



W3248129

When Recorded Return To:
Hooper Water Improvement District
Scott Christiansen, General Manager
P.O. Box 217
5555 West 5500 South
Hooper, UT 84315

E# 3248129 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
29-Jul-22 0450 PM FEE \$40.00 DEP DA
REC FOR: FIRST AMERICAN - FASHION POINTE
ELECTRONICALLY RECORDED

EASEMENT GRANT

Affecting Tax Parcel Nos. 08-052-0015
For the benefit of a portion of Tax Parcel No.
08-052-0056

This EASEMENT GRANT is made and executed this 29 day of July, 2022, by and between LYNC CONSTRUCTION, LLC, a Utah limited liability company, hereinafter referred to as "Grantor", whose address is 1407 N. Mountain Road, Ogden, UT 84404, and HOOPER WATER IMPROVEMENT DISTRICT, created, organized, and existing under the laws of the State of Utah, having its principal place of business at 5555 West 5500 South, Hooper, County of Weber, State of Utah, hereafter referred to as "Grantee".

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of tracts of land located in Weber County, Utah, which tracts are described in attached Exhibit "A" (hereinafter the "Servient Estate");

WHEREAS, Grantee is the owner in fee simple of a tract of land located in Weber County, Utah, which tract of land is described in attached Exhibit "B" (hereinafter the "Dominant Estate") upon which Grantee has constructed improvements including Ordinary water pipe lines and related pipes and facilities;

WHEREAS, the Dominant Estate is part of a larger parcel of land, a 1.29 acre portion of which (the "1.29 Acre Parcel") is, contemporaneously with or shortly after the execution and delivery of this Easement Grant, being conveyed by Grantee either to the Grantor named above or to JWMP Acquisition LLC ("JWMP"), with JWMP being contractually obligated to convey the 1.29 Parcel to the Grantor named above;

WHEREAS, this Easement Grant constitutes a portion of the consideration to be received by Grantee in return for the conveyance of the 1.29 Acre Parcel as aforesaid, to provide ingress and egress to and from the Dominant Estate and an easement for utilities;

WHEREAS, the Real Estate Purchase Contract pursuant to which Grantor is directly or indirectly acquiring the 1.29 Acre Parcel (including all Addenda, the "REPC") obligates Grantor (who, along with JWMP, is the "Buyer" named in the REPC), or a homeowners Association, a

municipality, or equivalent, to construct, maintain, repair and replace a 30 foot wide asphalt road, including snow removal, within the Easement described in this Easement Grant, at no expense to Grantor;

WHEREAS, Grantor and Grantee desire to satisfy a portion of the requirements of the REPC by entering into this Easement Grant; and

WHEREAS, Grantor is willing to grant a perpetual right-of-way and easement to Grantee as set out below.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration paid by Grantee to Grantor, Grantor hereby grants, warrants and conveys unto Grantee, its successors and assigns, a non-exclusive, permanent easement and right-of-way for the purpose of vehicular and pedestrian ingress and egress to the Dominant Estate and for the installation, operation, maintenance, replacement, and repair of utilities including, but not limited to, one or more water lines (both incoming and outgoing), sewer lines, storm water drainage lines, electric service lines, gas lines, and any other utility, whether owned by or belonging to Grantor or an entity that serves Grantor's Dominant Estate, and the necessary accessories and appurtenances used in connection therewith, together with the right to enter upon the Servient Estate for such purposes in, on, over, under, through and along the portion of the Servient Estate which is traversed by the following easement and right-of-way located in Weber County, Utah, **which is more particularly described in Exhibit "C" attached hereto (the "Easement")**.

The foregoing recital paragraphs and all Exhibits attached to this Easement Grant are incorporated herein by reference.

Grantor shall not construct, or cause or allow to be constructed, any permanent or temporary building or structure 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 any such building or structure be placed upon the Easement in violation of the preceding sentence, it shall be so placed at the Grantor's or the owner's sole risk and expense, and the owner of the Servient Estate, as from time to time constituted, shall solely be responsible for the cost and expense of removing and/or relocating the building or structure or any portion thereof from the Easement. In the event such removal is required for the installation, maintenance, repair, operation or replacement of any utility line and/or appurtenance located within the Easement, neither Grantor nor the owner of the Servient Estate nor any other person shall have any recourse whatsoever against Grantee or a service provider to Grantee due to the building or structure, or any portion thereof, being removed, damaged and/or destroyed, and Grantee shall not be liable for any damage to such building or structure resulting from such installation, maintenance, repair, operation or replacement activities. During temporary periods, Grantee may occupy more of the Servient Estate than the Easement described in attached Exhibit "C", as reasonably necessary for excavation and/or installation purposes. Except as otherwise stated above, Grantee shall restore the premises to substantially the same condition that existed prior to the work after completing any installation, excavation, repair, replacement or utility maintenance activity thereon.

