

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:

Wadsworth dbUrban Heber, LLC
Attn: Brad Watson
166 East 14000 South, Suite 110
Draper, Utah 84020

Tax Parcel No.: 00-0021-5173

(space above for Recorder's use)

GRANT OF PUBLIC UTILITY EASEMENT

WADSWORTH DBURBAN HEBER, LLC, a Utah limited liability company ("**Grantor**"), whose mailing address for purposes of this Grant of Public Utility Easement (the "**Grant**") is c/o Alpha Development Group, 166 East 14000 South, Suite 110, Draper, Utah 84020, hereby DEDICATES a 10-foot-wide, perpetual, non-exclusive, subsurface public utility easement, as legally described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "**Easement Area**"), for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "**PUE Statute**"). This easement is non-exclusive and may be used by all public utilities (collectively, the "**Grantee**") according to the terms of the PUE Statute and as more fully set forth below.

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

Grantee shall 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. Grantee and Grantee's agents, contractors, invitees and licensees ("**Grantee's Agents**") shall enter upon the Easement Area at its/their sole risk and hazard, and Grantee, Grantee'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 Grantee and Grantee's Agents, and its/their successors and assigns. Grantor reserves the right to traverse the Easement Area, and to use the same for any surface improvements not inconsistent with Grantee's permitted use of the Easement Area; provided, however, neither Grantor nor its successors or assigns shall install or construct, or cause to be installed or constructed, any permanent building or structure on the Easement Area. Grantor shall have the right, at Grantor's cost, to connect to any and all public utilities that traverse the Easement Area.

Grantee 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. Grantee shall conduct all construction and maintenance activities to minimize interference with 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.

The easement granted herein is subject to the condition that Grantee 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 Grantee or Grantee's Agents, and/or arising out of, related to or connected with this Grant.

IN WITNESS WHEREOF, Grantor has granted this Grant to be effective as of the 11th day of Nov, 2021.

[Signatures and Acknowledgments Follow]

SIGNATURE AND ACKNOWLEDGEMENT
OF
GRANTOR

GRANTOR:

WADSWORTH DBURBAN HEBER, LLC,
a Utah limited liability company

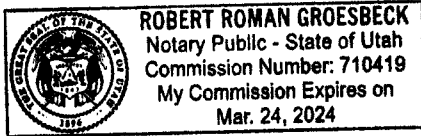
By: Wadsworth Heber, LLC,
a Utah limited liability company
Its: Manager

By: Wadsworth & Sons II, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name: Kip L. Wadsworth
Its: Executive Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 11th day of May, 2021, personally appeared before me Kip L. Wadsworth, Executive Manager of Wadsworth & Sons II, LLC, a Utah limited liability company, Manager of Wadsworth Heber, LLC, a Utah limited liability company, Manager of Wadsworth dbUrban Heber, LLC, a Utah limited liability company, who duly acknowledged to me that said company executed the same.



