

**ENTRY NO. 01111663**

05/29/2019 02:21:51 PM B: 2510 P: 1391

Easements PAGE 1/7

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SUMMIT COUNTY ATTORNEY



Recording Requested By:

**MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT**

6421 N. Business Park Loop Rd., Suite A

Park City, Utah 84098

Above Space for Recorder's Use Only

## **GRANT OF EASEMENT**

Red Pine Community Association, a Utah non-profit corporation ("*Grantor*"), hereby GRANTS AND CONVEYS to **Mountain Regional Water Special Service District**, a body politic of the State of Utah, and its successors-in-interest and assigns ("*Grantee*"), for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a non-exclusive perpetual easement and right-of-way, and temporary construction easement, together with the right of access thereto including ingress and egress (the "*Easement*"), to be utilized by Grantee for the purpose of owning, operating, inspecting, maintaining, repairing, altering, replacing, protecting and making and removing connections to underground water pipelines and related equipment and facilities (the "*Water Line Facilities*"). The Easement shall be situated over, under, across and through the following real property of Grantor (the "*Easement Property*"), located in Summit County, State of Utah, more particularly described as follows:

### **SEE EXHIBIT "A"**

attached hereto and incorporated herein by reference.

This Easement is granted subject to the following rights, covenants and restrictions:

1. **Temporary Construction Easement.** During the period that the Water Line Facilities authorized hereunder are under construction, the Grantee shall have the right to utilize such portion of Grantor's property situated along and adjacent to the Easement Property as described herein as shall be reasonably necessary in connection with the initial construction and installation of the Water Line Facilities. Grantee's construction and operational activities related to its use of the Easement Property as provided herein shall be performed in compliance with all applicable requirements of other governmental entities having jurisdiction.

2. **Access to Easement Property.** It is understood and agreed that the Easement set forth herein gives, grants and conveys to Grantee the right of access, including ingress and egress, to and upon the Easement Property for the purposes set forth herein.

3. **Reasonable Ground Restoration.** Within a reasonable time following completion of construction of any improvements associated with the Water Line Facilities within the Easement Property, subject to suitable weather and/or soil conditions, Grantee, at its expense, shall reasonably restore the surface of the Easement Property or any other property of Grantor disturbed by Grantee during construction, as near as practicable to its pre-construction condition, including, without limitation, landscaping, asphalt, concrete sidewalks and stairs and installed irrigation system components.

4. Grantor's Continued Use of the Property. Grantor reserves the right to use and enjoy the Easement Property subject to this Easement and Grantee's rights hereunder, and so long as Grantor shall not construct any permanent buildings or other structures or improvements, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Easement Property and Grantee's rights of access thereto as herein set forth. Grantor shall not change the contour of the ground within the Easement Property without the prior written consent of the Grantee.

5. Relocation of Easement Property. Grantor may, at its sole cost and expense, move the portion of the Easement Property located on the Grantor's property to another location on Grantor's property, provided that: (i) such Grantor constructs and installs waterline improvements to replace the Water Line Facilities on the Easement Property, consistent with Grantee's Rules and Regulations; (ii) such Grantor conveys an easement to Grantee for the relocated easement; and (iii) the easement, as relocated, still connects with the Water Line Facilities on adjacent parcels of real property and does not result in increases maintenance and operation costs to the Grantee.

6. Right to Remove Obstructions. Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, with prior notice to the Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, native growth or foliage, which are now or may hereafter be situated within the Easement Property that may, in the Grantee's opinion, endanger, hinder or conflict with its rights hereunder. Grantee shall have no liability for any damage to any improvements made by Grantor to the extent such damage arises out of or in connection with Grantee's use of the Easement Property consistent with its rights hereunder.

7. No Representations or Warranties. Grantee is acquiring the Easement as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PUPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Grantor makes no representations or warranties regarding the environmental condition of the Easement Property or the Easement.

8. Covenant Running with the Land. The Easement and related rights granted hereunder create an equitable servitude on the Easement Property and constitute a covenant running with the land which shall be binding upon Grantor and the Grantee and their respective legal representatives, successors-in-interest and assigns.

9. Amendment. This Easement, and all rights, covenants and restrictions set forth herein may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Summit County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

10. Warranty of Authority. The individual executing this Agreement on behalf of Grantor hereby warrants that he has the requisite authority to execute this Agreement on behalf of the Grantor and that the Grantor has agreed to be and is bound hereby.

