After Recording Return To:

<u>Diamond J Management</u> <u>2433 S Adams Ave. #102</u> Ogden, UT 84401 01106933 B: 2498 P: 1461

Page 1 of 3

Rhonda Francis Summit County Recorder 03/01/2019 04:48:49 PM Fee \$14.00 By Cottonwood Title Insurance Agency, Inc.

**Electronically Recorded** 

Parcel NS-404

(Space above for recorders use only)

## **EASEMENT**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cedar Mountain Ranch, a Utah Corporation, Grantor hereby grants, conveys, sells, and sets over unto DJM 6 (Coalville Land), LLC., a Utah Limited Liability company, as Grantee, its successors and assigns, a perpetual right-of-way and easement for the operation, maintenance, repair, alteration and replacement of a water line, on, over, under, and across real property located in Utah County, State of Utah, described as follows:

## WATER LINE EASEMENT

**Easement Description** 

A centerline description of an easement being 10 feet in width of a portion of land located in the Northeast Quarter of Section 11, Township 2 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 89°43'06" East between the North 1/4 Corner and the Northeast Corner of said Section 11, described as follows:

the Northeast Corner of said Section 11, described as follows:
Beginning at a point South 0°39'26" East 587.55 feet from the North 1/4 Corner of Section 11,
Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence East 3.87 feet
to a fence corner; thence North 67°59'12" East 44.88 feet; thence South 79°10'32" East 48.33 feet;
thence South 62°48'17" East 44.04 feet; thence South 57°22'19" East 45.72 feet; thence
South 76°01'09" East 138.08 feet; thence North 83°40'35" East 101.70 feet; thence
South 85°57'37" East 105.21 feet; thence South 76°50'48" East 473.62 feet; thence
South 71°25'43" East 167.87 feet to the westerly line of parcel NS-404-D to the point of beginning.

Parcel No. NS-404

The easement Herein granted is not exclusive to the Grantee. Grantor reserves the right to install, operate, maintain and replace a waterline within the easement boundaries for Grantors use. To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind within the boundaries of said perpetual easement.

Witness, the hand of said Grantor, this 1st day of March, 2019.

ACCOMMODATION RECORDING ONLY. COTTONWOOD TITLE INSURANCE AGENCY, INC. MAKES NO REPRESENTATION AS TO CONDITION OF TITLE, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCY OR EFFECTS OF DOCUMENT.

Cedar Mountain Ranch

Grant Macfarlane, President

State of UTAH

:ss

County of SALT LAKE)

On the 1st day of March, 2019, personally appeared before me, **Grant Macfarlane**, President of Cedar Mountain Ranch, who being duly sworn, has been authorized and executed the foregoing

instrument for the purposes therein contained.

Notary Public

MICHAEL PAUL CHABRIES NOTARY PUBLIC - STATE OF UTAH COMMISSION# 684911 COMM. EXP. 08-27-2019