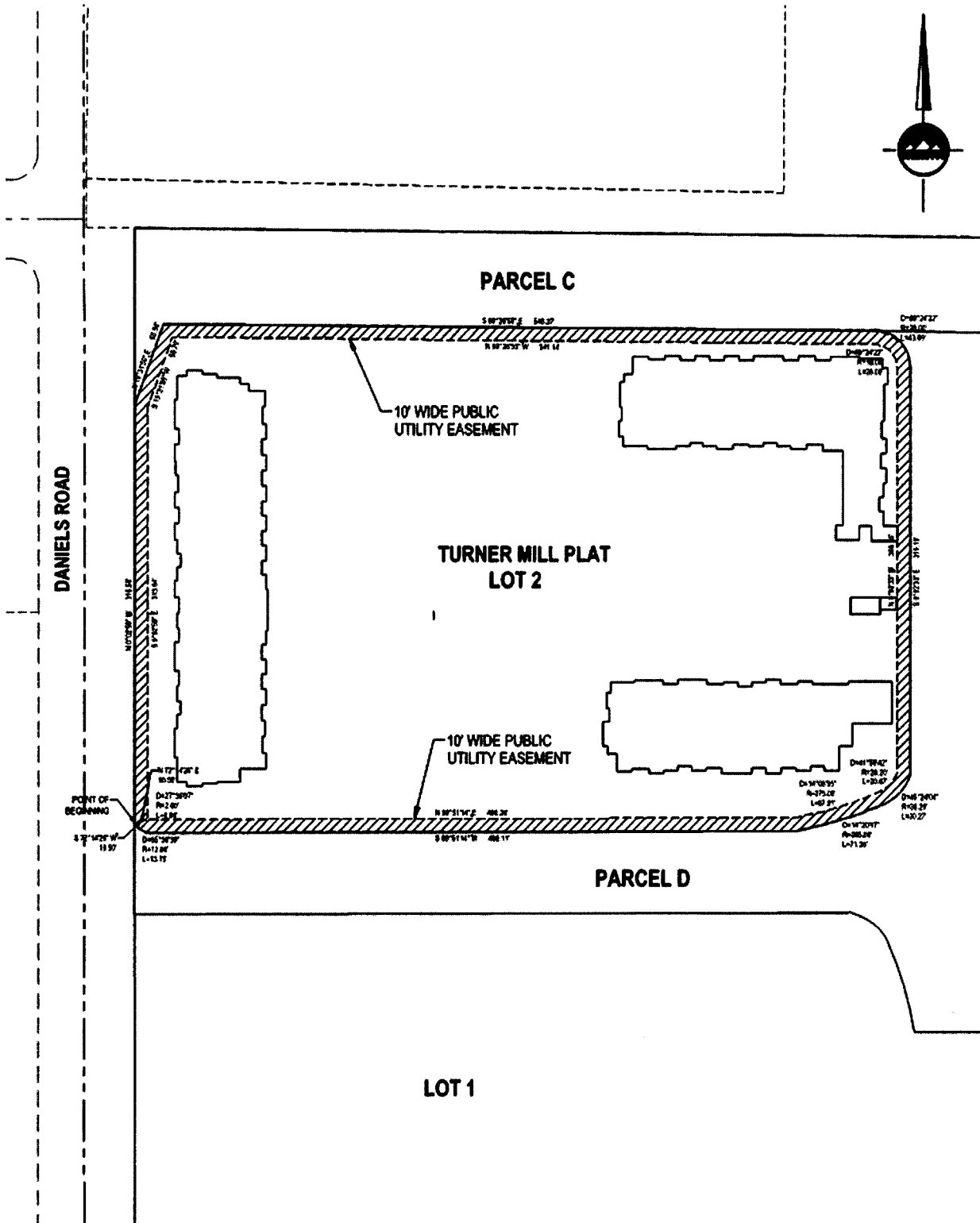
NOTARY PUBLIC


EXHIBIT A**(Legal Description and Depiction of the Easement Area)**

Beginning at a point on the Easterly Right-of-Way Line of Daniels Road, said point being North 00°03'25" West 499.15 feet along the section line and East 38.81 feet from the West Quarter Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; and running

thence North 00°02'59" West 318.56 feet along said Easterly Right-of-Way Line;
 thence North 19°31'50" East 65.56 feet;
 thence South 89°26'55" East 548.27 feet;
 thence Southeasterly 43.69 feet along the arc of a 28.00 foot radius curve to the right (center bears South 00°33'05" West and the chord bears South 44°44'44" East 39.39 feet with a central angle of 89°24'22");
 thence South 00°02'33" East 310.19 feet;
 thence Southwesterly 30.27 feet along the arc of a 38.20 foot radius curve to the right (center bears North 70°45'25" West and the chord bears South 41°56'37" West 29.48 feet with a central angle of 45°24'04");
 thence Southwesterly 71.36 feet along the arc of a 285.00 foot radius curve to the right (center bears North 24°06'12" West and the chord bears South 73°04'12" West 71.18 feet with a central angle of 14°20'47");
 thence South 89°51'14" West 499.11 feet;
 thence Northwesterly 13.75 feet along the arc of a 12.00 foot radius curve to the right (center bears North 00°08'46" West and the chord bears North 57°19'27" West 13.01 feet with a central angle of 65°38'39");
 thence North 72°14'26" East 10.50 feet;
 thence Southeasterly 0.96 feet along the arc of a 2.00 foot radius curve to the left (center bears North 27°27'21" East and the chord bears South 76°20'42" East 0.95 feet with a central angle of 27°36'07");
 thence North 89°51'14" East 498.26 feet;
 thence Northeasterly 67.91 feet along the arc of a 275.00 foot radius curve to the left (center bears North 09°55'49" West and the chord bears North 72°59'43" East 67.74 feet with a central angle of 14°08'55");
 thence Northeasterly 20.67 feet along the arc of a 28.20 foot radius curve to the left (center bears North 25°33'47" West and the chord bears North 43°26'22" East 20.21 feet with a central angle of 41°59'42");
 thence North 00°02'33" West 308.36 feet;
 thence Northwesterly 28.09 feet along the arc of a 18.00 foot radius curve to the left (center bears South 89°57'27" West and the chord bears North 44°44'44" West 25.32 feet with a central angle of 89°24'22");
 thence North 89°26'55" West 541.14 feet;
 thence South 19°31'50" West 56.70 feet;
 thence South 00°02'59" East 313.64 feet;
 thence South 72°14'26" West 10.50 feet to the point of beginning.

Contains 18,683 Square Feet or 0.429 Acres



PROJECT # 9425 DATE 3/17/21 <b style="font-size: 1.5em;">1 OF 1 <small>FILE: 8328AE-P-E_02</small>	SEQUOIA APARTMENTS AT TURNER MILL 1631 S DANIELS ROAD HERBER CITY, UTAH PUBLIC UTILITY EASEMENT ACROSS LOT 2	FOR: TRAQWORTH SUBURBAN LLC 160 E 14000 S DRAPER, UTAH 84020 PHONE: 801.748.4000	45 W. 10000 S, Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensignng.com	 ENSIGN
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