

AFTER RECORDING RETURN TO:  
TAYLORSVILLE-BENNION  
IMPROVEMENT DISTRICT  
P.O. BOX 18579  
TAYLORSVILLE, UTAH 84118-8579

14351631 B: 11552 P: 9307 Total Pages: 3  
02/26/2025 03:51 PM By: csummers Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT  
PO BOX 18579 SALT LAKE CITY, UT 84118



SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

## **SEWER LINE EASEMENT**

### **Summit Vista NB2-NB3- Easement 3**

Tax ID No. 21-17-401-002  
21-17-432-022

**GRANTOR**, for and in consideration of ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, warrants and conveys unto the TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, its successors and assigns, a permanent easement and right-of-way for the purpose of, but not limited to, construction, operation, repair, replacement, and maintenance of utilities, including one or more water lines and/or sanitary sewer lines and the necessary accessories and appurtenances used in connection therewith, together with the right to enter upon Grantor's premises for such purposes, in, on, over, under, through, and along the portion of the land of Grantor which is traversed by the following easement and right-of-way located in Salt Lake County, Utah, which is more particularly described as follows:

### **EASEMENT**

#### **20 FOOT WIDE SEWER EASEMENT**

A 20.00 foot wide easement in favor of Taylorsville Bennion Improvement District for the purpose of constructing and maintaining a water line, upon a parcel of land which is a portion of Lot 5, Summit Vista Subdivision, (Salt Lake County Recorder's Office Book 2017, page 067) and a portion of Lot 203, Summit Vista Subdivision No. 2 (Salt Lake County Recorder's Office Book 2020, page 104); being in the Southeast Corner of Section 17, Township 2 South, Range 1 West, Salt Lake Base & Meridian, Taylorsville, Utah, U.S. Survey. The boundaries of said easement are more particularly described as follows:

Commencing at the Southeast corner of said Section 17, thence 1,746.60 feet North 89°57'49" West along the Section line; and 1,953.21 feet North 00°02'11" East to the true POINT OF BEGINNING; and running thence North 46°46'57" West 115.08 feet; thence South 88°31'36" West 295.32 feet; thence North 32°46'34" West 68.05 feet; thence continue Northwesterly along said line 64.13 feet; thence North 30°34'29" West 149.87 feet; thence South 89°55'55" West 23.21 feet; thence South 30°34'29" East

162.04 feet; thence South 32°46'34" East 64.51 feet; thence continue Southeasterly along said line 79.30 feet; thence North 88°31'36" East 298.35 feet; thence South 46°46'57" East 108.78 feet; thence North 37°44'40" East 20.09 feet to the POINT OF BEGINNING.

The above described part of an entire tract contains 14,054 square feet or 0.32 acres

The GRANTOR SHALL NOT construct or cause to allow to be constructed any permanent or temporary buildings or structures nor plant large trees whose root zones would contact or interfere with the utilities upon the Easement described herein, whether the same shall have been brought, placed, or constructed upon the said premises by Grantor or by Grantor's successors, guests, tenants, subsequent purchases, assigns, invitees, or anyone else. Should such structures be placed upon the Easement in violation of the preceding sentence, they shall be so placed at the Grantor's or the owner's sole risk and expense, and the owner, as from time to time constituted, shall solely be responsible for the cost and expense of removing and/or relocating the structure or improvement or any portion thereof from the Easement. The Easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, fences, or similar improvements. In the event that removal of any violating structures is required for the maintenance, repair, operation or replacement of the Grantee's line or lines located within the Easement, nether Grantor not the owner of the subject property nor any other persons shall have any recourse whatsoever against the Grantee in the event any structure or improvement, or any portion thereof, must be removed and/or relocated and Grantee shall not be liable for any damage to such structure or improvement resulting from such maintenance, repair, operation or replacement activities. Otherwise, Grantee shall restore the premises to substantially the same condition that existed prior to the work after completing any construction, repair, replacement, or maintenance activity thereon.

DATED this 26<sup>th</sup> day of February, 2025.

**GRANTOR:**

Mark L. Pace

By:

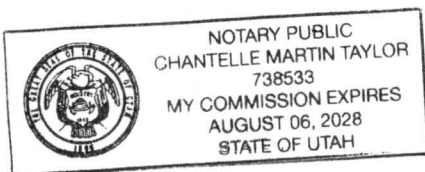
Mark L. Pace, Authorized Representative  
Name/Title:

STATE OF UTAH

)  
)ss.  
)

COUNTY OF SALT LAKE

On this 26<sup>th</sup> day of February, 2025, personally appeared before me,  
Mark L. Pace of Summit Life Plan Communities, LLC  
a Utah Limited Liability Company who duly acknowledged to me that he/she is the  
Authorized Representative of Summit Life Plan Communities, LLC and that he/she  
signed the foregoing instrument on behalf of Summit Life Plan Communities, LLC and who  
duly acknowledged to me that he/she executed the same with full authority.



Chantelle Martin Taylor  
Notary Public