

ENTRY NO. 01217428

03/27/2024 11:50:27 AM B: 2813 P: 0437

Easements PAGE 1/8
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY LRH, INC



When Recorded, Return To:

Summit County
P. O. Box 128
Coalville, UT 84017
Attn: County Attorney's Office

UTILITY EASEMENT AND AGREEMENT

This UTILITY EASEMENT AND AGREEMENT ("Agreement") is made and entered into by and between EAGLE PROPERTIES, L.C. ("Grantor"), the CHERRY RIDGE OWNERS ASSOCIATION and the EASTERN SUMMIT COUNTY WATER CONSERVANCY SPECIAL SERVICE DISTRICT (collectively the "Grantees"). Grantor and Grantees may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- A. Grantor is the owner of certain real property located in Summit County, Utah described as Parcel NS-227 ("Grantor Property").
- B. Grantees desire to obtain and Grantor is willing to convey a utility easement over the Grantor Property subject to the terms and conditions of this Agreement.
- C. The Parties desire to further define the rights and obligations of each Party, and to establish an agreement for the maintenance and upkeep of the Large Underground Wastewater System ("LUWS") and related improvements located on the Grantor Property.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Subject to the rights and restrictions set forth in this Agreement, and for valuable consideration received, Grantor hereby grants and conveys to Grantees, without warranty, a permanent and nonexclusive easement over, upon, and across that portion of the Grantor Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

2. **Access.** Grantees and their agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantees shall enter upon the Easement Area at their sole risk and hazard, and Grantees and their successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantees.

3. **Purpose of Easement.** The purpose of this Agreement is to allow for a perpetual

easement for accessing, installing, reconstructing, maintaining, operating, modifying, and upgrading the LUWS sewer treatment facilities within the Easement Area and other improvements thereon.

4. **Condition of Easement Area.** Grantees accept the Easement Area and all aspects thereof in its "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 existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area.

5. **Maintenance, Repair, and Replacement.** Grantees shall have the right and obligation to maintain, repair, and replace the LUWS facilities and equipment within the Easement Area ("Easement Improvements") and shall be responsible for all costs associated therewith. All Easement Area improvements, repairs, or modifications may be made in Grantees' sole discretion. The Easement Improvements shall be kept in good condition and repair and in accordance with all applicable laws, ordinances, rules, regulations, and governmental requirements. Any property, improvements, or landscaping within the Easement Area damaged, disturbed, or otherwise harmed in the maintenance, repair, or replacement of the Easement Improvements shall be restored and repaired by Grantees to the condition it was prior to the disturbance. Grantor shall have no responsibility to maintain (or pay the costs of maintaining) the Easement Improvements.

6. **Restriction on Use.** Neither Grantor, nor any of its successors or assigns shall place any obstruction to or upon the Easement Area whatsoever that would impede Grantees' operation or maintenance of the Easement Improvements. Neither Party shall erect or place any building or other improvement upon the Easement Area, except as agreed to by both Parties.

7. **Duration.** This Agreement shall perpetually run with the Easement Area described in Exhibit A, including any partition or division of such property. The rights, covenants, and obligations contained in this Easement shall bind, burden, and benefit the Parties and their respective successors, assigns, heirs, lessees, mortgagees, and beneficiaries under any deeds of trust.

8. **Notices.** Any notice, demand, request, consent, approval or other communication to be given by one Party to the other shall be given by; hand delivery, confirmed overnight mail, or by mailing in the United States mail, certified or registered, addressed to the applicable Party at their respective addresses. Any such notice shall be deemed to have been given (i) upon delivery, if personally delivered or delivered by any form of Federal Express overnight delivery service, or (ii) if mailed, upon receipt. Either Party may change the address at which it desires to receive notice upon giving written notice of such request to the other Party.

9. **Recording.** This Agreement shall be recorded in the official records of Summit County, Utah against Summit County Parcel Number NS-227, as more particularly described in Exhibit B.

10. **Waiver.** Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.

11. **Relationship of Parties.** Nothing in this Agreement shall cause to form or constitute a partnership or joint venture between the Parties, and this Agreement is an arms-length arrangement between independent parties.

12. **Severance.** Should any provisions of this Agreement, at any time, be in conflict with any law, rule, or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

14. **Attorney Fees.** If a Party hereto brings an action in any judicial or arbitral tribunal to enforce any provision of this Agreement, the prevailing Party, as determined by the tribunal, shall be entitled to recover its reasonable attorney's fees, costs, and expenses incurred in connection with such action.

15. **Amendment and Termination.** This Agreement may be amended and/or terminated only by a written agreement signed by representatives of all Parties, or their successors or assigns. Said amendment and/or notice of termination shall be recorded in the official records of Summit County, Utah.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

17. **Assignment.** Grantees may not at any time assign their rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion and for any reason or no reason at all.

18. **Effective Date.** This Agreement and any amendment hereof shall take effect upon its filing in the office of the Summit County Recorder.

* * * *

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of this 22nd day of January, 2024.



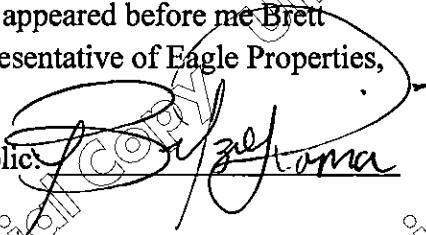
GRANTOR
EAGLE PROPERTIES, L.C.,
a Utah limited liability company



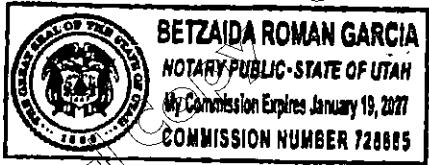
Brett Hollberg, Manager

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

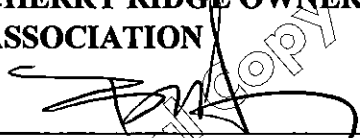
On the 22 day of JANUARY 2024, personally appeared before me Brett Hollberg, who by me being duly sworn, did say that he is a representative of Eagle Properties, L.C., and that he is authorized to execute this Agreement.

Notary Public: 

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of this 22nd day of January, 2024.



GRANTEE
CHERRY RIDGE OWNERS ASSOCIATION



Brett Hollberg, President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 22 day of January, 2024, personally appeared before me Brett Hollberg, who by me being duly sworn, did say that he is a representative of Cherry-Ridge Owners Association and that he is authorized to execute this Agreement.


Notary Public: 

EXHIBIT A

Legal Description of Easement Area

Drainfield Easement Description

A portion of land located in the Northwest Quarter of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 89°50'10" West between the North 1/4 Corner and the Northwest Corner of said Section 21, described as follows: Beginning at a point South 89°50'10" West 1329.59 feet along the Section line and South 0°18'37" West 753.97 feet from the North 1/4 Corner of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian; and running thence South 70°55'30" East 535.62 feet; thence South 0°14'35" East 390.06 feet; thence South 89°45'25" West 510.95 feet; thence North 00°18'37" East 567.28 feet to the point of beginning.

Containing 5.59 Acres

EXHIBIT B

Legal Description

**THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH,
RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN**

CONT 40.0 AC ML

Parcel Number: NS-227