

MITCHELL D. MAUGHAN
Attorney at Law
765 North Main
Spanish Fork, Utah 84660

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REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: SPRING MOUNTAIN PROPERTIES

Spring City Rancheros, And
Pine Ridge

GRANT OF EASEMENT AND EASEMENT AGREEMENT

This Grant of Easement and Easement Agreement is entered into on September, 2017, between Spring Mountain Properties IV, LC, a Utah limited liability company, whose mailing address is 350 East Center Street, Suite 200, Provo, Utah 84606, (hereinafter "Developer"), and Janet Baisch, whose mailing address is 2598 S Vespa Dr, West Valley City, Utah, 84119 (hereinafter "Baisch").

RECITALS

WHEREAS, Developer is the owner/developer of a subdivision consisting of recreational lots located in Sanpete County and more particularly described as Pine Ridge Estates Subdivision, according to the official plat thereof on file and of record in the Sanpete County Recorder's office.

WHEREAS, in said capacity Developer has made certain infrastructure improvements for the benefit of the owners of lots in the subdivision, including the installation of the necessary improvements to provide power to said lots;

WHEREAS, Baisch is the owner of a Lot which is adjacent to and to the South of Developer's property. This Lot is located in a different subdivision and is more particularly described as follows:

Parcel No. 28376: Lot 23, Sheet 5, Spring City Rancheros Amended Subdivision, according to the official plat thereof on file and of record in the Sanpete County Recorder's office.

WHEREAS, Developer has power installed via an underground power line connected to a transformer servicing Lot 10, Pine Ridge Estates Subdivision. Baisch's property is presently without any power.

WHEREAS, Baisch desires to take advantage of Developer's existing infrastructure to supply power to her lot. In addition, Baisch will need to install an underground power line from the existing transformer located on Lot 10 of Pine Ridge to Lot 23, Sheet 5, Spring City Rancheros. This would involve installing said line under and across the Southernmost 50 feet of said Lot 10.

NOW THEREFORE, in consideration of the matters above, the mutual covenants, terms, conditions and restrictions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Spring Mountain Properties IV, LC, Developer, for the sum of \$10.00 and other good and valuable consideration, and for the consideration set forth in Exhibit "A" attached hereto, the receipt and sufficiency of which is hereby acknowledged, conveys and grants to Janet Baisch, a non-exclusive easement under and across the southernmost 50 feet of (**Parcel No. 61201**) Lot 10, Pine Ridge Estates Subdivision for the benefit of Lot 23, Sheet 5, Spring City Rancheros to construct, lay, maintain, repair and operate a SINGLE underground power line running from said Lot 23 and connecting into Developer's existing transformer located on said Lot 10. Baisch shall install and maintain a meter box on Developer's property at a location to be designated by Developer.
2. The Easement set forth above shall be solely for the benefit of Lot 23, Sheet 5, Spring City Rancheros Subdivision. Baisch may only establish, maintain or operate a power connection for 1 home located on said Lot 23 and for nothing else.
3. Baisch may use the existing transformer located on said Lot 10 as long as its load is not maxed out (as determined by Rocky Mountain Power) but first priority for the use of the transformer irregardless of the date of connection shall be given to the respective Lot Owners that are part of the Pine Ridge Estates Subdivision.
4. Baisch shall remediate the property, including replacing any damaged or lost vegetation or soil, to the same condition as it was found prior to any work being done on the property. Baisch shall maintain the easement in a good condition as determined by Developer.
5. Maintenance. Baisch agrees to keep the Easement granted in good repair and shall perform all normal maintenance on the Easement including, but not limited to, repairing and keeping Easement free from debris, rubbish, etc.
6. Duration. The Easements granted herein shall be perpetual in duration unless terminated earlier by the parties.
7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any of the Developer's property described herein or the Easement to or for the general public or for any public purposes whatsoever, it being the parties' intention that this dedication be strictly limited to and for the purposes expressed herein.
8. Covenants Run with Land. The Easement (a) shall constitute a covenant running with the land; (b) shall bind every person having any fee, leasehold or other interest in any portion of the Easement, and (c) shall inure to the benefit of and be binding upon the respective successors and assigns as may be applicable.

9. CCR' and Amendment. To the extent necessary, this Agreement amends any applicable Covenants, Conditions and Restrictions recorded against the Properties described herein and is subject to said restrictions. It may not be modified except by an instrument in writing signed by all the parties hereto or their respective successors in interest.
10. Choice of Law; Recordation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. This Agreement shall be recorded in the records of the County Recorder of Sanpete County, State of Utah.
11. Attorneys' Fees. In the event, any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding.
12. Authority. Each of the individuals that signs this Agreement warrants, by his or her signature below, that they are duly authorized and empowered to so sign on behalf of the parties for whom they sign. Each of the signers of this Agreement shall indemnify the other parties from any and all losses, damages, costs (including reasonable attorneys' fees), actions and proceedings arising from the falsity of such warranty of authority.
13. Survival. All the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive any closings affecting the property.
14. Additional Acts. The parties hereto shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the intent of this Agreement or as the party, or its counsel, may reasonably require in order to consummate, evidence or confirm the provisions that are contained herein.
15. Integration Clause. There are no representations, warranties, covenants or agreements between the parties as to the subject matter of this Agreement except as are specifically set forth in this Agreement. This Agreement contains the entire agreement between the parties hereto pertaining to the matters that are set forth herein and supersedes all prior agreements, correspondence, memoranda, representation, and understandings of the parties relating hereto. No representation has been made to induce the parties hereto to enter into this Agreement except as are set forth herein.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE GRANT OF EASEMENT AND EASEMENT AGREEMENT

DATED as of the time and date set forth above.

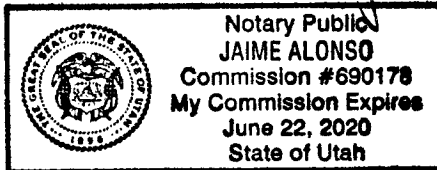
DEVELOPER:

LOT OWNER:

Spring Mountain Properties IV, LC,
a Utah limited liability Company:

By: Blaine Dugan Hales
Blaine Dugan Hales
Its: Manager

Janet S. Baisch
JANET BAISCH



STATE OF UTAH)
 SS:
COUNTY OF UTAH)

On the 10 day of October, 2017, personally appeared Blaine Dugan Hales, as Manager of Spring Mountain Properties, IV, LLC, a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and that by their signatures on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Jaime Alonso
NOTARY SIGNATURE

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF UTAH)
 SS:
COUNTY OF Salt Lake)

On this 9th day of October, 2017, personally appeared JANET BAISCH, an individual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and that by their signatures on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Teresa J. Jensen
NOTARY SIGNATURE

