



R/W AFFECTS

When recorded, return to:  
Attn: Chris Davis  
PO Box 593  
Willard, Utah 84302

Parcel Number: 02-053-0069

## RIGHT OF WAY AND EASEMENT GRANT

Granite Ridge Willard, LLC, a Utah limited liability company, whose address is 3237 Twin Peaks Drive, Layton, Utah 84040 ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to Willard City Corporation, PO Box 593, Willard, Utah 84302 ("Grantee") a perpetual easement and right of way ("Easement") for ingress, egress, access, construction, installation, operation, maintenance, protection, upgrade, replacement, repair, and alteration of storm drainage, water line infrastructure, and other related equipment over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in Box Elder County, State of Utah. Grantor's Land is more particularly described in Exhibit "A", the legal description of the Easement, referred to herein as "Easement Area", is more particularly described in Exhibit "B" and shown on Exhibit "B-1" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purpose of this Easement is to allow Grantee the right of ingress, egress and access to construct, reconstruct, operate, maintain, relocate, enlarge, protect, alter and remove storm drainage and water line infrastructure and related equipment.
2. Access. Grantee shall have a right of access along and within the described Easement Area, and right of access to the Easement Area over and across Grantor's Land as shown on Exhibit B and B-1. The Parties will coordinate regarding any significant repairs, or replacements that may be needed arising out of the storm water drainage, water line infrastructure or other related conditions arising out of this Agreement, provided that neither party may unreasonably withhold, condition, or delay their approval. Notwithstanding the foregoing, Grantee need not obtain the Grantor's prior consent before conducting minor routine maintenance of their water line or storm drainage infrastructure, provided that Grantee will notify and coordinate with Grantor prior to conducting any activities that could affect the Grantor's or the public's use or enjoyment of the Easement Area. Grantor may not fence the Easement Area or unreasonably interfere with the Grantee's Easement or preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee, whose consent shall not be unreasonably withheld or delayed.

3. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted.
4. Authority. The individual executing this document represents and warrants that he has the legal authority to convey the Easement described herein.
5. Amendments. This Easement may be amended only by recording, in the office of the county recorder, and instrument in writing reciting the terms of the amendment and bearing the signatures of all parties here, or their heirs, successor and assigns.
6. No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.
7. Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.
8. Repair. Grantee agrees to repair and restore all fences, gates, monuments, signs, private roadway and access drives that may be damaged as a result of Grantee's construction, maintenance and operation activities. Grantor shall have the right to reject any and all defective repair and restoration work.
9. No Liability. The Parties are not liable for each other's expenses or liabilities except as set forth herein.

[Remainder of page intentionally left blank. Signatures appear on following pages.]

IN WITNESS WHEREOF, Grantor has executed this document this 10 day of MAY, 2023

## GRANITE RIDGE WILLARD, LLC

State of Utah )  
County of Weber ) ss

On this 10 day of May, 2023, Scott Priest personally appeared before me, the undersigned notary, and who duly acknowledged to me, that he has read the foregoing RIGHT OF WAY AND EASEMENT GRANT, and that he signed the same for its stated purpose.

John Whittle  
Notary Public, State of Utah  
Residing in Weber County, Utah  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



John Newhall  
State of Utah  
Notary Public  
Commission No. 722928  
My Commission Expires 02/07/2026

