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RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY LISA WOOLSEY



WHEN RECORDED MAIL TO:

R. Jesse Davis
STRONG & HANNI
102 South 200 East, Suite 800
Salt Lake City, Utah 84111

PUBLIC UTILITY EASEMENT

THIS GRANT OF PUBLIC UTILITY EASEMENT (this "Public Utility Easement"), is made and entered into this 3rd day of April, 2023, by Snyderville Basin Special Recreation District, a special service district of the State of Utah ("Grantor") for the benefit of various Public Utility Companies (defined below) as set forth in this Public Utility Easement (collectively the "Public Utility Grantees").

RECITALS

WHEREAS, Grantor is the owner of real property identified as Parcel SCVC-1, located in Summit County, State of Utah (herein the "Grantor Property"); and,

WHEREAS, Grantor desires to grant this Public Utility Easement in accordance with Utah Code §54-3-27, or its successor law, for ingress, egress, access and reasonable use over, under and through a portion of the Grantor Property to the public utility companies supplying public utility facilities to the Grantor Property and other parcels of real property in Silver Creek Village. This Public Utility Easement will permit utility companies, which are subject to the jurisdiction of the Utah Public Service Commission, or any mutual corporation providing gas, electricity, water, sewer, telephone, or other utility product or services for use by the general public (together, the "Public Utility Companies"), to utilize the rights granted hereunder.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the Grantor hereby agrees as follows:

1. **Grant of Public Utility Easement.** Grantor hereby grants to the Public Utility Grantees, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground, surface or above ground utility pipes,

lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, data, video, telecommunication and similar uses, sewer, storm drainage (including retention ponds) and all types of water that are intended, designed and used for the benefit of the Grantor Property under, through and across the Easement Property (described below) from time to time reasonably necessary or convenient to the use of the Grantor Property and any buildings, improvements, landscaping thereon.

2. Easement Property. The Easement Property is defined and described as follows:

Parcel # ESSCVC-70 ESSCVC-71

A 10.00 FOOT EASEMENT BEING 5.00 FEET PERPENDICULARLY DISTANT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH COMMON CORNER OF LOTS 70 AND 71 OF ELK SPRINGS AT SILVER CREEK VILLAGE CENTER SUBDIVISION FINAL PLAT PER ENTRY NO. 1172565, AND RUNNING THENCE NORTH 19°58'17" WEST 13.98 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 70°01'43" EAST; THENCE NORTHERLY 43.55 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°57'04" (CHORD BEARS NORTH 07°29'45" WEST 43.20 FEET); THENCE NORTH 04°58'47" EAST 96.20 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 85°01'13" EAST; THENCE NORTHERLY 13.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°56'06" (CHORD BEARS NORTH 08°56'50" EAST 13.84 FEET); THENCE NORTH 12°54'53" EAST 214.22 FEET TO A POINT ON A 326.76 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 77°05'07" WEST; THENCE NORTHERLY 239.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°59'09" (CHORD BEARS NORTH 08°04'42" WEST 234.13 FEET); THENCE NORTH 29°04'17" WEST 22.32 FEET TO THE POINT OF TERMINUS.

CONTAINING 6,436 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

LESS AND EXCEPTING ANY PORTION THAT LIES WITHIN ANY EXISTING/PROPOSED BUILDINGS.

A graphic depiction of the Easement Property is set forth in Exhibit A, which is attached to and incorporated herein by this reference.

3. Grantor's Use. It is acknowledged that Grantor, or its successors, intends to construct buildings and other improvements upon the Grantor Property and nothing contained herein shall be deemed to prohibit or restrict Grantor or its successors from construction of any buildings or improvements upon the Grantor Property, subject to the reasonable requirements of the Public

Utility Grantee, and upon the construction of any building or improvements upon the Grantor Property, the Public Utility Easement created hereby shall be subject to such improvements as are constructed and shall be used by the Public Utility Grantee in a manner which is consistent with the buildings and improvements constructed upon the Grantor Property and which, to the extent possible, will minimize interference with and will be compatible with the construction and use of said buildings and improvements. Grantor reserves unto itself, its successors and assigns, the right to continue to use the Easement Property for the use of Grantor and any other individuals, entities or the like that have or will have access to the Easement Property, so long as such use by Grantor, its successors and assigns, does not unreasonably interfere with Public Utility Grantee's permitted uses of the Easement Property.