Grantor recognizes, acknowledges and agrees that the Easement may be used by Grantor and others, in addition to Grantee, as an improved road or street, and for no other purpose without having first obtained Grantee's express written permission, which permission may be granted, withheld or conditioned at Grantee's sole discretion, provided that such use by Grantor and others shall not interfere with the enjoyment of the Easement by Grantee, including the installation, operation, repair, maintenance and replacement of the utilities and related appurtenances located therein by or for Grantee.

Grantor covenants and agrees that a minimum 30 foot wide asphalt road will be constructed and installed within the Easement to Grantee's reasonable satisfaction on or before March 31, 2024, at no expense to Grantee. Grantor further covenants and agrees that Grantee will not be required to maintain the road located within the Easement and that one or more reputable entities or agencies, such as a homeowners association or a governmental entity such as a city are or will be committed to and will provide year-round maintenance and repairs for the said road, including but not limited to snow removal, at no expense to Grantee. In particular, the road may be used by a homeowners association which encompasses all or a major part of the Servient Estate, provided that Grantor and Grantor's successors in interest, including any homeowners association that encompasses all or a major part of the Servient Estate, shall be solely responsible for constructing, maintaining, repairing, and replacing, as necessary or as appropriate, the improved road located within the Easement and Grantee shall have no liability or responsibility for the same.

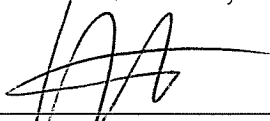
Grantor, for itself and its assignees and successors in interest, covenants and agrees to defend, with counsel reasonably acceptable to Grantee, indemnify and hold Grantee free and harmless from and against any loss, cost, damage, expense and/or liability resulting from any breach and/or failure of any covenant, commitment, obligation and/or agreement set forth in this Easement Grant for which Grantor, Grantor's successors and assigns, and/or any third party may be responsible as provided herein, including but not limited to any loss, cost, claim, cause of action or liability arising from damage to person or property caused by the failure adequately to construct, maintain, replace and/or repair the improved road. Grantee acknowledges and agrees that Grantor may assign Grantor's responsibilities, duties and obligations under this paragraph to a homeowners association that encompasses all or most of the Servient Estate and Grantor shall be relieved of its responsibilities, duties, and obligations under this paragraph upon the assignment of the same to a duly constituted and qualified homeowners association that owns the real property within which the Easement is located and the assumption of the same by such homeowners association, all in form and content reasonably acceptable to Grantee.

This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land, shall benefit the Dominant Estate and burden the Easement and the Servient Estate, and shall be binding upon and inure to the benefit of the parties and the successors and assigns of the respective parties hereto.


IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

[Signature page to follow]

GRANTOR
LYNC CONSTRUCTION, LLC

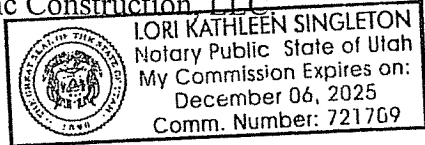
By: 
Patrick Biesinger Burns
Manager

GRANTEE
HOOPER WATER IMPROVEMENT DISTRICT

By: 
Name: S. Scott Christensen
Title: Manager

STATE OF UTAH)
) :SS
COUNTY OF WEBER)

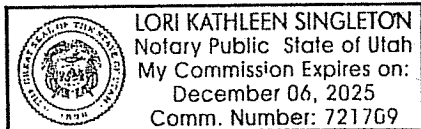
On this 29 day of July, 2022, personally appeared before me Patrick Biesinger Burns, the Member of Lync Construction, LLC, the Grantor named above, who duly acknowledged to me that he, Patrick Biesinger Burns, is the Member of Lync Construction, LLC and that he signed the foregoing instrument as such Member, with full authority for and on behalf of Lync Construction, LLC.




