

Recording Requested By:

Ville 9, LLC
9306 South 1300 West
West Jordan, UT 84088

13983739 B: 11355 P: 7785 Total Pages: 6
07/12/2022 10:48 AM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: AARON BARLOW
PO BOX 145480 SALT LAKE CITY, UT 841145480



Above Space for Recorder's Use Only

GRANT OF PERPETUAL NON-EXCLUSIVE UNDERGROUND WATER EASEMENT

Ville 9, LLC (“Grantor”), hereby GRANTS AND CONVEYS to Salt Lake City, a municipal corporation of the State of Utah, and its successors-in-interest and assigns (“Grantee”), for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a non-exclusive perpetual easement and right-of-way, including the right of ingress and egress thereto (“Easement”), to be utilized by Grantee for the purpose of constructing and installing, from time-to-time, and thereafter owning, operating, inspecting, maintaining, repairing, altering, replacing, paralleling, protecting and making and removing connections to underground utilities, including, without limitation, water, pipelines and related equipment and facilities (the “Utility Facilities”), to be situated over, under, across and through the following real property of Grantor (the “Property”), located in Salt Lake County, State of Utah:

SEE EXHIBIT “A” (legal description of perpetual easement)

SEE EXHIBIT “B” (8” x 11” map(s) depicting the easement(s), their vicinity / location, and measurements annotated)

This Easement is granted subject to the following rights, covenants and restrictions:

1. During temporary periods, the Grantee shall have the right to utilize such portion of Grantor’s property situated along and adjacent to the Easement Property as described herein as shall be reasonably necessary in connection with the initial construction and installation of the Utility Facilities.
2. Grantee’s construction and operational activities related to its use of the Easement Property as provided herein shall be performed in compliance with all applicable requirements of other governmental entities having jurisdiction.
3. It is understood and agreed that the Easement set forth herein gives, grants and conveys to Grantee the right of ingress and egress to and upon the Easement Property for the purposes set forth herein.
4. Within a reasonable time following completion of construction of any improvements associated with the Utility Facilities within the Easement Property, subject to suitable weather and/or soil conditions, Grantee, at its expense, shall reasonably restore the surface of the Easement Property or any other property of Grantor disturbed by Grantee during construction, as near as practicable to its pre-construction condition.
5. Grantor reserves the right to use and enjoy the Easement Property subject to this Easement and Grantee’s rights hereunder and so long as Grantor shall not construct any permanent buildings, fences, or other

structures or improvements, or plant any trees or shrubs whose roots would contact Grantee's Utility Facilities, or otherwise do any thing or take any action which would unreasonably obstruct, restrict vehicle access, or interfere in any way with the Grantee's rights to the use of the Easement Property and Grantee's rights of ingress or egress as herein set forth. Grantor shall not change the contour of the ground within the Easement Property without the prior written consent of the Grantee.

6. Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, without notice or compensation to the Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, native growth or foliage, which are now or may hereafter be situated within the Easement Property that may, in the Grantee's sole opinion, endanger, hinder or conflict with its rights hereunder. Grantee shall have no liability for any damage to any improvements made by Grantor to the extent such damage arises out of or in connection with Grantee's use of the Easement Property consistent with its rights hereunder.

7. The Easement and related rights granted hereunder create an equitable servitude on the Easement Property and constitute a covenant running with the land which shall be binding upon Grantor and the Grantee and their respective legal representatives, successors-in-interest and assigns.

8. This Easement, and all rights, covenants and restrictions set forth herein may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Salt Lake County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

9. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

10. Ville 9, LLC, and its successors and assigns reserves the right to construct, maintain, and replace, underground storm drain retention and collection facilities within the easement.

IN WITNESS WHEREOF, said Mr. Keith Warburton has caused this instrument to be executed by its proper officers thereunto duly authorized, this 11 day of July, A.D. 2022.

STATE OF Utah)
COUNTY OF Salt Lake) ss.