4. Covenants to Run with Land. Each provision of this Public Utility Easement shall constitute a covenant running with the land and shall be binding on and shall inure to the benefit of Public Utility Grantees and their respective successors and assigns, all of which persons may enforce any obligation and right created by this Public Utility Easement. This Public Utility Easement shall be binding on Grantor, the Easement Property and Grantor Property and all interests in the Easement Property and Grantor Property shall be subject and subordinate to this Public Utility Easement and this Public Utility Easement shall be prior and superior to such interests and rights. Any person acquiring any interest in or occupying any part of the Grantor Property, the Easement Property, or either of them, shall, upon and by virtue of such interest or occupancy, agree to be bound by this Public Utility Easement.

5. Obligations of Public Utility Grantees. Notwithstanding anything in this Public Utility Easement to the contrary, a Public Utility Grantee shall restore or repair, to a condition reasonably acceptable to Grantor, at the expense of the Public Utility Grantee, any fence, grass, soil, shrubbery, bushes, flowers, other low-level vegetation, sprinkler system, irrigation system, gravel, concrete, or asphalt damaged or displaced from the exercise of the easement rights described in this Public Utility Easement. Each Public Utility Grantee shall defend, indemnify and hold harmless the Grantor from any damages, claims, suits, actions, or expenses, brought against Grantor by any third-party for personal injury or property damage arising from the acts or omissions of a Public Utility Grantee while exercising the easement rights described herein.

6. Binding on Successors. The grantee of any interest in the Grantor Property, or any portion thereof, by acceptance of such conveyance or entering into any contract for such interest, whether from Grantor or any of its successors in interest, shall accept such interest or enter into such contract subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for him and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

7. Severability. If any portion of this Public Utility Easement or the

application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Public Utility Easement, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision of this Public Utility Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Entire Agreement. This Public Utility Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. The Recitals are an integral part of this Public Utility Easement and are hereby incorporated by reference herein.

9. Amendment. This Public Utility Easement may be amended or terminated only by a written instrument signed by the then current owner(s) of the Easement Property and the Public Utility Grantees at the time of execution of such written instrument and duly recorded in the records of the County Recorder of Summit County, Utah.

10. No Agency. Nothing in this Public Utility Easement shall be deemed or construed by any party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11. Enforcement. The owner(s) of the Easement Property and the Public Utility Grantees shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Public Utility Easement. Such right shall include, without limitation, the right to specific performance and injunctive relief.