Notary Public

STATE OF UTAH)
) :SS
COUNTY OF WEBER David)

On this 29 day of July, 2022, personally appeared before me S. Scott Christensen, the signer of the above instrument, who duly acknowledged to me that he is the General Manager of the Hooper Water Improvement District, a political subdivision of the state of Utah, and that he was duly authorized to and did execute the above instrument on behalf of the District.



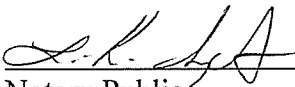

Notary Public

EXHIBIT "A"
Servient Estate Description

Description of Tax Parcel No. 08-052-0015

PARCEL 080520015 BOUNDARY DESCRIPTION

PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, AND IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE D&RGW RAILWAY, SAID POINT BEING NORTH 89°53'27" WEST 917.20 FEET ALONG THE SECTION LINE AND SOUTH 34°21'00" WEST 2404.02 FEET ALONG SAID EASTERLY RIGHT OF WAYLINE AND SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 1135.11 FEET ALONG A 5696.65 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 111°25'00" (LONG CHORD BEARS SOUTH 28°38'30" WEST 1133.23 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 442.24 FEET ALONG A 5696.65 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°26'53" (LONG CHORD BEARS SOUTH 20°42'33" WEST 442.13 FEET); THENCE SOUTH 89°51'34" EAST 520.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE OSL RAILWAY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 262.19 FEET ALONG A 5779.65 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°35'57" (LONG CHORD BEARS NORTH 21°58'19" EAST 262.17 FEET); THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 23°16'18" EAST 41.07 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE NORTHERLY 138.64 FEET ALONG A 8644.40 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°55'08" (LONG CHORD BEARS NORTH 16°50'16" EAST 138.63 FEET); THENCE NORTH 89°51'34" WEST 518.52 FEET TO THE POINT OF BEGINNING. [SUBJECT TO A RIGHT OF WAY 30 FEET WIDE OVER THE WESTERLY PORTION THEREOF,] AND TOGETHER WITH A RIGHT OF WAY 30 FEET WIDE WHICH BEGINS AT THE INTERSECTION OF THE SOUTH LINE OF 4000 SOUTH STREET AND THE EAST LINE OF THE D&RGW RAILWAY RIGHT OF WAY, AND RUNS SOUTHWESTERLY ADJOINING AND PARALLEL WITH THE EAST LINE OF SAID RAILROAD RIGHT OF WAY 3941.37 FEET TO GRANTOR'S SOUTH LINE.

EXHIBIT "B"
Dominant Estate Description

Description of a portion of Tax Parcel No. 08-052-0056

A PART OF NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF D&RGW RAILWAY BEING LOCATED NORTH 0°23'24" EAST 2786.96 FEET ALONG THE WEST LINE OF SAID SECTION AND NORTH 90°00'00" EAST 119.11 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 61°30'05" EAST 266.20 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 8804.40 FOOT RADIUS CURVE TO THE LEFT 391.97 FEET, HAVING A CENTRAL ANGLE OF 2°33'03" WITH A CHORD BEARING SOUTH 18°15'05" WEST 391.94 FEET; THENCE NORTH 89°51'34" WEST 351.21 FEET; THENCE ALONG THE ARC OF A 5696.46 FOOT RADIUS CURVE TO THE RIGHT 553.38 FEET, HAVING A CENTRAL ANGLE OF 5°33'57" WITH A CHORD BEARING NORTH 25°42'57" EAST 553.16 FEET TO THE POINT OF BEGINNING. CONTAINING 3.23 ACRES MORE OR LESS.

EXHIBIT "C"
Easement Description

A PART OF NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: A 30 FOOT WIDE ACCESS EASEMENT BEING 15 FEET RIGHT AND 15 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT BEING LOCATED NORTH 0°23'24" EAST 1873.41 FEET ALONG THE WEST LINE OF SAID SECTION AND NORTH 90°00'00" EAST 115.62 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; RUNNING THENCE NORTH 18°34'13" EAST 81.69 FEET; THENCE NORTH 57°34'37" EAST 3.58 FEET; THENCE ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT 188.96 FEET, HAVING A CENTRAL ANGLE OF 38°39'57" WITH A CHORD BEARING NORTH 38°14'38" EAST 185.39 FEET; THENCE NORTH 18°54'40" EAST 76.41 FEET; THENCE NORTH 29°39'13" WEST 134.75 FEET TO THE POINT OF TERMINATION.

4866-1691-4719, v. 1