

When Recorded, Mail To:

Marian Storey  
65 East Belmore Drive  
Kaysville, Utah 84037

11-036-0005, 0075  
0079, 0080

E 3179848 B 7326 P 3-14  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/15/2019 09:26 AM  
FEE \$0.00 Pgs: 12  
DEP RT REC'D FOR KAYSVILLE CITY

Tax Parcel No.: -110360073-

(Space above for Recorder's use only)

**PUBLIC UTILITY AND WATER LINE EASEMENT**

THIS PUBLIC UTILITY AND WATER LINE EASEMENT (this "**Instrument**") is entered into this \_\_\_ day of December, 2018, by and among Marian H. Storey as trustee of the Storey Trust dated March 24<sup>th</sup>, 2000, a Revocable Living Trust ("**Grantor**"), COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah limited liability company, and its successors and assigns ("**Compass**"), CAPITAL REEF MANAGEMENT, LLC, a Utah limited liability company, and its successors and assigns ("**Capital Reef**" and KAYSVILLE CITY, a Utah municipality ("**City**;" **Compass**, **Capital Reef** and the **City** shall be collectively referred to as "**Grantee**").

**RECITALS**

A. Grantor currently owns that certain real property located in Kaysville, Utah, with a Tax Parcel No. 110360073 ("**Grantor's Property**").

B. Grantee desires to obtain a non-exclusive public utility and water line easement (the "**Easement**") on, over, under and across portions of Grantor's Property (the "**Easement Area**") for the purposes more particularly described below, and Grantor is willing to grant the Easement to Grantee for the purposes more particularly described herein, subject to the terms and conditions set forth herein. The Easement Area is generally depicted on Exhibit A which also includes the electrical and waterline improvements and engineered drawings, and more particularly described on Exhibit B, both attached hereto and incorporated herein by this reference. Should there be any discrepancy between the legal description and the depiction, the legal description shall control.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive public utility and water line easement in, on, over, and across the Easement Area (a) as to Compass and Capital Reef, for the purposes of the designing, installing, and constructing electrical line and a water line and associated improvements, and (b) as to the City, for the purposes of repairing, and otherwise replacing an electrical line and a water line and associated improvements, each under and through the Easement Area for the delivery of power and secondary and culinary water (secondary water will only be installed in the Easement Area if Compass and Capital Reef are unable to obtain water from Mutton Hollow Water Improvement District) to Grantor's Property

(the "**Improvements**"). Each of Compass and Capital Reef acknowledges and agrees that the Improvements set forth in Section 1(a) shall be completed substantially in accordance with the specifications set forth on Exhibit A within two years from the date of this Instrument or the Easement granted shall terminate. In connection with the construction of the Improvements, Compass and Capital Reef shall make available to Grantor two service connections to the water line and, if necessary to maintain Grantor's use of the irrigation structures currently servicing Grantor's Property in the Easement Area, either by moving or replacing such irrigation structures.

2. **Access.** Grantee and its agents, servants, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the relevant portions of Grantor's Property for the purposes permitted by this Instrument. Grantee will enter upon the relevant portions of Grantor's Property at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the relevant portions of the Grantor's Property and the entry thereon by Grantee and Grantee's Agents.

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to require the relocation of the Improvements at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and such relocation terminates the use of the easement in its prior location.

4. **Construction of Improvements; Maintenance and Restoration.** Grantee will promptly repair any damage to Grantor's Property and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and will restore Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents.

5. **Condition of Grantor's Property/Release.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects. The Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. **No Paybacks.** Neither Compass nor Capital Reef will request a payback agreement from Kaysville City for the infrastructure costs it expends related to the development of the approximately 37.5 acres in Kaysville City, Utah more commonly known as 1402 North Highway 89, Kaysville, Utah.