Villa 9, LLC
Limited Liability Company

By [Signature]
Name: Keith Warburton

On the date first above written personally appeared before me, Keith Warburton, who, being by me duly sworn, says that he is the Manager of Villa 9, LLC, a Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said Keith Warburton acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Lori Pymm
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION OF WATER LINE EASEMENT

AN EASEMENT SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE FOR 1100 NORTH STREET, SAID POINT BEING NORTH 89°58'50" EAST 12.74 FEET FROM THE NORTHWEST CORNER OF LOT 7, BLOCK 68, KINNEY AND GOURLAY'S IMPROVED CITY PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; SAID POINT ALSO BEING NORTH 89°58'50" EAST 237.68 FEET ALONG THE CENTER LINE OF 1100 NORTH STREET AND SOUTH 28.00 FEET FROM A FOUND MONUMENT IN RING & LID AT THE INTERSECTION OF 1100 NORTH STREET & VICTORIA WAY; AND RUNNING THENCE NORTH 89°58'50" EAST 32.12 FEET ALONG THE SOUTH RIGHT OF WAY LINE FOR 1100 SOUTH STREET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15 SOUTH-BOUND OFF RAMP; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES;

- (1) SOUTH 20°59'09" EAST 156.37 FEET;
- (2) SOUTH 21°21'53" EAST 58.08 FEET TO A POINT OF CURVATURE ON A 1,422.42 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF SAID CURVE BEARS SOUTH 69°09'39" WEST;
- (3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 89.74 FEET, HAVING A CHORD THAT BEARS SOUTH 19°01'54" EAST 89.72 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR 900 WEST STREET;

THENCE SOUTH 0°10'20" EAST 15.25 FEET ALONG SAID 900 WEST STREET EAST RIGHT OF WAY LINE; THENCE SOUTH 89°58'50" WEST 26.74 FEET TO A POINT OF CURVATURE OF A 1,392.42 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF WHICH BEARS SOUTH 73°03'00" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 94.38 FEET HAVING A CHORD BEARING OF NORTH 18°53'30" WEST 94.36 FEET; THENCE NORTH 21°21'53" WEST 54.62 FEET; EAST 2.06 FEET; THENCE NORTH 20.21 FEET; THENCE WEST 3.44 FEET; THENCE NORTH 12.88 FEET; THENCE WEST 11.33 FEET; THENCE NORTH 20°59'09" WEST 7.06 FEET; THENCE NORTH 11.08 FEET; THENCE WEST 4.25 FEET; THENCE NORTH 20°59'09" WEST 117.03 FEET TO THE POINT OF BEGINNING.