11. Acknowledgement of Agreement by Grantee. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

**WITNESS** the hand of Grantor this 9<sup>th</sup> day of July, 2018.

SIGNATURE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE

GRANTOR:

RED PINE COMMUNITY ASSOCIATION

By: Terrance Lange  
Name: TERRANCE LANGE  
Its: PRESIDENT

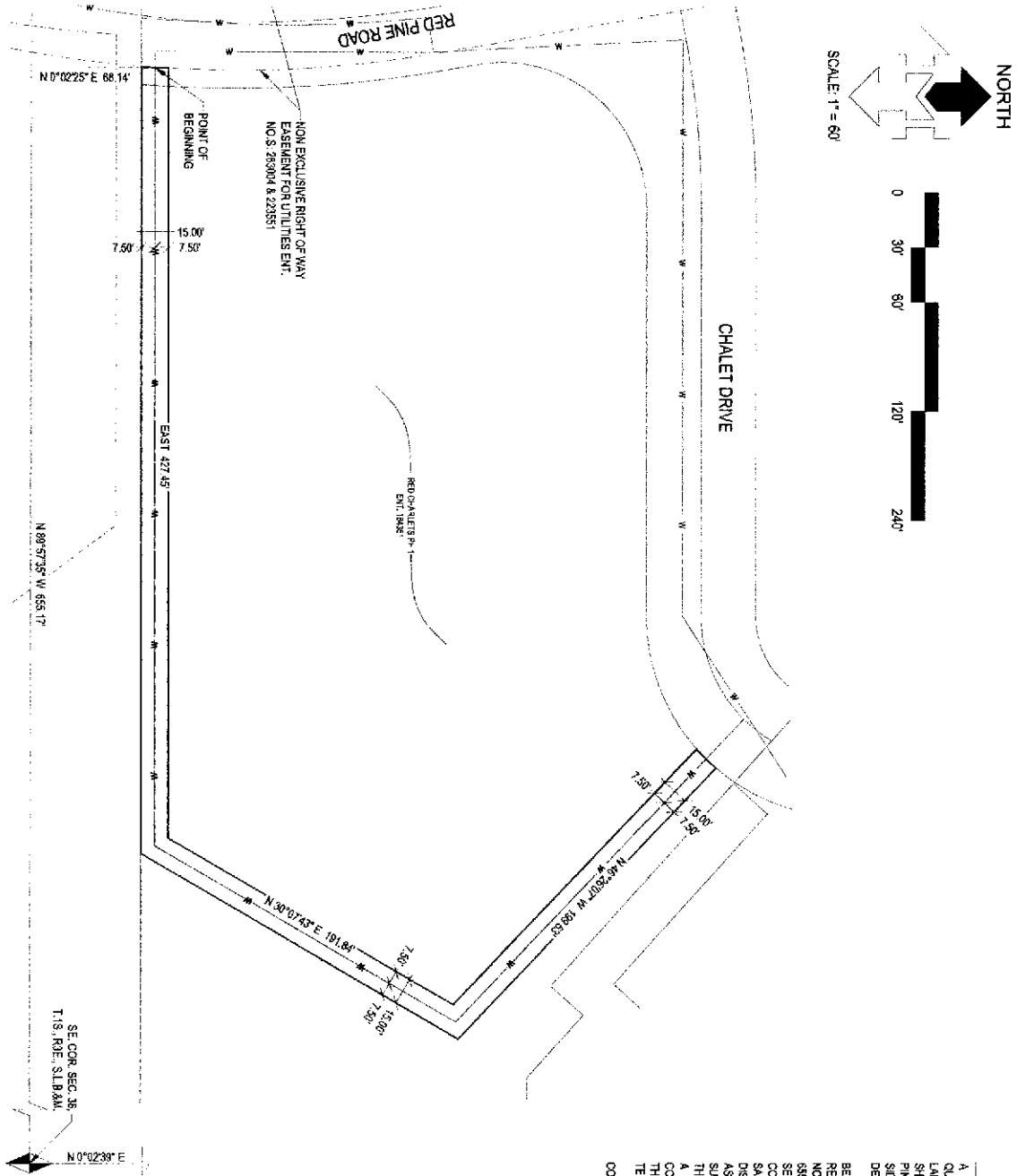
Minnesota  
STATE OF ~~UTAH~~ )  
Ramsey: ss.  
County of ~~Summit~~ )

On this 9th day of July, 2018, personally appeared before me Terrance Lange,  
signer of the above instrument, who duly acknowledged to me that he executed the same for and in  
behalf Red Pine HOA, and that said person duly executed the same.



