

MTC #341807
WHEN RECORDED RETURN TO:

Timpanogos Special Service District
P.O. Box 923
American Fork, Utah 84003

ENT 66119:2024 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Sep 26 10:10 AM FEE 40.00 BY AS
RECORDED FOR Meridian Title Company
ELECTRONICALLY RECORDED

Parcel I.D. 130670097

**TIMPANOGOS SPECIAL SERVICE DISTRICT
PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

Sky Harbor Development, L.C. a Utah limited liability company and SRaff Properties LLC, a Utah limited liability company and Jared Skidmore and MDS Holdings, LLC, a Nevada limited liability company and T&N Skidmore LLC, a Utah limited liability company, known as Grantor, hereby grants, bargains, sells, conveys and warrants to TIMPANOGOS SPECIAL SERVICE DISTRICT, a body politic and a quasi-municipal public corporation, Grantee, its successors and assigns for valuable consideration, a perpetual easement and right of way for the construction, erection, operation and continued maintenance, repair, alteration, inspection, relocation, enlargement, and/or replacement of one or more underground wastewater treatment and transmission/conveyance facilities and manholes (the Facilities) that may be located at the surface, including, but not limited to pipelines, in, upon, along, through, and under a tract of land situated in Utah County, State of Utah, particularly described as "Perpetual Easement" in Exhibit "1" hereto, together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain waste water treatment facilities. With the exception of manholes, all such wastewater treatment and transmission/conveyance facilities shall be buried at least six (6) feet below the currently existing surface grade.

Grantor further grants, bargains, sells and conveys to TIMPANOGOS SPECIAL SERVICE DISTRICT, a body politic and quasi-municipal public corporation, Grantee, its successors and assign for valuable consideration, a temporary construction easement and right of way, upon, along, over, through, and across a tract of land situated in Utah County, State of Utah, more particularly described as "Temporary Construction Easement" in Exhibit "1" hereto, for the construction and erection of the Facilities within the Perpetual Easement, including, but not limited to, a pipeline, together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assign and its and their agents and employees to enter at all times upon said Temporary Construction Easement to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain the Facilities within the Perpetual Easement, both overhead and underground, including but not limited to, pipelines. This easement shall commence upon the beginning of actual construction activities within the Perpetual Easement and shall terminate upon the earlier to occur of (a) completion of construction activities on the property or (b) after the period of five years from the date of this Agreement. The date of completion of construction shall be the date when Grantee releases all retainage amounts and makes final payment to Grantee's contractor after having finally accepted the completed Improvements.

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind or plant or permit to be planted any vegetation, plant or tree whose root depth will exceed three (3) feet below the surface of the property, or change or permit to be changed the contour of the property within the boundaries of said Perpetual Easement without the prior written consent of Grantee;

notwithstanding the foregoing, Grantor, their successors and assigns may place roads, fields, yards, utilities and other service improvements on the surface area of the Perpetual Easement, provided that such improvements do not unreasonably interfere with Grantee's use of the Perpetual Easement.

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind or plant or permit to be planted any vegetation that would interfere with construction activity, or change or permit to be changed the contour of the property within the boundaries of said Temporary Construction Easement during the period of the Temporary Construction Easement without the prior written consent of Grantee.

This right-of-way and easement grant shall run with the land.

Grantor warrants that it has sole title to the easement property, has not conveyed, transferred or sold any portion of the easement property, and that no liens or other encumbrances exist against the easement property.

Grantor shall not use said premises for any use that interferes with the facilities installed by Grantee.

WITNESS the hand of the Grantor, this 18th day of July, 2018 2024

Brent Skidmore

Sky Harbor Development LC (a Utah limited liability company, 2/6 interest)
Brent Skidmore, Manager

Stephanie Raff

SRaff Properties LLC (a Utah limited liability company, 1/6 interest)
Stephanie Raff, Manager/Member

Jared Skidmore

Jared Skidmore (1/6 interest)

Danielle Schofield

MDS Holdings, LLC (a Nevada limited liability company, 1/6 interest)
Danielle Schofield, Manager

Tyler Skidmore

T&N Skidmore LLC (a Utah limited liability company, 1/6 interest)
Tyler Skidmore, Manager

~~WARRANTY DEED~~
~~(continued)~~

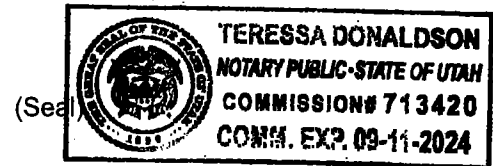
State of UTAH

County of UTAH

On this 18th day of July, in the year 2024 personally appeared before me, Brent Skidmore, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me sworn, did say that he is the Manager of Sky Harbor Development, LC, a limited liability company, and that said instrument was signed in behalf of said company by authority of statute, its articles of organization or its operating agreement, and that the said Brent Skidmore, acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