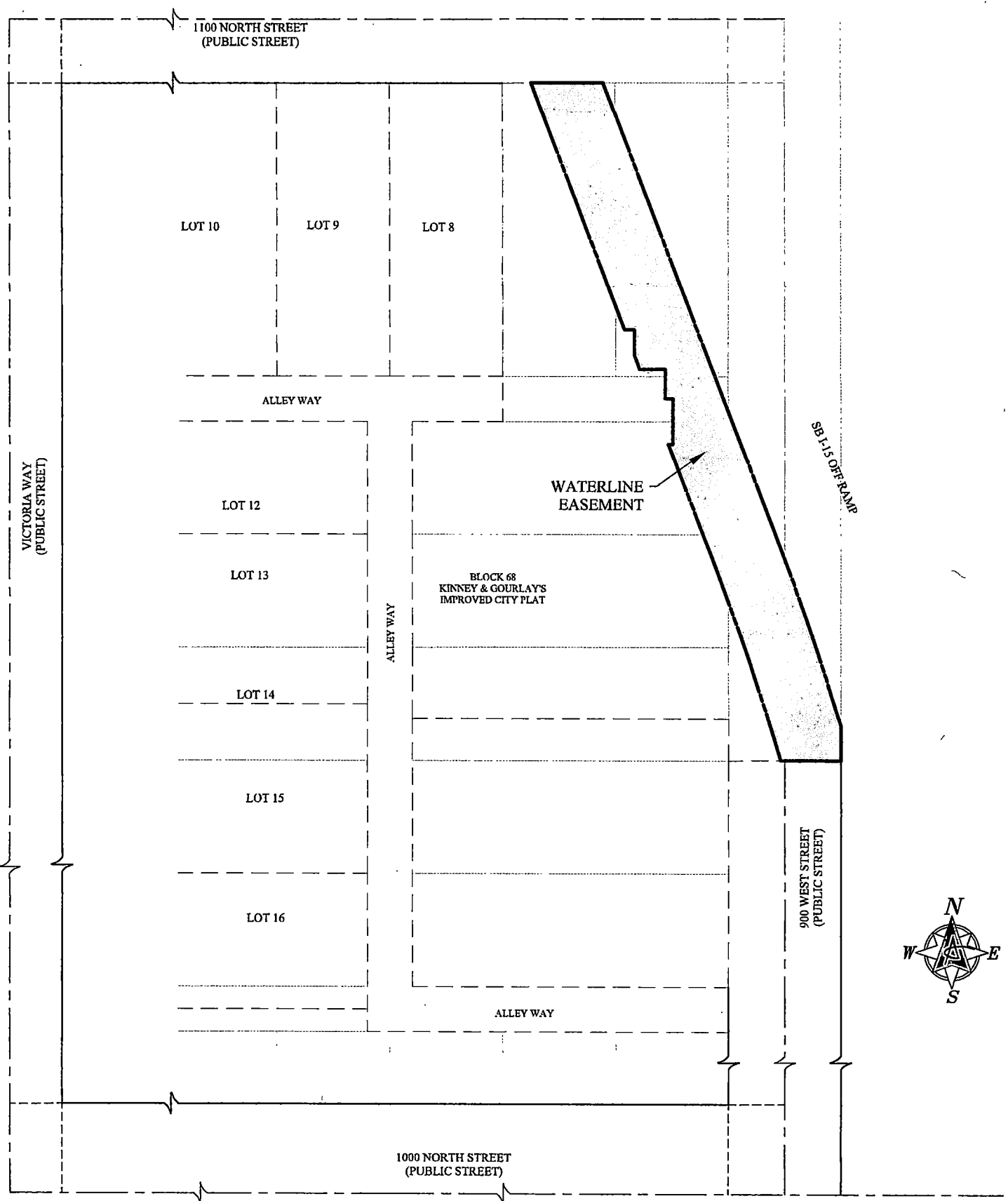
CONTAINS: 9,315 SQUARE FEET OR 0.214 ACRE.

15-02-404-037

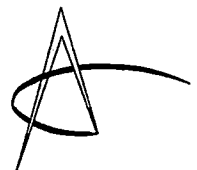
EXHIBIT "B"

8" x 11" MAP(S) DEPICTING THE EASEMENT(S), THEIR VICINITY / LOCATION, AND MEASUREMENTS ANNOTATED

C:\Colson\lms\10251\N 900 W SLC UT\Survey\ACAD\DWG\Exhibit.dwg Jul 01, 2022 - 11:58am



13983739 B: 11355 P: 7790 Page 6 of 6



Ward Engineering Group
 Planning • Engineering • Surveying
 231 West 800 South
 Salt Lake City, Utah 84101
 Phone: (801)487-8040 Fax: (801)487-8668

WATERLINE EASEMENT EXHIBIT
 LOCATED IN THE NORTHEAST QUARTER OF
 SECTION 26, TOWNSHIP 1 NORTH,
 RANGE 1 WEST, SALT LAKE
 BASE AND MERIDIAN

DATE: 7/01/22
 SCALE: NONE
 DRAWN BY: FWH
 SHEET NO.: 1 OF 1