7. **Miscellaneous.** This Instrument shall run with the land. This Instrument constitutes and represents the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between the parties are incorporated herein or superseded in their entirety by this Instrument. Grantee's right to use the Easement Area shall be subject to the aforementioned conditions, which upon the recordation of this Instrument or use of the Easement granted herein shall be deemed to have been agreed and accepted by Grantee. No term or provision of this Instrument or the Exhibits attached hereto is intended to be, nor shall any such term or provision be construed to be, for the

benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder. Upon completion the Improvements and acceptance thereof by City, Compass' and Capital Reef's rights and obligations under this Instrument shall automatically terminate.

*[signatures and acknowledgement commence on the next page]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Instrument on the day and year first above written.

GRANTOR:

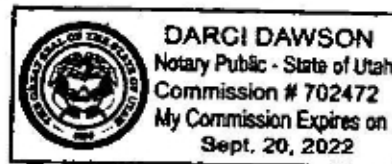
By: Marian H. Storey  
MARIAN H. STOREY, trustee

STATE OF Utah )  
COUNTY OF Davis ) :SS

On this 31 day of December 2018, personally appeared before me MARIAN H. STOREY, as trustee of the Storey Trust, dated March 24, 2000, who acknowledged before me that he/she signed the foregoing instrument as trustees for said trust.

Dawn Dawson  
Notary Public

*[signatures and acknowledgements follow]*



GRANTEE:

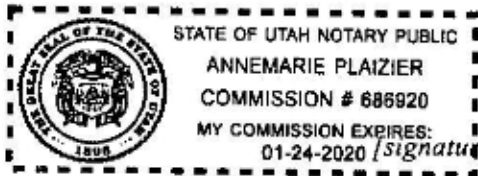
COMPASS HOLDINGS DEVELOPMENT, LLC,  
a Utah limited liability company

By: Matthew J. Yeates  
Name: Matthew J. Yeates  
Its: Member

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF DAVIS )

On this 4 day of ~~December~~ <sup>January</sup> 2019, personally appeared before me Matthew J. Yeates  
the Member of COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah  
limited liability company, known or satisfactorily proved to me to be the individual identified  
herein, who acknowledged to me that he/she signed the foregoing instrument.

WITNESS my hand and official seal.



Annemarie Plaizier  
Notary Public

*[Signatures and acknowledgements follow]*

GRANTEE:

CAPITAL REEF MANAGEMENT, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Brad Frost  
Its: Managing Member

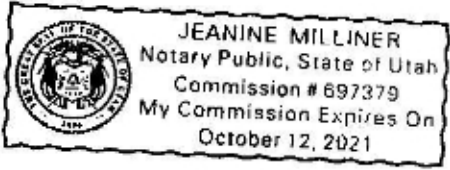
STATE OF UTAH            )  
  :SS  
COUNTY OF Davis )

On this 8 day of ~~December~~ January, 2019, personally appeared before me Brad Frost  
the managing member of CAPITAL REEF MANAGEMENT, LLC, a Utah limited  
liability company, known or satisfactorily proved to me to be the individual identified herein, who  
acknowledged to me that he/she signed the foregoing instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

[signatures and acknowledgements follow]



GRANTEE:

KAYSVILLE CITY,  
a Utah municipality,

By: Katie Witt  
Name (Print): KATIE WITT  
Its: Authorized Agent



Witness:

Marlene Smith  
City Recorder

STATE OF UTAH )  
COUNTY OF Davis ) :ss

On this 24<sup>th</sup> day of June, 2019, personally appeared before me Katie Witt, personally known to me to be the Mayor of KAYSVILLE CITY, a Utah municipality, who acknowledged before me that he/she signed the foregoing instrument as Mayor for said municipality and that said municipality executed the same.