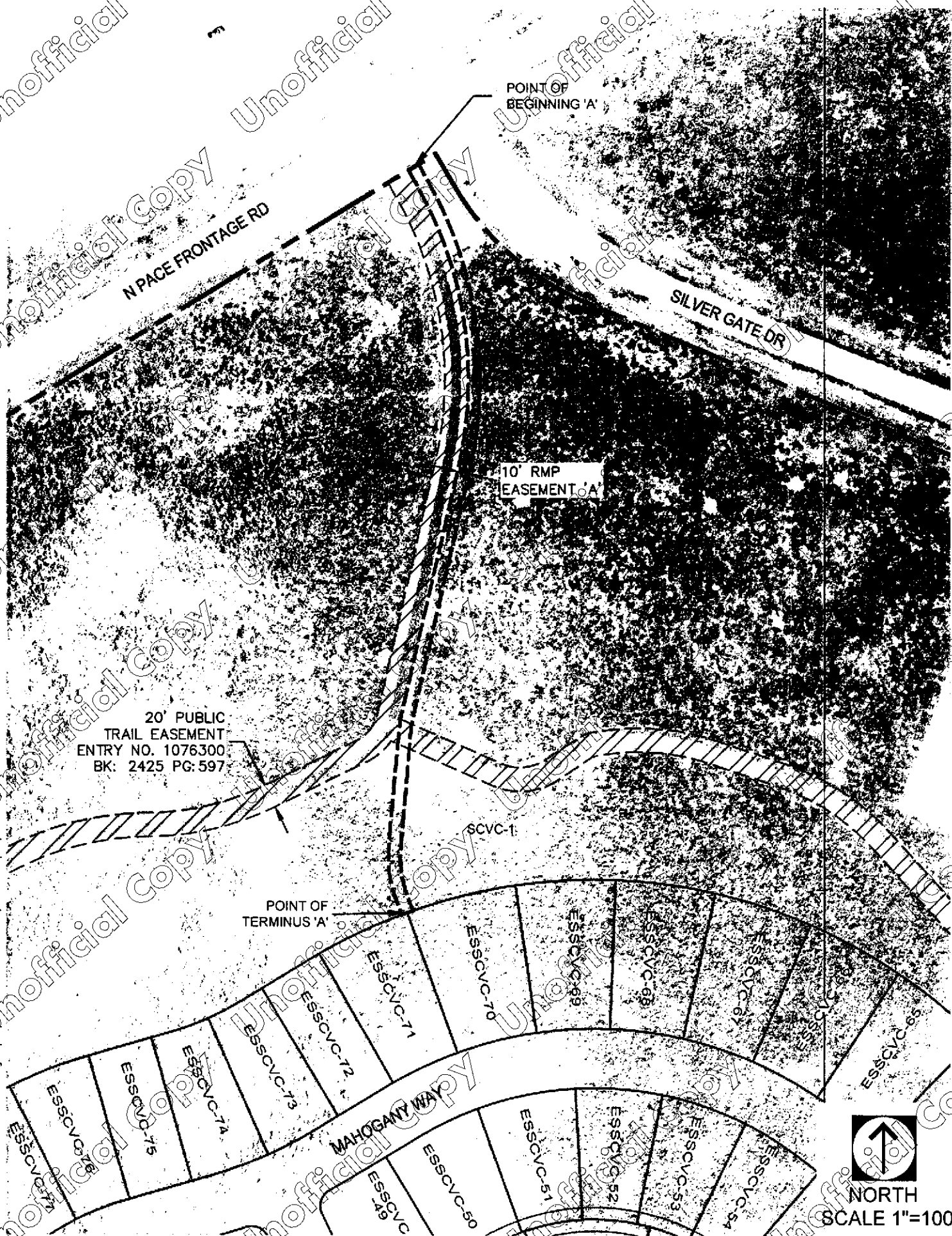
12. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default. Any failure to insist upon the performance of or compliance with any of such terms, provisions, restrictions, and requirements or lack of use of the Public Utility Easement shall not result in or be construed to be an abandonment, termination or waiver of any right or interest under this Public Utility Easement or the right to insist upon performance or compliance in the future.

13. Interpretation. This Public Utility Easement shall be governed by and construed in accordance with the laws of the State of Utah. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

14. Affect of Breach. No breach of this Public Utility Easement shall entitle any owner of the effected real property to cancel, rescind, or otherwise terminate this Public Utility Easement, but such limitation shall not affect in any manner any rights or remedies

EXHIBIT A

**SILVER CREEK VILLAGE CENTER
ROCKY MOUNTAIN POWER EASEMENT EXHIBIT**



path: C:\Users\becocanour\MS Dropbox\Projects\37_SCV PHASE 3\04_Survey\
file name: SCVC RMP Easement.dwg | plot date: December 19, 2022 | plotted by: becocanour



NORTH
SCALE 1"=100'