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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
GRANGER-HUNTER IMP. DISTRICT  
PO BOX 701110  
MVC UT 84170  
BY: MGA, DEPUTY - WI 5 P.

**Recording Requested By:**

AA ALPINE COVE STORAGE – WEST VALLEY CITY LLC  
745 East Alpine Blvd.  
Alpine, Utah 84128

Space above this line for Recorder's use

**GRANT OF EASEMENT**  
**for**  
**Water Meter Assemblies and Right of Access**

FOR AND CONSIDERATION of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, AA ALPINE SELF STORAGE – WEST VALLEY CITY LLC, a Utah limited liability company, with its principal place of business located at 745 East Alpine Blvd., Alpine, Utah 84128, (“Grantor”), does hereby sell, convey and grant to GRANGER-HUNTER IMPROVEMENT DISTRICT, a political subdivision of the State of Utah, with its place of business located at 2888 South 3600 West, West Valley City, Utah 84119, (“Grantee”), the following easement and right-of-way:

EASEMENT FOR METER ASSEMBLIES

An exclusive, perpetual easement and right-of-way for the ownership, installation, construction, re-construction, operation, inspection, maintenance, repair and replacement of water meters and related valves, flanges, piping, meter vaults, manholes, meter boxes, gauges, and related equipment and facilities (collectively, the “Water Meter Assemblies”), over, under, across and through the development property of Grantor depicted and more particularly described in EXHIBIT “A” hereto (the “Easement Property”). This easement is granted to cover all Water Meter Assemblies which currently exist on the Easement Property as of the date hereof, and such additional Water Meter Assemblies as may be newly constructed and installed in the future to accommodate new connections required to facilitate water service by Grantee.

EASEMENT FOR ACCESS

An exclusive, perpetual easement and right-of-way, over and across the Easement Property, for individual and vehicular use as and for access for the purpose of owning, installing, constructing, operating, inspecting, maintaining, repairing and replacing all of Grantee’s existing and future Water Meter Assemblies, including the right of ingress and egress thereto (“Access”), limited to Access only by the directors, officers, managers, employees, consultants and contractors of Grantee, said Access situated on, over, across and through the land of Grantor as shall be reasonably necessary to enable Grantee to Access the Water Meter Assemblies to facilitate the purposes for which this easement is granted.

Grantor grants this easement subject to the following terms, conditions and agreements:

1. Following construction of any improvements and or the maintenance, repair and replacement of the Water Meter Assemblies, Grantee, at its expense, shall reasonably restore the surface

of the Easement Property or any other property of Grantor disturbed by Grantee in connection with said improvements, maintenance, repair and replacement work, to its pre-disturbance condition to the extent reasonably possible.

2. Grantee shall have the right, without compensation to the Grantor, to cut and to keep clear all trees, brush, native growth or foliage and any and all other obstructions that may, in the Grantee's sole opinion, reasonably endanger, hinder or conflict with the exercise by Grantee of its easement rights and interests hereunder including Access to the Easement Property.

3. Grantor reserves the right to use and enjoy its property but only so long as Grantor shall not construct or place any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact Grantee's Water Meter Assemblies within the Easement Property, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the Grantee's easement rights and interests granted herein.

4. Grantee is acquiring the easement granted herein as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PUPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Grantor makes no representations or warranties regarding the environmental condition of the Easement Property.

5. Grantor represents that it owns the Easement Property and has the right and authority to execute this instrument and grant the easement provided for herein.

6. Grantee shall indemnify Grantor and hold Grantor harmless from and against any and all third party actions, causes of action, damages, losses, claims, attorney fees and to the extent costs arising out of any negligent act or omission of Grantee related in any way to Grantee's use of the Easement Property and/or Grantor's property, generally, in connection with the exercise of Grantee's easement rights and interests granted hereby. In the event, however, any claims are caused by the joint or concurrent negligence of the Grantor and the Grantee, Grantee shall indemnify the Grantor only in proportion to Grantee's own negligence or liability.