Rebecca King Argyle  
Notary Public

**EXHIBIT A**

(Depiction of Easement Area and work)

Compass and Capital Reef acknowledge and agree that the work in the Easement will be completed as follows:

- (1) Electrical line will be buried;
- (2) Electrical / junction box will be provided;
- (3) Worker access will come from the north boundary of the Property and limit use of existing roadway to minimize impact on use of road;
- (4) 1" waterline on the south of Property that needs to remain in place or connected to new waterline;
- (5) Irrigation ditch on south of Property will be maintained or piped;
- (6) Grade and fill of Easement area after work is complete to restore area as provided in Section 4 of the Instrument; and
- (7) "As built" drawings will be provided to Grantor after completion of the work.



**EXHIBIT B**

(Legal Description of Easement Area)

KRR

11-036-0005, 0075

December 17, 2018

L-2343-A

**Sewer Line Easement over Future UDOT Property in Favor of Storey Property**

Beginning at a point on the east line of U.S. Highway 89 (Mountain Road,) said point being South 89°50'45" East 258.77 feet along the section line to the east line of U.S. Highway 89 (Mountain Road,) and South 0°35'45" East 435.01 feet along the east line of U.S. Highway 89 (Mountain Road,) from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 89°50'15" East 60.00 feet;

Thence South 0°35'45" East 472.00 feet;

Thence South 89°50'15" West 60.00 feet to the east line of U.S. Highway 89 (Mountain Road);

Thence North 0°35'45" West 472.00 feet along the east line of U.S. Highway 89 (Mountain Road,) to the point of beginning.

Contains 28,319 square feet, 0.650 acres.

**EXHIBIT B**

(Legal Description of Easement Area)

MBH  
November 30, 2018  
L-2343-A

11-36-0079, 0080

**55' Offsite Public Utilities Easement**

A public utilities easement, 55.00-foot wide, located in the Northwest Quarter of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Kaysville, Davis County, Utah, more particularly described as follows:

Beginning at a point South 89°50'45" East 978.04 feet along the Section Line and South 929.80 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence South 89°50'45" East 55.00 feet;

thence Southerly 82.92 feet along the arc of a 172.50-foot radius non-tangent curve to the left (center bears South 89°50'45" East and the long chord bears South 13°37'02" East 82.13 feet with a central angle of 27°32'35");

thence Southerly 133.40 feet along the arc of a 277.50-foot radius curve to the right (center bears South 62°36'40" West and the long chord bears South 13°37'02" East 132.12 feet with a central angle of 27°32'35");

thence South 00°09'15" West 125.94 feet;

thence North 89°36'29" East 263.50 feet;

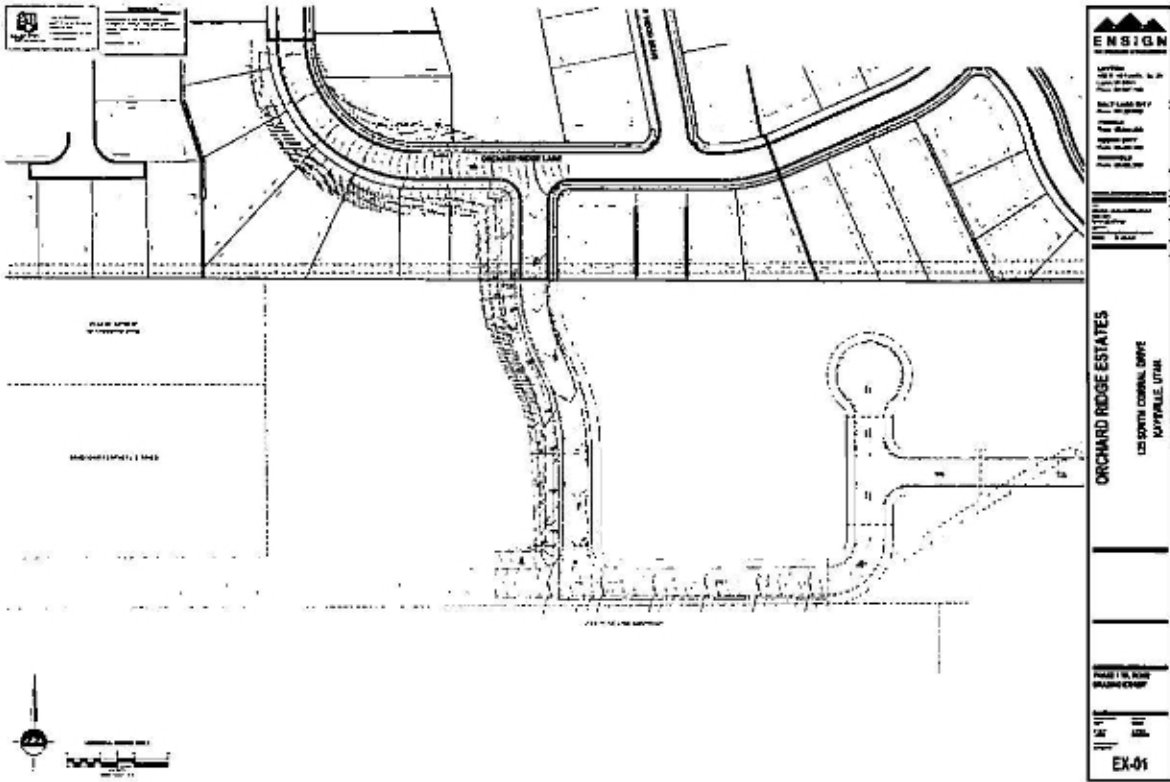
thence South 55.00 feet;

