

**WHEN RECORDED MAIL TO:**

BC Strategies  
Attn: Brett Mills  
2307 North Hillfield Road, Ste. 105  
Layton, Utah 84041

**EASEMENT**

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as Grantors (BC Strategies LLC, Brett Mills, Managing Member) hereby grant, convey, sell, and set over unto Garland City, a body politic of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the Facilities, said right-of-way and easement, being situate in Box Elder County, State of Utah, over and through a parcel of the Grantors land lying within a strip twenty (20) feet wide, said strip 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:

A strip of land 20-feet in width, situate in the North Half of Section 35, Township 12 North, Range 3 West, Salt Lake Base and Meridian, said strip also located in Garland, Box Elder County, Utah. 10 feet each side of the following described centerline:  
Beginning at an existing sewer manhole which is South 00°34'23" East 1055.05 feet along the section line and North 89°25'37" East 13.94 feet from the North Quarter Corner of said Section 35 and running thence:

South 89°25'37" West 33.94 feet and terminating.

R/W AFFECTS 06-098-0017

The sidelines of all easements to be extended or shortened as to intersect the property line or easement line.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of Grantors property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantors shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or with the discharge and conveyance of sewage through the Facilities, or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of Grantee. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

**IN WITNESS WHEREOF**, the Grantors have executed this right-of-way and Easement this 7 day of July, 2020.



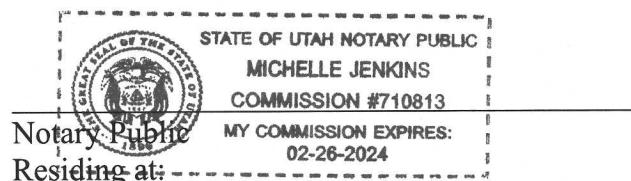
BC Strategies LLC,  
Brett Mills, Managing Member

STATE OF UTAH )  
:ss.  
COUNTY OF DAVIS )

On the 7 day of July, 2020, personally appeared before me **Brett Mills, Managing Member of BC Strategies LLC**. who being duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

My Commission Expires:

02-26-2024



Michelle Jenkins