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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN
5355 W HERRIMAN MAIN ST
HERRIMAN UT 84096
BY: CBA, DEPUTY - MA 4 P.

WHEN RECORDED, MAIL TO:

Herriman City
5355 West Herriman Main Street
Herriman, Utah 84096

WATER LINE EASEMENT

(Affects Salt Lake County Parcel 26-27-226-003-000)

For good and valuable consideration, the undersigned property owner ("Grantor") hereby conveys and grants unto HERRIMAN CITY, a municipal corporation and political subdivision of the State of Utah ("Grantee"), a permanent, non-exclusive water line easement (the "Easement") over and through the portion of Grantor's land in Salt Lake County, State of Utah, described as follows (the "Easement Property"):

See Legal Description of the Easement attached hereto as Exhibit "A" and incorporated herein by this reference

A map of the Easement is also attached hereto as Exhibit "A"

The Easement granted hereby shall be governed by and include the following terms and conditions:

1. The Easement Property may be used for the construction, installation, operation, maintenance, inspection, and repair of an underground 16" culinary water line and related improvements (collectively, the "**Water Line Improvements**"). Thereafter, Grantee shall have the non-exclusive right to use the Easement.

2. Grantee, and its contractors, may enter upon Grantor's property to service, inspect, maintain, repair, and (if necessary) replace the Water Line Improvements. Grantee shall enter upon the Easement Property from existing roads at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Property and the entry upon the Easement Property by Grantee and Grantee's agents. In the event Grantee needs to access the Easement Property to perform any maintenance, repair, or restoration work on the Easement Property, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Property, and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency). In the event Grantee or any other party acting under this provision causes damage to Grantor's property, the responsible party shall promptly repair and restore the property to the same condition that previously existed at no cost or expense to Grantor.

3. Grantee accepts the Easement Property and all aspects thereof in their "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 Property.

4. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with Grantee's permitted use of the Easement Property.



5. Grantee shall indemnify and hold harmless Grantor from and against any and all damage, liability, claims, demands, causes of action, injury, cost, or expense (including but not limited to reasonable attorney's fees) arising from or related to Grantee's use of, access to, or maintenance or repair of the Easement Property or the Water Line Improvements.

6. Grantor will not unreasonably interfere with Grantee's use of the Easement for the purposes stated herein.

7. Any claim, action, or other legal proceeding brought hereunder by Grantor or Grantee shall be governed by the laws of the State of Utah. The prevailing party in any litigation arising out of this Easement shall be awarded reasonable attorneys' fees, costs, and expenses.

8. The Easement Property is and shall at all times remain the private property of Grantor until such time as the Easement Property is dedicated to and accepted by Herriman City. The use of the Easement Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Property beyond the express terms and conditions of this Agreement.

9. The rights and privileges granted herein shall inure to the benefit of Grantee, Grantor, and their respective successors-in-interest or assigns.

This instrument and the Easement granted herein may not be terminated, extended, modified or amended without the written consent of Grantor and Grantee, or their successors-in-interest or assigns, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of the Salt Lake County Recorder.

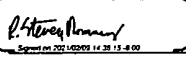
(Signatures are on the following page)



IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below, to be effective on the recording date hereof.

GRANTOR:

Suburban Land Reserve, Inc.,
a Utah corporation

By  _____ DM

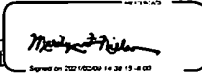
Name: R. Steven Romney

Title: President

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

The foregoing instrument was acknowledged before me this 9 day of February, 2021, by R. Steven Romney, as President of **Suburban Land Reserve, Inc.**

SEAL:

Not  _____

The principal making the acknowledgment and signing the document, R. Steven Romney, appeared remotely using audio/video communication technology approved by the State of Utah.



13372AAB-4976-4885-ABE1-E999080E8108 — 2021/02/09 13:28:00 -8:00 — Remote Notary



**Exhibit A
Easement Exhibit**

(Legal Description of the Easement)

A perpetual easement being a strip of land 20.00 feet in width and a temporary construction easement being 50.00 feet in width, situate within the East half (E-1/2) of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Located in Herriman City, County of Salt Lake State of Utah, the sideline of both the perpetual easement and the temporary easement are to be shortened or extended to begin on the North boundary of grantors land, as described in Special Warranty Deed Recorded as Entry No.: 11481844, in Book 10061, at Page 4488, of official records, said North boundary being coincident with the South line of 11800 South Street, and terminate on the North line of an existing Public Utility Easement, recorded as Entry No.: 12277240, in Book 10430, at Page 779, of official records. The sideline of said perpetual easement are 10.00 feet perpendicularly distant to, and parallel with the herein described survey line; the sidelines of the temporary easement are 20.00 feet perpendicularly distant Easterly and 30.00 feet perpendicularly distant Westerly, and are parallel with the following describe survey line:

Beginning at a point on the North line of said grantors property and the South line of 11800 South Street, said point being North 89°30'04" West, along the North line of the Northeast Quarter of said Section 27, a distance of 145.37 feet and South 0°29'56" West, perpendicular said section line, a distance of 33.00 feet, from the Salt Lake County monument marking the Northeast Corner of said Section 27; and running thence South 0°15'13" West, parallel with the East line of the Northeast Quarter and along the center of a waterline, a distance of 2613.91 feet; thence South 0°15'20" West, parallel with the East line of the Southeast Quarter and continuing along said waterline, a distance of 483.32 feet to the North line of said Public Utility Easement and a point of termination for this description, said point being South 2°54'57" West, a distance of 3132.98 feet, from aforesaid Northeast Corner of Section 27.

Perpetual easement contains: 61,945 Sq. Ft., or 1.422 Acres temporary easement contains: 154,863 Sq. Ft., or 3.555 Acres.
Oked by JB 25 Jan 2015