thence South 89°36'29" West 318.65 feet;

thence North 00°09'15" East 181.47 feet;

thence Northerly 106.96 feet along the arc of a 222.50-foot radius tangent curve to the left (center bears North 89°50'45" West and the long chord bears North 13°37'02" West 105.93 feet with a central angle of 27°32'35");

thence Northerly 109.36 feet along the arc of a 227.50-foot radius curve to the right (center bears North 62°36'40" East and the long chord bears North 13°37'02" West 108.31 feet with a central angle of 27°32'35") to the point of beginning.





**ENSIGN**  
The Home Building Group

LAYTON, UT  
125 SOUTH CORRAL DRIVE  
KAYSVILLE, UT 84037  
Phone 801.347.1100  
Fax 801.347.1100

REAL ESTATE OFFICE  
125 SOUTH CORRAL DRIVE  
KAYSVILLE, UT 84037  
Phone 801.347.1100  
Fax 801.347.1100

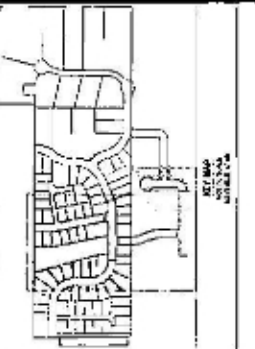
CEDEAR CITY  
1095 4150 S. 1670 E.  
NICHOLS BLVD  
Phone 435.636.4623

UTAH STATE BOARD OF REALTORS  
100 SOUTH MAIN STREET, SUITE 100  
SALT LAKE CITY, UT 84143  
Phone 801.462.0800  
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Fax 801.462.0800

