

14351634 B: 11552 P: 9316 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

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



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

WATERLINE EASEMENT

Summit Vista NB2 and NB3

Tax ID No. 21-17-401-002
21-17-401-004

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:

WATERLINE EASEMENT

20 FOOT WIDE WATER 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 204, Summit Vista Subdivision No. 2 (Salt lake County Recorder's Office Book 2020, page 104); situated 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 1731.88 feet North 89°57'49" West along the Section line and 1921.29 feet North 00°02'11" East to the POINT OF BEGINNING; thence North 89°20'08" West 23.71 feet; thence North 44°25'32" West 3.56 feet; thence South 46°46'57" West 41.42 feet; thence West 161.54 feet; thence North 69°16'57" West 61.60 feet; thence North 55°47'19" West 120.80 feet; thence North 41°08'00" West 37.87 feet to a point of curvature to the right having a radius of 290.00 feet; thence Northwesterly along said arc 55.88 feet, Central Angle

equals 11°02'22" and Long Chord bears North 35°36'50" West 55.79 feet; thence North 30°05'39" West 191.53 feet to a point of curvature to the left having a radius of 310.00 feet; thence Northwesterly along said arc 57.74 feet, Central Angle equals 10°40'18" and Long Chord bears North 35°25'48" West 57.66 feet; thence North 40°45'57" West 210.01 feet to a point of curvature to the right having a radius of 290.00 feet; thence Northwesterly along said arc 139.82 feet, Central Angle equals 27°37'30" and Long Chord bears North 26°57'12" West 138.47 feet; thence North 13°08'27" West 201.61 feet; thence South 76°51'33" West 20.00 feet; thence South 13°08'27" East 201.61 feet to a point of curvature to the left having a radius of 310.00 feet; thence Southeasterly along said arc 149.47 feet, Central Angle equals 27°37'30" and Long Chord bears South 26°57'12" East 148.02 feet; thence South 40°45'57" East 210.01 feet to a point of curvature to the right having a radius of 290.00 feet; thence Southeasterly along said arc 54.01 feet, Central Angle equals 10°40'18" and Long Chord bears South 35°25'48" East 53.94 feet; thence South 30°05'39" East 89.51 feet; thence South 60°37'19" West 19.34 feet; thence South 29°22'41" East 15.00 feet; thence North 60°37'19" East 19.53 feet; thence South 30°05'39" East 87.02 feet to a point of curvature to the left having a radius of 310.00 feet; thence Southeasterly along said arc 59.73 feet, Central Angle equals 11°02'22" and Long Chord bears South 35°36'50" East 59.64 feet; thence South 41°08'00" East 40.44 feet; thence South 55°47'19" East 84.55 feet; thence South 00°30'50" East 20.64 feet; thence South 01°06'09" West 176.42 feet; thence North 73°28'33" East 20.99 feet; thence North 01°00'28" East 177.47 feet; thence South 55°47'19" East 16.97 feet; thence South 69°16'57" East 67.63 feet; thence East 173.12 feet; thence North 46°46'57" East 66.51 feet to the POINT OF BEGINNING.

The above described part of an entire tract contains 30,178 square feet or 0.69 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 nor 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 26th day of February, 2025.

GRANTOR:

Mark L. Pace

By:

Mark L. Pace, Authorized Representative
Name/Title:

STATE OF UTAH

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) ss.
)

COUNTY OF SALT LAKE

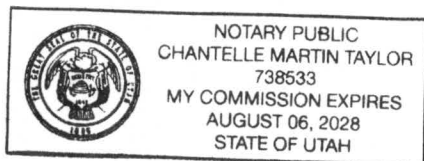
On this 26th day of February, 2025, personally appeared before me,

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