

WHEN RECORDED RETURN TO:

City of Eagle Mountain  
c/o Ifo Pili  
1650 East Stage Coach Run  
Eagle Mountain, UT 84005



ENT 1770:2014 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Jan 09 12:29 PM FEE 0.00 BY SW  
RECORDED FOR EAGLE MOUNTAIN CITY

## UTILITIES EASEMENT

Scott Holbrook & Michelle Holbrook (collectively "Grantor") hereby grants, conveys and warrants to CITY OF EAGLE MOUNTAIN, its successors, assigns, representatives, tenants, agents, employees, licensees and invitees (collectively, "Grantee"), a perpetual, non-exclusive right-of-way and easement upon, over, through, under, and across the real property, which is more particularly described as being 12 feet in width, and specifically, 6 feet each side of the centerline which is described on Exhibit "A" attached hereto and incorporated herein by this reference (the Easement Parcel"), for the location, construction, installation, delivery, inspection, maintenance, operation, use, repair, alteration, augmentation, protection, removal, and replacement of (a) roadways for access over and across the Easement Parcel by the City and its representatives, and (b) wires, lines, conduits, pipelines, valves, structures, control boxes and other related facilities, for water, telephone, natural gas, electricity, sewer, and other utilities and utility services.

Grantor covenants to Grantee that it will not construct or erect or allow or cause to be constructed or erected any permanent structure of any kind which may or could interfere with the use by Grantee of the facilities existing in the Easement Parcel granted herein, and Grantor agrees that Grantee may enter on the Easement Parcel and remove all such structures. Grantor specifically waives and releases Grantee from any and all liability and claims for the removal of plants, trees and other improvements removed by Grantee under the provisions of this Easement, including without limitation, the use of such property for private and/or public open space, or parking areas (which ground the Grantor and Grantee acknowledge shall not be used for the roadway contemplated hereunder, but may be used for the placement of utilities).

All costs of installation, maintenance and repair of the roadways and utilities running through the Easement Parcel shall be at Grantee's sole expense, except to the extent that such maintenance or repair is necessitated by the actions of Grantor.

This Easement shall be subject to all existing utility easements and locations on the Easement Parcel. The burdens of the Easement shall run with the Easement Parcel. This Agreement shall be construed under and governed by the laws of the State of Utah. It is expressly acknowledged and agreed that Grantee's rights under this Easement may be assigned, transferred and conveyed to City of Eagle Mountain and/or one or more other public utility service provider, whereupon the original Grantee shall be released from any obligations hereunder.

DATED this 12 day of December, 2013.

**GRANTOR:**

Scott Holbrook  
Scott Holbrook

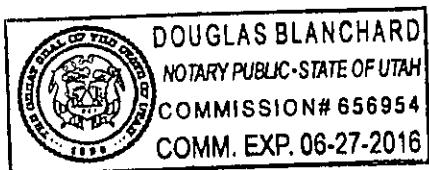
Michelle Holbrook  
Michelle Holbrook

Company(if applicable)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Utah )  
: ss.  
COUNTY OF Utah )

On the 12 day of December, 2013, personally appeared before me Scott Holbrook, who acknowledged to me that he/she/it executed the foregoing instrument for its stated purpose.



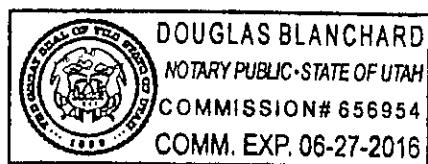
Douglas Blanchard  
Notary Public  
Residing at: Provo, UT 846

My Commission Expires:

6-27-2016

STATE OF Utah )  
: ss.  
COUNTY OF Utah )

On the 12 day of December, 2013, personally appeared before me Michelle Holbrook, who acknowledged to me that he/she/it executed the foregoing instrument for its stated purpose.



Douglas Blanchard  
Notary Public  
Residing at: Provo, UT 846

My Commission Expires:

6-27-2016

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who acknowledged to me that he/she/it executed the foregoing instrument for its stated purpose.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
1188547v2

**EXHIBIT "A"**

A 12 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED NORTH 89°31'05" WEST 1797.80 FEET ALONG QUARTER SECTION LINE AND SOUTH 44.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°31'05" WEST 66.00 FEET; THENCE NORTH 70°00'00" WEST 117.48 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 73 AND TERMINATING.

CONTAINS: 0.050 ACRES, MORE OR LESS, (AS DESCRIBED).