

When Recorded Return To:

Kearns Improvement District  
F. Greg Anderson, P.E., General Manager  
5350 West 5400 South  
P.O. Box 18608  
Kearns, UT 84118

13974307 B: 11350 P: 7179 Total Pages: 6  
06/23/2022 02:05 PM By: asteffensen Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: KEARNS IMPROVEMENT DISTRICT  
5350 W. 5400 S. KEARNS, UT 84118



Tax ID Parcel No. 21-01-101-017  
Tax ID Parcel No. 21-01-101-019  
Tax ID Parcel No. 21-01-101-021

### EASEMENT GRANT

AGREEMENT made this 26 day of May, 2022, by and between **JHC REAL ESTATE, LLC**, a Utah limited liability company, hereinafter referred to as "Grantor," and **KEARNS IMPROVEMENT DISTRICT**, created, organized, and existing under the laws of the State of Utah, having its principal place of business at 5350 West 5400 South, Kearns, County of Salt Lake, State of Utah, hereinafter referred to as the "Grantee."

### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Salt Lake County, State of Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (herein "Grantor's Property"); and

WHEREAS, Grantee requires a permanent easement and right-of-way across a portion of Grantor's Property for the construction, operation, repair, replacement and maintenance of sanitary sewer line(s), and appurtenant structures and facilities; and

WHEREAS, Grantor is willing to grant an easement and right-of-way to Grantee as set out below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, Grantor hereby grants, warrants and conveys to Grantee, its successors and assigns, the following:

- (i) a non-exclusive permanent easement over that portion of Grantor's Property located in Salt Lake County, State of Utah, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Easement"), for the purpose of construction, operation, repair, replacement, and maintenance of one or more underground sanitary sewer line(s) and the necessary accessories and appurtenances used in connection therewith (collectively, the "Sanitary Sewer Improvements"); and

- (ii) a non-exclusive right of way to enter upon Grantor's Property, limited to the improved roadways and parking lots, as the same may exist from time-to-time, to access the Easement (the "Right-of-Way").

Grantor and its successor owners shall not construct or allow others to construct any permanent or temporary buildings or structures (collectively, "Improvements") upon the Easement, whether the same shall have been brought, placed or constructed upon Grantor's Property by Grantor or by Grantor's successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else; provided, however, nothing herein shall be construed as precluding Grantor or its successor owners from improving and using the surface of the Easement area for drive aisles, curbs, gutters, parking lots, landscaping (including bushes and grasses, but excluding trees), sprinkler systems, and similar improvements (the "Permitted Improvements"). Should Improvements, other than Permitted Improvements, be placed upon the Easement in violation of the preceding sentence, such Improvements shall be so placed at the Grantor's or successor owner's sole risk and expense, and such Grantor or owner, and their successors and assigns, as the case may be, shall solely be responsible for the cost and expense of removing and/or relocating the Improvements or any portion thereof from the Easement. In the event removal of Improvements (not including Permitted Improvements) is required for the construction, maintenance, repair, operation and/or replacement of the Sanitary Sewer Improvements located within the Easement, neither Grantor nor a subsequent owner of Grantor's Property nor any other persons shall have any recourse whatsoever against the Grantee in the event any Improvement, or any portion thereof, must be removed and/or relocated and Grantee shall not be responsible for such removal or relocation or be liable for any damage to such Improvement resulting from such construction, maintenance, repair, operation and/or replacement activities.

Notwithstanding the foregoing, after construction of the Sanitary Sewer Improvements and after each instance of maintenance, repair and/or replacement of the same by Grantee, Grantee shall restore Grantor's Property and the Permitted Improvements located upon the Easement or Right-of-Way or otherwise damaged by Grantee to substantially the same condition that existed prior to Grantee's construction, repair, replacement, or maintenance activity.

This grant of the Easement and the Right-of-Way shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

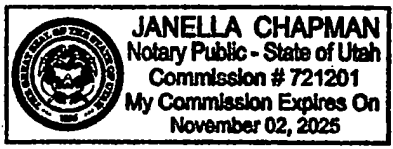
GRANTOR:

JHC REAL ESTATE, LLC, a Utah limited liability company

By: Gregory D. McCardless  
Name: Gregory D. McCardless  
Title: president - CEO

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

On this 19 day of May, 2022 personally appeared before me Gregory McCardless the president of JHC REAL ESTATE, LLC, a Utah limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Janella Chapman  
Notary Public



EXHIBIT "A"

GRANTOR'S PROPERTY

Real property located in Salt Lake County, State of Utah more particularly described as follows:

Parcel 1:

Beginning at the Northwest corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence along the section line North 89°55' East 620.56 feet; thence South 00°05'27" East 75.00 feet; thence South 89°55' West 620.56 feet; thence North 00°05'37" West 75.00 feet to the point of beginning.

Parcel No. 21-01-101-017-0000

Parcel 2:

Beginning at a point which is South 00°05'37" East 75 feet from the Northwest corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°55' East 620.56 feet; thence South 00°5'37" East 100 feet; thence South 89°55' West 620.56 feet; thence North 00°5'37" West 100 feet more or less to the point of beginning.

Parcel No. 21-01-101-019-0000

Parcel 3:

Beginning at a point South 00°05'37" East 175 feet from the Northwest corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°55' East 620.56 feet; thence South 00°05'37" East 312.27 feet; thence South 89°55' West 620.56 feet; thence North 00°05'37" West 312.27 feet to the point of beginning.

Parcel No. 21-01-101-021-0000

EXHIBIT "B"

EASEMENT

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

A 25.00 FOOT WIDE PERMANENT AND PERPETUAL SANITARY SEWER LINE EASEMENT SITUATE UPON COUNTY PARCEL NUMBERS 21-01-101-017, 21-01-101-019 AND 21-01-101-021, SAID EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, TAYLORSVILLE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, THENCE NORTH 89°54'02" EAST 25.00 FEET ALONG THE NORTH LINE OF SECTION 1: THENCE SOUTH 00°05'37" EAST 488.28 FEET TO A POINT ON THE NORTH LINE OF 4170 SOUTH STREET; THENCE SOUTH 89°55'00" WEST 25.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°05'37" 488.27 FEET ALONG THE WEST LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING.

CONTAINS: 12,207 S.F. / 0.28 AC+/-