**ORCHARD RIDGE ESTATES**  
BK 7326 PG 14  
125 SOUTH CORRAL DRIVE  
KAYSVILLE, UTAH  
3179848

EASEMENT EXHIBIT  
1 OF 1

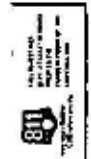
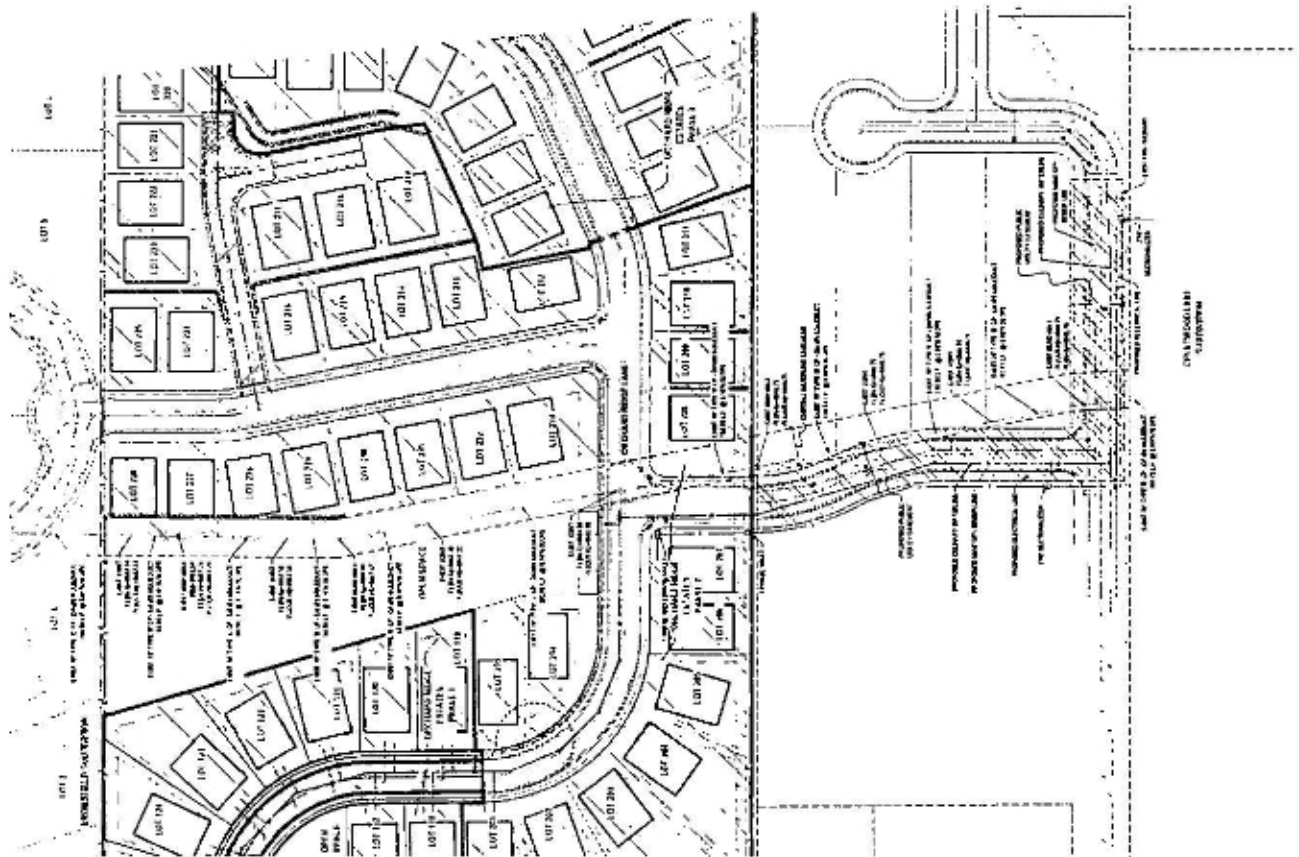
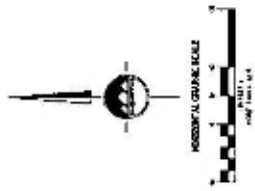


**Proposed 20' Easement, Subdivision Easement**

A 20' wide easement, 15.00' wide easement on the north side of the 15' wide easement, 15' wide easement on the east side of the 15' wide easement, 15' wide easement on the south side of the 15' wide easement, and 15' wide easement on the west side of the 15' wide easement, shall be established and maintained as a utility easement for the use of the utility companies, including but not limited to the utility companies, to install, maintain, and repair utility lines, including but not limited to electric, gas, water, and sewer lines, and to install, maintain, and repair any other utility lines that may be required for the utility companies to provide utility service to the property.

The easement shall be subject to the following conditions:

- The easement shall not be used for any other purpose other than the use of utility lines.
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**ENSIGN**  
Home Building Group