Signature: Teresa Donaldson



State of UTAH

County of UTAH

On this 18th day of July, in the year 2024 personally appeared before me, Stephanie Raff, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me sworn, did say that she is the Manager of SRaff Properties, LLC, LC, a limited liability company, and that said instrument was signed in behalf of said company by authority of statute, its articles of organization or its operating agreement, and that the said Stephanie Raff, acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

Signature: Teresa Donaldson



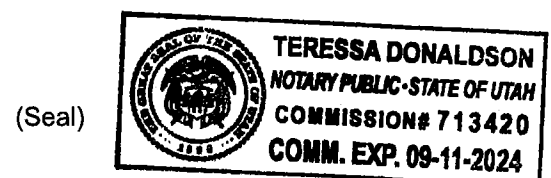
State of UTAH

County of UTAH

On this 18th day of July, in the year 2024 personally appeared before me, Jared Skidmore the signer of the above instrument, who acknowledge that he executed the same.

Witness my hand and official seal.

Signature: Teresa Donaldson



~~WARRANTY DEED~~

~~(continued)~~

State of UTAH

County of UTAH

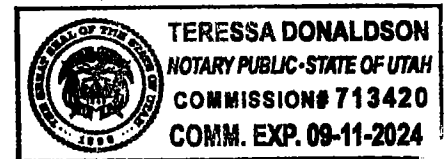
On this 18th day of July, in the year 2024 personally appeared before me, Tyler Skidmore, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me sworn, did say that he is the Manager of T&N Skidmore LLC, a limited liability company, and that said instrument was signed in behalf of said company by authority of statute, its articles of organization or its operating agreement, and that the said Tyler Skidmore, acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

Signature:

Teresa Donaldson

(Seal)



State of UTAH

County of UTAH

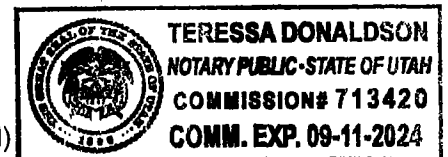
On this 18th day of July, in the year 2024 personally appeared before me, Danielle Schofield, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me sworn, did say that she is the Manager of MDS Holdings, LLC, a limited liability company, and that said instrument was signed in behalf of said company by authority of statute, its articles of organization or its operating agreement, and that the said Danielle Schofield, acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

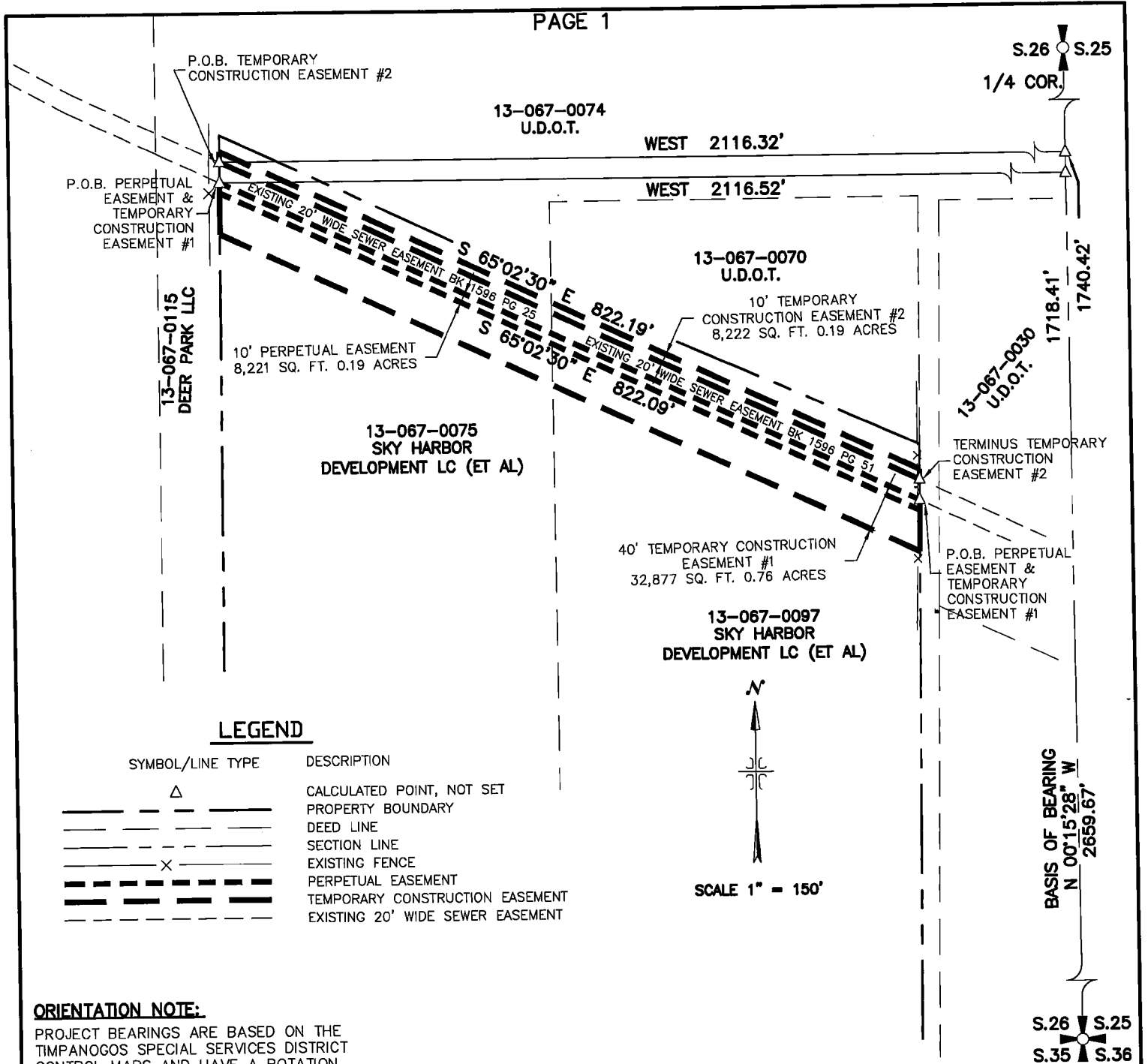
Signature:

Teresa Donaldson

(Seal)



PAGE 1

**LAND SURVEYORS INC.**

PO BOX 973
RIVERTON, UTAH 84065
(801) 302-3343



TIMPANOGOS SPECIAL SERVICE DISTRICT
PERPETUAL EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

SKY HARBOR DEVELOPMENT LC (ET AL)
PARCEL NO.S 13-067-0075 & 13-067-0097
LOCATED WITHIN THE SE. 1/4 S.26, T.5S., R.1E.,
SLB&M., UTAH COUNTY, UTAH

EXHIBIT "1"

PAGE 2

PARCEL NO. 13-067-0075 & 13-067-0097

PERPETUAL EASEMENT

A 10 FOOT WIDE STRIP OF LAND FOR A PERPETUAL SEWER EASEMENT, THE SOUTHERLY LINE OF WHICH IS PARALLEL AND CONCENTRIC WITH THE FOLLOWING DESCRIBED NORTHERLY LINE.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N00°15'28"W 1718.41 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND WEST 2116.52 FEET TO THE GRANTOR'S WEST PROPERTY LINE, THE SOUTHERLY LINE OF AN EXISTING 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 1596 AT PAGE 25 OF THE OFFICIAL RECORDS AND THE POINT OF BEGINNING;

THENCE S65°02'30"E 822.09 FEET COINCIDENT TO SAID EXISTING SEWER EASEMENT AND AN EXISTING 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 1596 AT PAGE 51 OF THE OFFICIAL RECORDS, TO GRANTOR'S EAST PROPERTY LINE AND THE TERMINUS. CONTAINS 8,221 SQ. FT. OR 0.19 ACRES

ALSO: A 40 FOOT WIDE STRIP OF LAND FOR A TEMPORARY CONSTRUCTION EASEMENT #1 LYING ADJACENT AND SOUTH OF THE 10 FOOT WIDE PERPETUAL EASEMENT, ALSO BEING PARALLEL AND CONCENTRIC TO SAID PERPETUAL EASEMENT. CONTAINS 32,877 SQ. FT. OR 0.76 ACRES

ALSO: A 10 FOOT WIDE STRIP OF LAND FOR A TEMPORARY CONSTRUCTION EASEMENT #2, THE NORTH LINE OF WHICH IS PARALLEL AND CONCENTRIC WITH THE FOLLOWING DESCRIBED SOUTH LINE.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N00°15'28"W 1740.42 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND WEST 2116.32 FEET TO THE GRANTOR'S WEST PROPERTY LINE, THE NORTHERLY LINE OF AN EXISTING 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 1596 AT PAGE 25 OF THE OFFICIAL RECORDS AND THE POINT OF BEGINNING;

THENCE S65°02'30"E 822.19 FEET COINCIDENT TO SAID EXISTING SEWER EASEMENT AND AN EXISTING 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 1596 AT PAGE 51 OF THE OFFICIAL RECORDS, TO GRANTOR'S EAST PROPERTY LINE AND THE TERMINUS. CONTAINS 8,222 SQ. FT. OR 0.19 ACRES

THE SIDE LINES OF SAID EASEMENTS SHALL BE EXTENDED AND OR SHORTENED TO CONFORM TO GRANTOR'S PROPERTY LINES.