

WHEN RECORDED, RETURN TO:

Mountain Regional Water Special Service District
P.O. Box 982320
Park City, Utah 84098

01068499 B: 2407 P: 1625

Page 1 of 5

Mary Ann Trussell, Summit County Utah Recorder
05/02/2017 09:41:39 AM Fee \$0.00
By Mountain Regional Water SSD
Electronically Recorded

RECORDING FEES EXEMPT AS PER SECTION 63J-1-505

When recorded return to:

General Manager

P.O. Box 982320

6421 N. Business Loop Rd., #A

Park City, Utah 84098

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

SCOTT E. AND VICKI M. PEPPLER,

Hereinafter referred to as GRANTOR, by

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, a Utah Special Service District

Hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR, described as follows:

A perpetual easement twenty-five (25) feet in width by twenty-five (25) feet in length.

Legal Description

A parcel of land lying within LOT 191 OF THE LAKE ROCKPORT ESTATES UNIT 3 SUBDIVISION LOTS 189, 191 & OPEN SPACE AMENDED PLAT, on file and of record in the Office of the Summit County Recorder, also being within the Southeast Quarter of Section 6, Township 1 South, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows;

Beginning at a point a point which lies North 85°35'37" West, a distance of 20.0 feet from a point on the easterly boundary of said Lot 191, said point being the common corner to said Lot 191 and the westerly corner of Lot 182 and 184; thence leaving said point of beginning South 04°24'23" West a distance of 20.00 feet; thence North 85°35'37" West a distance of 20.00 feet; thence North 04°24'23" East a distance of 20.00 feet; thence South 85°35'37" East a distance of 20.00 feet to said point of beginning.

Containing 400 square feet, or 0.01 acres, more or less.

(Tax Parcel No. LR-3-191-AM)

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easement as follows:

A perpetual easement with the right to install, inspect, maintain, operate, repair, protect, remove and replace a SCADA antenna (including gravel, concrete or asphalt), wires, cables, conductors, conduits, and other associated structures, poles, pads, meters and appurtenances (herein collectively called "Facilities") over, across, under and through the easement.

So long as such Facilities shall be maintained, with the right of ingress and egress to and from said easement for the purposes described in this perpetual easement. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the Facilities.

GRANTEE as a condition of the granting of the easements shall pay damages, restore or replace in kind, at the

GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the Facilities.

GRANTEE shall be permitted to connect its SCADA antenna to an electrical power source on GRANTOR's property.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said easement, nor change the contour thereof without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF the GRANTOR has executed this instrument this 20th day of April, 2017.

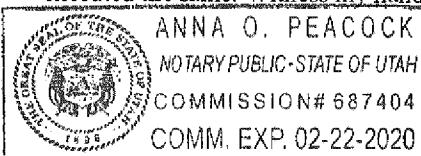
Scott E. Peppler

Scott E. Peppler

Vicki M. Peppler

STATE OF UTAH)
:SS.
COUNTY OF SUMMIT)

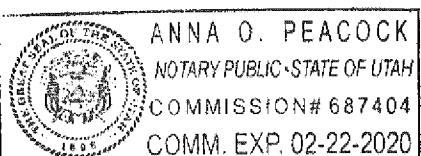
On this 20 day of April, in the year 2017, before me, personally appeared Scott E. Peppler, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, acknowledged he executed the same. Witness my hand and official seal.



Anna O. Peacock

STATE OF UTAH)
:SS.
COUNTY OF SUMMIT)

On this 20 day of April, in the year 2017, before me, personally appeared Vicki M. Peppler, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, acknowledged he executed the same. Witness my hand and official seal.



Anna O. Peacock

EXHIBIT A

LEGAL DESCRIPTION

ACCESS EASEMENT LEGAL DESCRIPTION

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Containing 400 square feet, or 0.01 acres, more or less.

EXHIBIT B

