

12186030
12/10/2015 11:40 AM \$14.00
Book - 10386 Pg - 4973-4975
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICK DIEHL
3665 E MONZA DR
SLC UT 84109
BY: CBA, DEPUTY - WI 3 P.

When recorded return to:

Boundary Springs Water Users Association
Rick Diehl, Secretary
3665 East Monza Drive
Salt Lake City, UT 84109

WATER LINE AGREEMENT AND EASEMENT

Owner(s) Paul C. Canova and Alisa H. Canova, as Joint Tenants ("Grantor"), for good and valuable consideration, hereby grants and conveys to Boundary Springs Water Users Association ("Grantee"), an easement on and over the land more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Property") located in Salt Lake County, State of Utah to operate, maintain, repair, upgrade, alter, replace and make connections to the local distribution water line ("Monza Branch") connected to and fed from Grantee's main water line ("Main") together with all necessary and convenient appurtenances thereto. The Grantee, its officers, agents, employees and/or all persons under contract with it shall have the right to enter upon the Easement Property for the purpose of constructing, operating, upgrading, repairing, maintaining, and making connections to said Monza Branch.

Grantee is hereby given and granted the exclusive possession of the Easement Property for the stated purposes and Grantor for them and their heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, fence, wall, pavement, or other above ground obstruction will be placed, erected, installed or permitted upon the above described land without the written consent of Grantee. Grantor further covenants and agrees that in the event the terms of this paragraph are violated and the violations, in the sole opinion of Grantee, prevent Grantee's execution of work for the purpose described above, the violations will be promptly corrected at the sole cost and expense of Grantor and eliminated within thirty (30) days notice of the violation(s) from Grantee, otherwise Grantor, their heirs, administrators, successors and assigns, shall promptly pay the actual cost of any required curative actions undertaken by Grantee.

Grantor hereby agree(s) and acknowledges that this agreement does not affect the ownership of Grantor's water line that is connected to the Monza Branch and that supplies water to the Grantor's property ("Service Line"). Grantor remains responsible for any and all repairs and maintenance to the Service Line, including its connection to the Monza Branch.

The easement hereby conveyed and granted, the restrictions hereby imposed, and the agreements herein contained, shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, Grantor and respective successors and assigns, including, without limitation, all subsequent owners of Grantor's property and all persons claiming under them, and the Grantee and its

successors and assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming under them.

IN WITNESS WHEREOF, GRANTOR has executed this right-of-way and easement this 13th day of November 2015.

Paul C. Canova:

Paul C. Canova

Alisa H. Canova:

Alisa H. Canova

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

The foregoing instrument was acknowledged before me this 13th day of November, 2015, by, Paul C Canova & Alisa H Canova of Salt Lake County, UT



Betty J. Williams
Notary Public

Exhibit "A"
(Easement Property)

A six foot wide easement situate in the northwest quarter of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said easement is also situate in Lots 25 and 26 of Millcrest Subdivision as entry no. 1351854 in book N at page 73. The centerline of said easement shall extend through and across the below described premises as follows:

Beginning at a point on the southerly lot line of lot 26 of said Millcrest Subdivision which point is 134.05 feet N.00°31'14"E. along the section line and 567.59 feet East from the West Quarter Corner of said Section 36, said point is also 12.98 feet S.89°29'00"E. along said southerly lot line from the southwest corner of lot 26 of said Millcrest Subdivision; and running thence N.01°41'17"E. 47.38 feet; thence N.88°18'43"W. 13.21 feet; thence N.02°19'20"E. 30.54 feet; thence S.87°40'40"E. 6.00 feet; thence S.02°19'20"W. 24.47 feet; thence S.88°18'43"E. 13.15 feet; thence S.01°41'17"W. 53.26 feet to the southerly lot line of said lot 26; thence along said southerly lot line N.89°29'00"W. 6.00 feet to the point of beginning.

The above described easement contains 546 square feet or 0.013 acre in area, more or less.

Affecting Tax ID No. 16-36-155-007