## Exhibit A

*(Legal Description Parcel No. 02-053-0069)*

Beginning at the Southeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian, running thence North 605.5 feet, thence West 542.7 feet, thence North 716.1 feet, thence East 96.7 feet, thence North 64°38' East 493.1 feet to the East line of said Section, thence North along the Section line to the South line of the Ogden-Brigham Canal (as deeded to the United States of America 39-80), thence Northwesterly along said South line to the North line of said Southeast Quarter, thence West along said Quarter Section line to the Northeast corner of Woodyatt Estates I, thence along said subdivision the following 3 calls: (1) South 9°42' East 310.35 feet, (2) South 4°35' West 316.34 feet and (3) South 46°36' West 50.03 feet, more or less, to the North line of Granite Ridge Subdivision Phase 4, thence along said subdivision the following 9 calls: (1) South 60°40'37" East 156.79 feet, (2) South 60°26'16" East 47.41 feet, (3) South 05°30'56" East 36.00 feet, (4) North 84°29'04" East 170.00 feet, (5) South 05°30'56" East 63.00 feet, (6) North 84°29'04" East 136.59 feet, (7) South 00°45'30" West 41.30 feet, (8) South 00°56'00" West 273.98 feet and (9) South 09°33'03" West 175.65 feet to the Northeast corner of Willard Peak Ranches No. 1 Appaloosa Ranch, thence along said subdivision the following 1 call: (1) South 06°27'56" West 21 feet, more or less, to the Northwest corner of Granite Ridge Subdivision Phase 3, thence along said subdivision the following 17 calls: (1) South 69°05'47" East 206.88 feet, (2) South 75°40'28" East 71.29 feet, (3) South 04°53'29" East 103.47 feet, (4) South 42°11'59" East 82.78 feet, (5) South 01°20'48" West 145.00 feet, (6) South 02°53'52" West 157.95 feet, (7) South 22°29'28" West 102.91 feet, (8) South 52°02'07" West 28.75 feet, (9) South 48°51'09" East 77.13 feet, (10) South 41°08'32" West 134.18 feet, (11) South 30°02'45" East 15.69 feet, (12) 56.54 feet along a 270.00 foot radius curve to the left, chord bears South 36°02'41" East 56.43 feet, (13) South 38°51'39" West 60.62 feet, (14) South 49°10'53" West 280.68 feet, (15) North 34°20'08" West 144.19 feet, (16) North 00°08'43" East 365.07 feet and (17) South 55°52'26" West 37.41 feet to the Northeast corner of Granite Ridge Subdivision Phase 2, thence along said subdivision the following 5 calls: (1) South 55°52'26" West 225.12 feet, (2) South 00°15'16" West 179.77 feet, (3) South 62°50'29" East 87.17 feet, (4) North 89°16'23" East 90.15 feet and (5) South 00°12'18" West 309.74 feet to the South line of said Section, thence East along said Section line 1272.59 feet, more or less, to the point of beginning.

--LESS the following deeded to the United States of America by Quit Claim Deed 39-80 (No #): Beginning at the Southeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian and running thence North 87°25.5' West 27.3 feet, thence North 10°19' East 1.7 feet, thence North 13°3.5 East 23.0 feet, thence North 15°48' East 82.7 feet to the East line of said Section 26, thence South 0°22' West on said Section line 98.8 feet to the point of beginning.

--LESS the following parcel deeded to Box Elder County-Willard City Flood Control and Drainage Special Service District by Final Order of Condemnation 406-52 (02-053-0042): Commencing at a point 1438.23 feet West along the South Section line and North 350.82 feet

from the Southeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian, running thence North  $01^{\circ}36'11''$  East 179.77 feet, thence North  $57^{\circ}13'21''$  East 262.53 feet, thence South  $01^{\circ}29'28''$  West 365.07 feet, thence North  $89^{\circ}22'42''$  West 139.65 feet, thence North  $61^{\circ}29'34''$  West 87.18 feet to the point of beginning.

--LESS the following parcel deeded to Box Elder County-Willard City Flood Control and Drainage Special Service District by Final Order of Condemnation 406-52 (02-053-0043) Commencing at a point 1060.45 feet West along the South Section line from the Southeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian, running thence North  $34^{\circ}23'49''$  West 373.50 feet, thence North  $89^{\circ}22'42''$  East 49.00 feet, thence South  $34^{\circ}23'49''$  East 372.90 feet, thence West along Section line 48.5 feet to the point of beginning.

--LESS the following parcel deeded to Box Elder County-Willard City Flood Control and Drainage Special Service District by Final Order of Condemnation 406-52 (02-053-0040): Commencing at a point 1010.91 feet West along the South Section line and North 1273.86 feet from the Southeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian, running thence South  $89^{\circ}41'47''$  East 160.38 feet, thence North  $55^{\circ}21'51''$  East 150.22 feet, thence North  $32^{\circ}11'08''$  West 226.48 feet, thence South  $70^{\circ}37'33''$  West 247.52 feet, thence South  $19^{\circ}52'23''$  East 206.39 feet to the point of beginning.

--LESS the following parcel deeded to Box Elder County-Willard City Flood Control and Drainage Special Service District by Final Order of Condemnation 406-52 (02-053-0041): Commencing at a point West 650.36 feet along the South Section line and North 2030.01 feet from the Southeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian, running thence North  $35^{\circ}14'01''$  East 360.00 feet, thence South  $54^{\circ}45'59''$  East 40.00 feet, thence South  $35^{\circ}14'01''$  West 360 feet, thence North  $54^{\circ}45'59''$  West 40.00 feet to the point of beginning.

