

AFTER RECORDATION MAIL TO:

HEBER CITY CORPORATION
75 NORTH MAIN STREET
HEBER CITY, UT 84032

GRANT OF RIGHT-OF-WAY EASEMENT TO HEBER CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner, Alpha-KH Heber, LLC, a Utah limited liability company, as GRANTOR hereby grants to HEBER CITY, a municipal corporation situated in Wasatch County, the State of Utah, as CITY, and CENTRAL UTAH WATER CONSERVANCY DISTRICT as DISTRICT a nonexclusive, permanent easement and right-of-way for the purpose of accessing, constructing, operating, and maintaining irrigation facilities in the easement granted herein. Said easement is described as follows (the "Easement Area"):

(See Attached Exhibits 'A' and 'B' for Legal Description & Location Map)

Subject to all the other easements, rights, right-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

GRANTOR hereby grants to CITY and DISTRICT a perpetual right of ingress and egress to and from and along said right-of-way with the right to operate, maintain, repair, replace, augment and/or remove the public facilities as deemed necessary; also the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of CITY may endanger the safety of or interfere with the operation of CITY's facilities. GRANTOR and its successors in interest hereby forever relinquish the right to construct any permanent improvement, structure, change in topography, or landscaping (other than grass and shrubs) which would interfere with the operation, replacement or repair of the irrigation facilities constructed and maintained under the provisions of this easement, without the express written consent in advance of the CITY. Any improvements erected within the Easement Area without written consent will be removed at the current lot owner's expense.

CITY and DISTRICT take the Easement Area in an "As-Is," "Where-Is" condition, without warranties, either express or implied, "WITH ALL FAULTS," including both latent and patent defects. CITY and CITY's agents and DISTRICT and DISTRICT's agents, contractors, invitees and licensees ("CITY's and DISTRICT's Agents") shall enter upon the Easement Area at their sole risk and hazard, and CITY and DISTRICT and CITY's and DISTRICT's Agents, and its/their successors and assigns, hereby release GRANTOR from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by the CITY and DISTRICT and CITY's and DISTRICT's Agents, and its/their successors and assigns, except for claims arising from GRANTOR'S intentional, gross negligent acts. GRANTOR reserves the right to traverse the Easement Area, and to use the same for any surface improvements not inconsistent with CITY's and DISTRICT's permitted use of the Easement Area, including using the same as a driveway and parking, and to the extent of such use, may surface or pave the Easement Area, subject to the restrictions as to changes in existing topography set forth above.

CITY and DISTRICT shall construct and maintain or shall cause the construction and maintenance of any and all public utilities in the Easement Area and GRANTOR shall have no responsibility therefor. CITY and DISTRICT shall conduct all construction and maintenance activities to not unduly compromise GRANTOR'S use and enjoyment of GRANTOR'S property, shall protect the public from injury, and shall restore the Easement Area (and any of GRANTOR'S adjacent property damaged thereby) to the reasonable satisfaction of GRANTOR upon completion of any construction and/or maintenance activities.

GRANTOR agrees on its own behalf, and on behalf of its successors in interest, that it will indemnify and hold harmless CITY and DISTRICT for any damages to the property which result from GRANTOR's acts. CITY and DISTRICT shall indemnify and hold harmless GRANTOR, GRANTOR's employees, agents and independent contractors and GRANTOR's successors and assigns against any and all liability caused by any negligent acts of CITY or DISTRICT or CITY's and DISTRICT's Agents, and/or arising out of, related to or connected with this Grant.

CITY and DISTRICT shall have the right to transfer and assign all or a portion of this easement to its successor in interest, or to any other political subdivision or public utility for use of the above stated purpose.

Notwithstanding anything in this document to the contrary, the easements and rights-of-way granted and conveyed herein shall terminate and be of no further force and effect at the request of GRANTOR, its successors and/or assigns, and conditioned upon CITY's approval, or as result of a change in use of the Easement Areas, re-configuration of the Easement Areas, and/or repurposing of the Easements Areas, all which shall, in the reasonable discretion of the City need be acknowledged and acquiesced to by the City, and also provided GRANTOR, its successors and/or assigns, at its sole cost and expense, relocates or removes any facilities located therein as directed by CITY. Following any relocation or removal of any such facilities, the parties agree to execute and record an amendment of this easement.

[Signatures and Acknowledgments Follow]

EXHIBIT A

(Legal Description of Grantor's Property)

Lot 1, TURNER MILL MASTER SUBDIVISION PLAT, according to the official plat thereof, as filed in the office of the Wasatch County Recorder, State of Utah, recorded August 28, 2020 as Entry No. 483557 in Book 1309 at Page 807.

EXHIBIT B

(Legal Description of Easement Area; Depiction of Easement Area)

Legal Description of Easement Area

An irrigation easement being a strip of land 30.00 – feet wide within Lot 1, Turner Mill Master Subdivision Plat recorded August 28, 2020 as Entry No. 483557 in Book 1309, at Page 807 in the Office of the Wasatch County Recorder and located in the Northwest Quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian. Said 30.00 – foot wide strip of land lies 30.00 feet easterly of the following described centerline:

Beginning at the southwesterly corner of said Lot 1; thence N. 00°01'45" W. 430.00 feet to the Northwesterly corner of said Lot 1 and the **Point of Terminus**.

The above-described easement contains 12,915 square feet or 0.296 acre, more or less.

The sidelines of said 30.00 wide strip of land shall be lengthened or shortened to begin on the southerly line of said Lot 1 and terminate at the northerly line of said Lot 1.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING is N. 00°03'25" W. per said Turner Mill Master Subdivision Plat along the Section line between the West Quarter Corner and the Northwest Corner of said Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian.

EXHIBIT B (Cont.)

Depiction of Easement Area