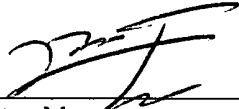
7. The easement and related covenants and restrictions contained herein (whether affirmative or negative in nature) shall: (i) create an equitable servitude in favor of Grantee over, under, across and through the Easement Property and over and through Grantor's property, generally, for access purposes, as granted herein; (ii) constitute a covenant running with the land of Grantor burdened by the easement for the Water Meter Assemblies and the easement for Access, as confirmed and granted herein, and (iii) be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors-in-interest and assigns.

8. The Parties hereby acknowledge and agree that this Grant of Easement is granted in conformance with and pursuant to the requirements of that certain Water Line Transfer Agreement by and between Grantor and Grantee, dated \_\_\_\_\_ (the "Transfer Agreement"), and that the terms and provisions hereof are consistent with the terms and provisions of the Transfer Agreement.

**IN WITNESS WHEREOF**, Grantor has executed this Grant of Easement as of this \_\_\_\_\_

day of \_\_\_\_\_, 2021.

**AA ALPINE SELF STORAGE – WEST VALLEY LLC**

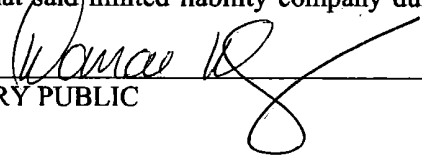
By:   
Its: Manager

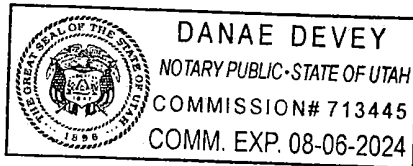
STATE OF UTAH )

: ss.

County of Utah )

On the 11<sup>th</sup> day of January, 2021, personally appeared before me Roman Frazier, who, being duly sworn upon oath did acknowledge and say that ~~he~~she is the Manager of AA Alpine Self Storage – West Valley City, LLC, a Utah limited liability company, that ~~he~~she is duly authorized to sign the within and foregoing instrument on behalf of said limited liability company, and that ~~said~~ limited liability company duly executed the same.

  
NOTARY PUBLIC



**Exhibit A**

**Legal Description and Depiction of the Easement Property**

**Lots 2,3,4,5, & 6 Of Mountain View Business Plaza**

All of Lots 2,3,4,5, & 6 of Mountain View Business Plaza according to the official plat there of as recorded at book 2019 Page 179 in the office of the Salt Lake County Recorder, A subdivision Situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian.

Contains 481,507 Square Feet or 11.054 Acres.

**Parcel 8**

A Parcel of land situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 west, Salt Lake Base & Meridian being more particularly described as follows.

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 00°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 00°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 00°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 00°09'50" West 4.88 feet to the point of beginning.

Contains 15172.95 Square Feet or 0.35 Acres.

**Parcel 14**

A Parcel of land situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 west, Salt Lake Base & Meridian being more particularly described as follows.

Beginning South 89°59'10" West 500.01 feet and North 00°08'47" West 360.30 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 60.00 feet; thence North 00°08'47" West 2.85 feet; thence South 89°58'47" West 93.10 feet; thence North 00°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 00°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 00°08'47" East 63.00 feet to the point of beginning.

Contains 9567.21 Square Feet or 0.22 Acres.

MOUNTAIN VIEW BUSINESS PLAZA BOUNDARY

LOT 1

LOT 3

LOT 2

LOT 4

LOT 5

LOT 6

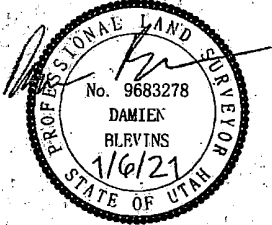
5600 WEST STREET

PARCEL 14

PARCEL 8



GRANGER-HUNTER IMPROVEMENT DISTRICT



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GRANT OF EASEMENT - EXHIBIT E DEPICTION