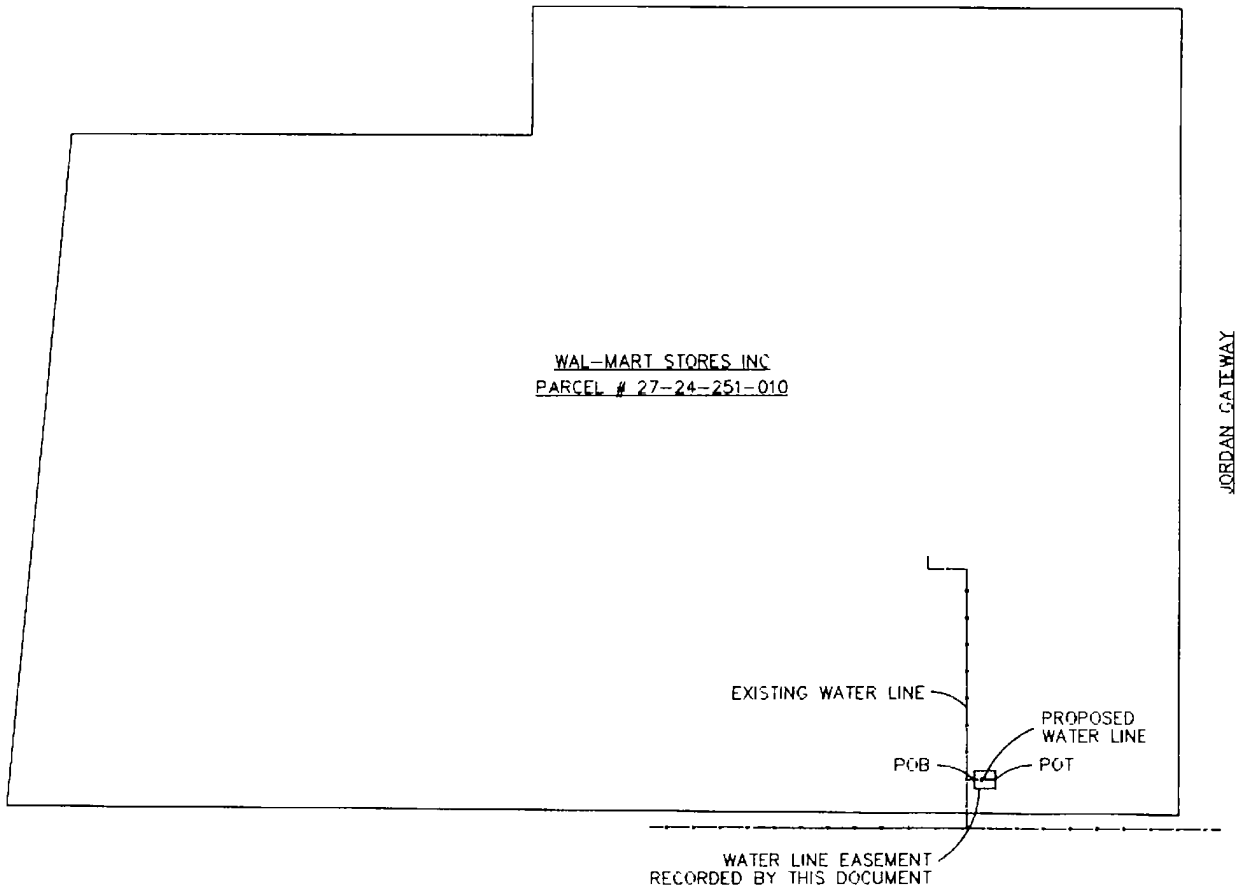
GRANTEE reserves the EASEMENT, so long as GRANTEE determines that such water line facilities shall be required, with the right of ingress and egress to GRANTEE and its officers, employees, representatives, agents, and assigns to enter upon the EASEMENT with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove, and replace said water line facilities and appurtenances.

GRANTOR shall have the right to use premises except for the purpose for which the EASEMENT is granted to GRANTEE, provided such use shall not interfere with the water line facilities and appurtenances thereto or any other rights granted to GRANTEE hereunder. This waterline easement shall be binding upon, and inure to the benefit of the successors and assigns of GRANTOR and may be assigned in whole or part by the GRANTEE.

Notwithstanding anything to the contrary contained herein:

- a. In exercising any rights and privileges under this easement, Grantee shall comply fully with any federal, state, or local laws.
- b. In exercising any rights and privileges under this easement, Grantee agrees to use due care in its use of the easement herein so as not to unreasonably disturb or interfere Grantor's business operations.
- c. In exercising any rights and privileges under this easement, Grantee agrees routine maintenance, construction and the like shall be expressly prohibited during the months of November and December and all work shall be completed by October 31st of the then-current year.
- d. In exercising any rights and privileges under this easement, should Grantee damage any property or improvements of Grantor, Grantee agrees to promptly restore such damaged areas to its condition which existed prior to Grantee's use of the easement.

EASEMENT EXHIBIT



[SIGNATURE PAGE FOLLOWS]

DATED this 19<sup>th</sup> day of June, 2024.

“GRANTOR”

*WALMART INC., A DELAWARE CORPORATION*  
a Utah limited liability company

[Signature]

By:

Zachary Yocum

Name:

Senior Manager

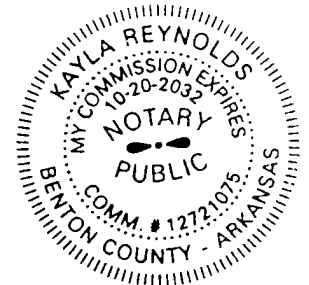
Title:

State of Arkansas )  
  ) ss.  
County of Benton )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2024, by Zachary Yocum, the Manager of WALMART INC., A DELAWARE CORPORATION.

[Signature]  
Notary Public

My commission expires: 10-20-2032 Residing at:



Water Line Easement  
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