

WHEN RECORDED RETURN TO:

5730 South 1475 East
Suite 200
Ogden, Utah 84403

10-086-0069

GRANT OF EASEMENT

Fairfield Hansen Properties, LLC, a Utah Limited Liability Company, hereinafter referred to as "Grantor", is the owner of the fee simple interest in and to real property located in Davis County, State of Utah.

WAT DHAMMAGUNARAM of Utah, Inc., a Utah Corporation, hereinafter referred to as "Grantee", is desirous of obtaining a perpetual, non-exclusive easement over and across a portion of the real property owned by the "Grantor", hereinafter the Easement Estate. The real property owned by the "Grantor" which is burdened by the Easement Estate is more particularly described on attached Exhibit "A".

For Ten Dollars, (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, "Grantor" does hereby grant, convey, assign, and deed to Grantee the following:

1. A perpetual and non-exclusive Easement, Seventeen, (17.00), feet in width, on, over, across and underneath the Easement Estate for the purpose of the installation, construction, operation, maintenance and repair of a Sewer Line located within the easement estate.
2. The right to excavate and use the underground portion of the Easement Estate for the delivery and transport of sewage through the lines and equipment installed in the Easement Estate.
3. The right of ingress and egress over and across the Easement Estate to operate, maintain, repair, or replace the equipment and facilities located within the Easement Estate.

This rights of the Grantee as granted in the Easement Estate, stipulated to herein, are subject to and predicated upon the following terms, conditions and stipulations:

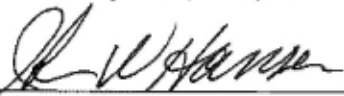
1. The Easement Estate will be used for the purposes stated herein.
2. The Easement Estate will not be blocked in any manner, by either Grantor or Grantee, which would impede or prohibit the use of the Easement Estate as granted herein.
3. Subsequent to the installation of the equipment and facilities in the Easement Estate, the Grantee will restore the landscape to its condition prior to the installation of the equipment and facilities located in the Easement Estate.
4. Any damages to real property caused by the acts of the Grantee will be the obligation of the Grantee to pay.
5. Grantee understands, stipulates and acknowledges that the grant of the Easement Estate is not a Lease with Option to Purchase or an Equitable Interest in and to the real property described on Exhibit "A".

This grant shall inure to the benefit of the Grantor, the Grantee, their successors, transferees, assigns or heirs of the same.

If any term, condition or stipulation made herein, should be in valid or in conflict with the laws of the State of Utah, that term, condition or stipulation shall be removed. All other terms, conditions and stipulations shall survive.

In the event of any default, of any term, condition or stipulation of this grant, by either the Grantor or the Grantee, the offended party shall be entitled to reimbursement of any and all fees, costs or expenses, including but not limited to attorneys, expended in order to perfect this agreement.

Fairfield Hansen Properties, LLC, a Utah Limited Liability Company

By:  5-29-2020
John W. Hansen—Manager Date

State of Utah
County of Weber

On this the 29th day of May 2020, John W. Hansen as Manager of Fairfield Hansen Properties, LLC, a Utah Limited Liability Company, acknowledged to me a Notary Public in the State of Utah, that he executed this document, in the capacity stated and in accordance with the terms and conditions of the operating agreement of the stated limited liability company.


Notary



EXHIBIT "A"
DESCRIPTION OF THE EASEMENT ESTATE

EXHIBIT "A"

A 17 foot wide Sewer Easement, being a part of the Northeast Quarter of Section 21 Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County Utah more particularly described as follows:

Beginning at a point on the North Boundary Line of Aspen East Subdivision #2 said point being 782.03 feet North $89^{\circ}23'40''$ West along the Section line and 416.65 feet South from the Northeast corner of Section 21, thence along the North boundary of said Subdivision North $89^{\circ}23'40''$ West 17.00 feet; thence North $0^{\circ}00'40''$ West 104.01 feet; thence North $33^{\circ}13'19''$ West 31.04; thence South $0^{\circ}00'40''$ East 129.79 feet to the Point of Beginning.