[Signature]  
NOTARY PUBLIC

**EXHIBIT "A"**  
**Legal Description of Easement Property**



### EASEMENT DESCRIPTION

A 15.00 FOOT WIDE STRIP OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THE SIDELINES OF WHICH ARE TO BE SHORTED OR EXTENDED TO BEGIN ON THE EASTERLY LINE OF RED PINE ROAD AND END ON THE SOUTHERLY LINE OF CHALET DRIVE, SAID SIDELINES ARE PARALLEL, AND CONCENTRIC WITH THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT OF INTERSECTION WITH THE EASTERLY LINE OF RED PINES ROAD AND AN EXISTING WATERLINE, SAID POINT BEING NORTH 89°57'35" WEST, ALONG THE SECTION LINE, A DISTANCE OF 686.17 FEET AND NORTH 0°02'23" EAST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 68.14 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 36, AND RUNNING THENCE EAST, ALONG SAID WATERLINE AND PARALLEL WITH AND 7.5' PERPENDICULARLY DISTANT THE SOUTHERLY LINE OF RED PINES CHALET'S PHASE 1, RECORDED AS ENTRY NO. 184361, OF OFFICIAL RECORDS ON FILE WITH THE SUMMIT COUNTY RECORDERS' OFFICE, A DISTANCE OF 427.45 FEET; THENCE NORTH 30°07'43" EAST, CONTINUING ALONG SAID WATERLINE, A DISTANCE OF 181.84 FEET; THENCE NORTH 49°26'07" WEST, CONTINUING ALONG SAID WATERLINE, A DISTANCE OF 189.83 FEET; TO THE SOUTHERLY LINE OF AFORESAID CHALET DRIVE AND A POINT OF TERMINATION FOR THIS DESCRIPTION.

CONTAINS: 12,285 SQ. FT.

### LEGEND

- PROPOSED EASEMENT LINE
- SUBDIVISION R/W LINE
- LOT LINE
- APPROX. LOCATION OF EXISTING WATERLINE
- EXISTING EASEMENT LINES

### COMMUNITY WATER EASEMENT EXHIBIT

RED PINES CHALET'S PH 1

SE. 1/4, SEC. 36, T.1S., R.3E., S.L.B.&M.

**McNEIL ENGINEERING**  
 Geomatics and Surveying Division, Professional Surveyors and Planners  
 6010 South Sandy Parkway, Suite 100 Sandy, Utah 84070 (801) 263-7500

