



W3267521

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:

E# 3267521 PG 1 OF 5
LEANN H KILTS, WEBER CTY. RECORDER
19-DEC-22 145 PM FEE \$40.00 SW
REC FOR: WILSON IRRIGATION COMPANY

Wilson Irrigation Company
1742 West 1900 North
Farr West, UT 84404

Affecting Tax Parcel Nos.: 08-029-0021, 08-029-0071

(space above for Recorder's use)

GRANT OF EASEMENT FOR WATER CONVEYANCE FACILITY

RSET DEVELOPMENT, LLC, a Utah limited liability company, (“Grantor”), for good and valuable consideration, hereby grants and conveys to WILSON IRRIGATION COMPANY, a Utah nonprofit corporation (“Grantee”), a non-exclusive, permanent easement (the “Easement”) on, over and across that certain real property located in West Haven, Weber County, Utah, as more particularly described and depicted on Exhibit A and Exhibit B, respectively, attached hereto and incorporated herein by reference (the “Easement Area”), for reasonable access to and the operation, use, maintenance and repair of an underground Water Conveyance Facility (as defined in Utah Code Ann. § 73-1-15.5(1)(b) (2022)) and appurtenances related thereto; provided, however, this Easement shall only be effective upon the recordation of a subdivision plat for the Property, it being the intent of Grantor that this Easement shall only be recorded after said subdivision plat is recorded.

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.

Grantor acknowledges it will construct the Water Conveyance Facility located within the Easement Area for the benefit of Grantee and shall warrant said construction for a period of two (2) years from the date of completing the same.

Grantee shall take the Easement Area in an “As-Is,” “Where-Is” condition, without warranties of title, either express or implied. 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.

Grantee shall operate and maintain the Water Conveyance Facility and appurtenances related thereto in the Easement Area, and Grantor shall have no responsibility therefor except for the construction warranty referred to herein. Grantee shall conduct all activities in the Easement Area 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; provided, however, the foregoing indemnity obligation shall not apply to matters covered by the construction warranty referred to herein.

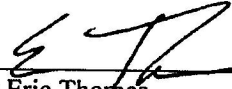
IN WITNESS WHEREOF, Grantor has executed this grant to be effective as of the 11 day of Nov. 2022.

[Signature and Acknowledgment Follow]

**SIGNATURE AND ACKNOWLEDGMENT
TO
GRANT OF EASEMENT FOR WATER CONVEYANCE FACILITY**

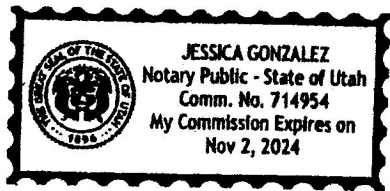
GRANTOR:

RSET DEVELOPMENT, LLC,
a Utah limited liability company

By: 
Name: Eric Thomas
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 14 day of November 2022, personally appeared before me Eric Thomas, Manager of RSET DEVELOPMENT, LLC, a Utah limited liability company, who duly acknowledged to me that said limited liability company executed the same.



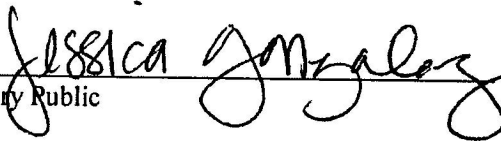

Notary Public

EXHIBIT A

(Legal Description of the Easement Area)

A LEGAL DESCRIPTION FOR 15' IRRIGATION EASEMENT

BEGINNING A POINT NORTH 00°49'35" EAST ALONG THE SECTION LINE 1823.80 FEET AND NORTH 89°13'35" WEST 364.19 FEET FROM THE CENTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°13'35" WEST 1432.80 FEET; THENCE NORTH 00°46'25" EAST 15.00 FEET; THENCE SOUTH 89°13'35" EAST 1432.80 FEET; THENCE SOUTH 00°46'25" WEST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,492 SQ/FT OR 0.49 ACRES

A LEGAL DESCRIPTION FOR 5' IRRIGATION EASEMENT

BEGINNING A POINT NORTH 00°49'35" EAST ALONG THE SECTION LINE 1823.80 FEET AND NORTH 89°13'35" WEST 364.19 FEET FROM THE CENTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°46'25" WEST 5.00 FEET; THENCE NORTH 89°13'35" WEST 1432.80 FEET; THENCE NORTH 00°46'25" EAST 5.00 FEET; THENCE SOUTH 89°13'35" EAST 1432.80 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,164 SQ/FT OR 0.16 ACRES

A LEGAL DESCRIPTION FOR 20' IRRIGATION EASEMENT

BEGINNING A POINT NORTH 00°49'35" EAST ALONG THE SECTION LINE 1818.80 FEET AND NORTH 89°13'35" WEST 1162.79 FEET FROM THE CENTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°44'45" WEST 1347.36 FEET; THENCE NORTH 89°10'33" WEST 681.49 FEET; THENCE SOUTH 00°44'40" WEST 150.20 FEET; THENCE SOUTH 30°45'59" WEST 168.92 FEET; THENCE SOUTH 33°59'41" WEST 171.62 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3600 SOUTH STREET; THENCE NORTH 89°15'20" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 23.92 FEET; THENCE NORTH 33°59'41" EAST 184.18 FEET; THENCE NORTH 30°45'59" EAST 163.00 FEET; THENCE NORTH 00°44'40" EAST 164.87 FEET; THENCE SOUTH 89°10'33" EAST 681.50 FEET; THENCE NORTH 00°44'45" EAST 1327.34 FEET; THENCE SOUTH 89°13'35" EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 50,404.63 SQ/FT OR 1.16 ACRES

EXHIBIT B

(Depiction of the Easement Area)

[Depiction to be Added]