

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, WADSWORTH DBURBAN 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 Exhibit 'A' 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]

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

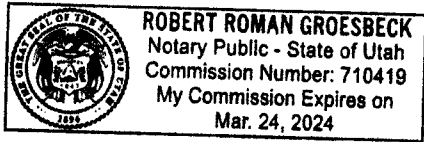


EXHIBIT A

Irrigation Easement

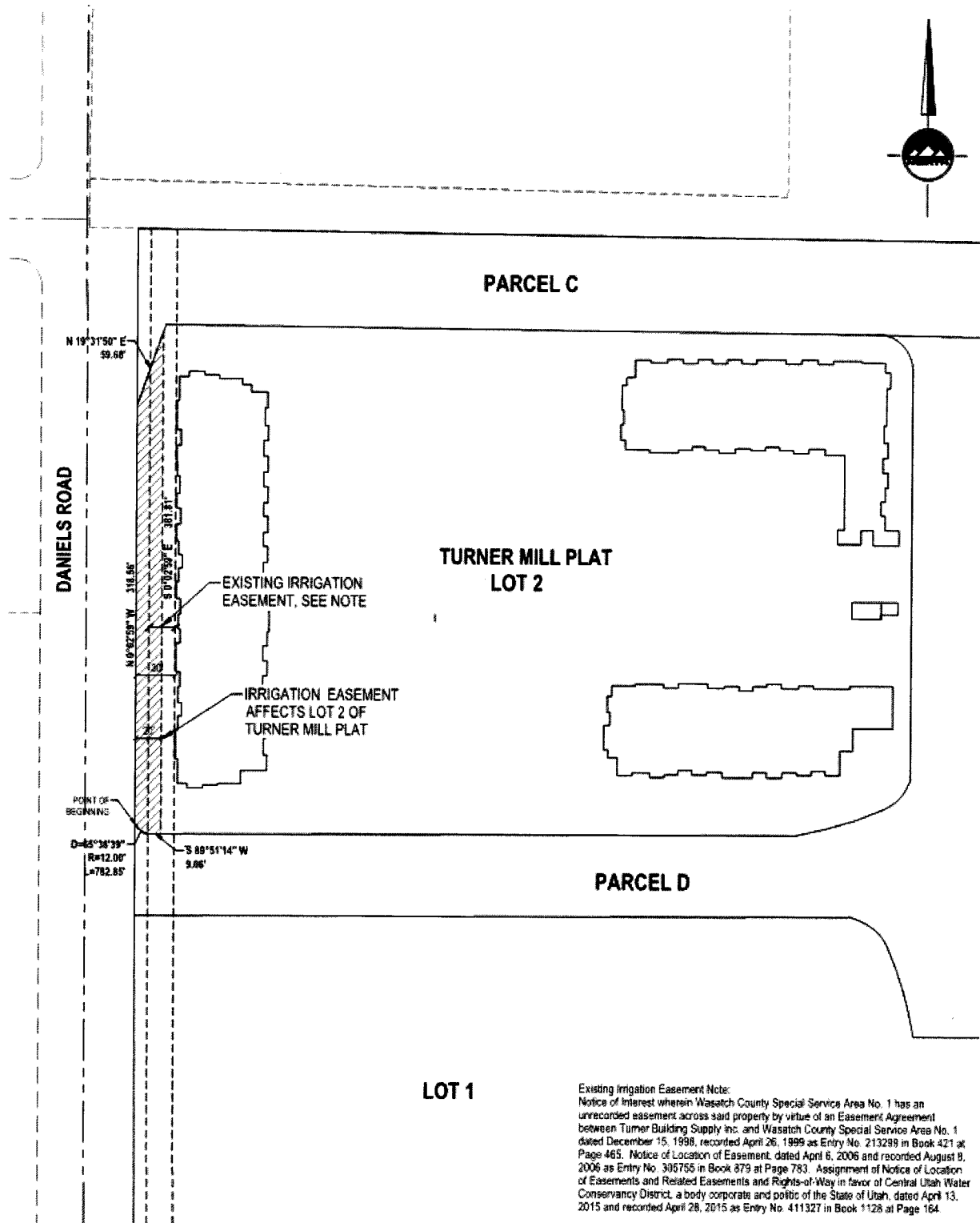
Beginning at a point on the Easterly Right-of-Way Line of Daniels Road, said point being North $00^{\circ}03'25''$ West 499.15 feet along the section line and East 38.81 feet from the West Quarter Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; and running


thence North $00^{\circ}02'59''$ West 318.56 feet along said Easterly Right-of-Way Line;
thence North $19^{\circ}31'50''$ East 59.68 feet;
thence South $00^{\circ}02'59''$ East 381.81 feet;
thence South $89^{\circ}51'14''$ West 9.06 feet;

thence Northwesterly 13.75 feet along the arc of a 12.00 foot radius curve to the right (center bears North $00^{\circ}08'46''$ West and the chord bears North $57^{\circ}19'27''$ West 13.01 feet with a central angle of $65^{\circ}38'39''$) to the point of beginning.

Contains 7,053 Square Feet or 0.162 Acres

EXHIBIT A Continued



PROJECT# 9425 DATE 3/11/21	SEQUOIA APARTMENTS AT TURNER MILL 1631 S DANIELS ROAD HERBER CITY, UTAH IRRIGATION EASEMENTS EXHIBIT	FIRM: WADSWORTH DBURBAN LLC 166 E 14000 S DRAPER, UTAH 84020 PHONE: 301.748.4088	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
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1 OF 1

FILE:
 IRRIGATION EASEMENTS