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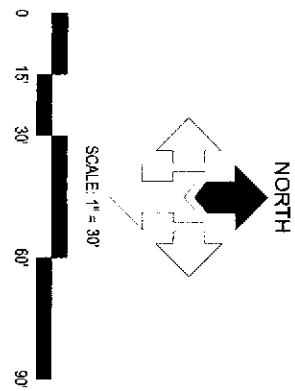
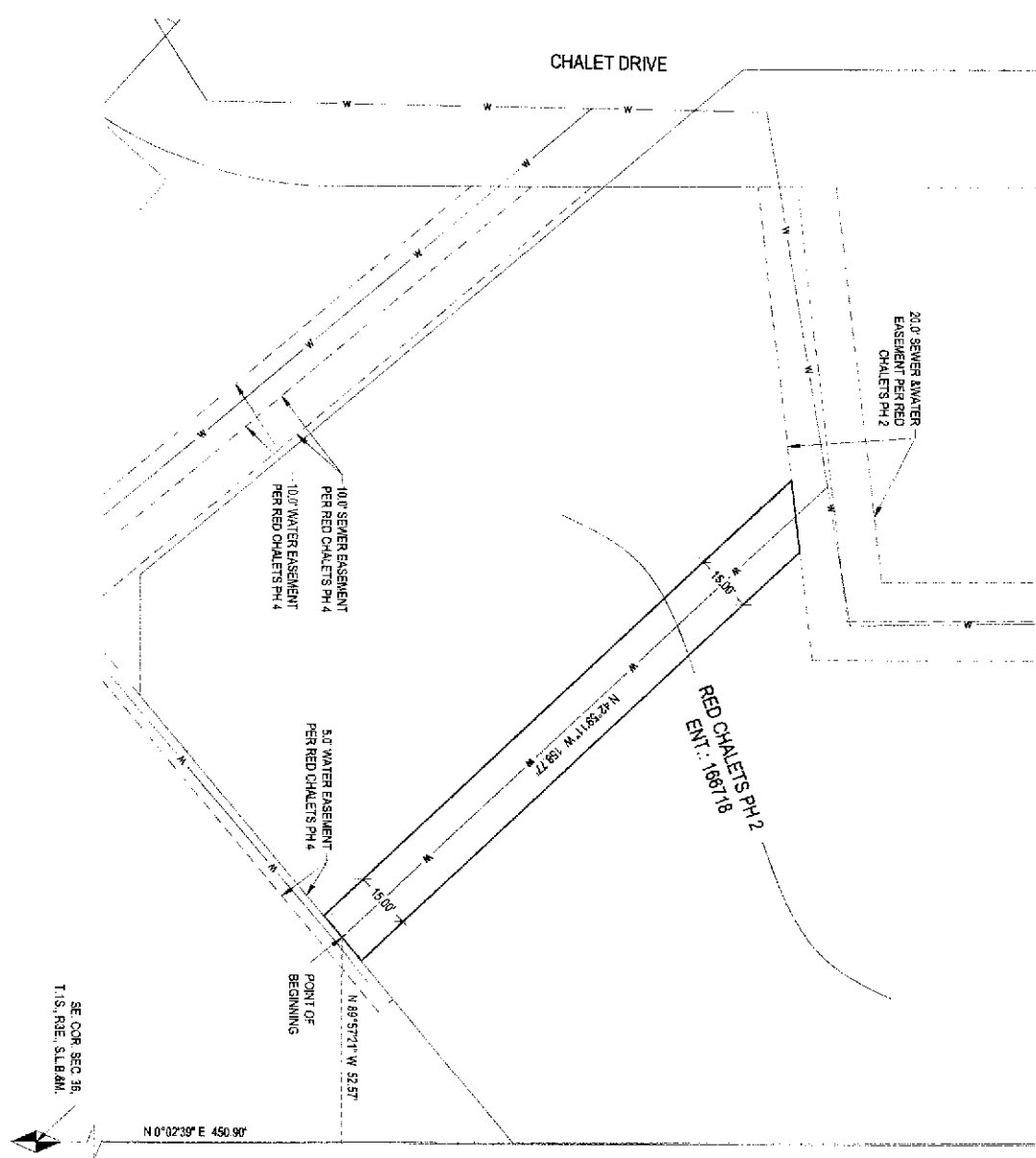
PROJECT NO: 16119.A

DRAWN BY: DKW

CHECKED BY: DKW

DATE: 10/09/17

**EASEMENT EXHIBIT**  
 1 OF 1



- LEGEND**
- PROPOSED EASEMENT LINE
  - SUBDIVISION R/W LINE
  - LOT LINE
  - APPROX. LOCATION OF EXISTING WATERLINE
  - EXISTING EASEMENT LINES

**EASEMENT DESCRIPTION**

A 1500 FOOT WIDE STRIP OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THE SIDELINES OF WHICH ARE TO BE SHORTED OR EXTENDED TO BEGIN ON THE SOUTHERLY LINE OF RED PINES CHALET'S PH 2, AND END ON THE SOUTHERLY LINE OF AN EXISTING WATER LINE EASEMENT SHOWN ON SAID PLAT. SAID SIDELINES ARE PARALLEL AND CONCENTRIC WITH THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID RED PINES CHALET'S PHASE 2, RECORDED AS ENTRY NO. 188718, AND AN EXISTING WATERLINE, SAID POINT BEING NORTH 07°23' EAST, ALONG THE SECTION LINE, A DISTANCE OF 450.90 FEET, AND NORTH 89°57'21" WEST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 52.57 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 36, AND RUNNING THENCE NORTH 42°59'11" WEST, MORE OR LESS, ALONG AN EXISTING WATERLINE 18.77 FEET MORE OR LESS, TO THE SOUTHERLY LINE OF AN EXISTING WATERLINE EASEMENT DEPICTED ON A CROWNED RED PINES CHALET'S PH 2 SUBDIVISION.

CONTAINS 2,382 SQ. FT.