--LESS the following deeded to Jack B. Parson Companies by Quit Claim Deed 576-872 (02-053-0044): A part of the Southwest Quarter of Section 25 and the Southeast Quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the Westerly line of the Ogden-Brigham Canal; said point being 3444.49 feet South  $0^{\circ}00'26''$  West along the Section line from the Northwest corner of said Section 25, running thence the following eight (8) courses along the Westerly line of said canal: (1) South  $81^{\circ}14'51''$  East 91.77 feet, (2) Southeasterly along the arc of a 70.00 rood radius curve to the right a distance of 38.43 feet (long chord bears South  $65^{\circ}31'06''$  East 37.95 feet), (3) North  $40^{\circ}12'39''$  East 10.00 feet, (4) South  $49^{\circ}47'21''$  East 27.90 feet, (5) Southeasterly along the arc of a 60.00 foot radius curve to the right a distance of 32.20 feet (long chord bears South  $34^{\circ}24'51''$  East 31.82 feet), (6) South  $19^{\circ}02'21''$  East 85.30 feet, (7) Southeasterly along the arc of a 240.00 foot radius curve to the left a distance of 39.03 feet (long chord bears South  $23^{\circ}41'51''$  East 38.98 feet) and (8) South  $28^{\circ}21'21''$  East 85.37 feet, thence North  $89^{\circ}59'34''$  West 246.10 feet to the West line of said Section 25, thence South  $0^{\circ}00'26''$  West 67.57 feet along said West line, thence South  $64^{\circ}39'51''$  West 432.66 feet, thence North 273.67 feet, thence East 90.00

feet, thence North 300.00 feet, thence North  $21^{\circ}03'22''$  West 187.96 feet to the Westerly line of said canal, thence the following seven (7) courses along the Westerly line of said canal: (1) South  $35^{\circ}55'51''$  East 2.35 feet, (2) Southeasterly along the arc of a 130.00 foot radius curve to the left a distance of 30.22 feet (long chord bears South  $42^{\circ}36'21''$  East 30.22 feet), (3) South  $49^{\circ}16'51''$  East 137.00 feet, (4) Southeasterly along the arc of a 330.00 foot radius curve to the left a distance of 37.92 feet (long chord bears South  $52^{\circ}34'21''$  East 37.90 feet), (5) South  $55^{\circ}51'51''$  East 93.90 feet, (6) Southeasterly along the arc of a 130.00 foot radius curve to the left a distance of 57.59 feet (long chord bears South  $68^{\circ}33'21''$  East 37.12 feet), and (7) South  $81^{\circ}14'51''$  East 82.93 feet to the point of beginning.

### Exhibit B

#### *(Legal Description of Storm Drain and Water Line Right of Way and Easement Grant)*

A storm drainage and water line easement located in the Southeast Quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Baseline and Meridian described as follows:

Commencing at the Southeast Corner of Section 26, Township 8 North, Range 2 West, Salt Lake Baseline and Meridian monumented with a brass cap; thence N 00°45'40" W 1679.31 feet along the east line of the the Southeast Quarter of said Section 26; thence West 670.38 feet to the POINT OF BEGINNING and running

thence along the boundary of Granite Ridge Phase 5 the next three courses:

- 1) thence N 26°58'51" W 198.07 feet;
- 2) thence N 20°36'59" W 56.79 feet;
- 3) thence N 67°38'45" E 44.67 feet;

thence Southeasterly, a distance of 48.84 feet along a non tangent curve to the left of which the radius point lies N 67°54'35" E, with a radius of 390.00 feet, having a central angle of 07°10'31" and a chord that bears S 25°40'41" E 48.81 feet;

thence S 29°15'56" E 265.20 feet;

thence Southerly, 191.92 feet along a curve to the right having a radius of 410.00 feet, a central angle of 26°49'15" and a chord that bears S 15°51'19" E 190.18 feet;

thence S 02°26'42" E 181.88 feet;

thence S 85°51'01" W 20.01 feet along the proposed boundary of Granite Ridge, Phase 6;

thence N 02°26'42" W 182.48 feet;

thence Northerly, 182.56 feet along a curve to the left having a radius of 390.00 feet, a central angle of 26°49'15" and a chord that bears N 15°51'19" W 180.90 feet;

thence N 29°15'56" W 68.39 feet;

thence S 55°56'01" W 37.86 feet to the point of beginning.

**Exhibit B-1**

*(Easement Area Rendering)*

