



\*W3263805\*

Recording requested by:  
Non-Typical Commercial Properties, Inc.  
1357 North 2000 West  
Farr West, UT 84404

E# 3263805 PG 1 OF 10  
LEANN H KILTS, WEBER CTY. RECORDER  
16-NOV-22 117 PM FEE \$40.00 TN  
REC FOR: NON TYPICAL COMMERCIAL PROF

For recorder's use only

## UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("**Agreement**") is made and entered into by and between Legacy Mountain Estates, LLC, a Utah limited liability company ("**Grantor**") and Lakeview Water Corporation, a Utah corporation ("**LWC**"), Mountain Sewer Corporation, a Utah corporation ("**MSC**") and Legacy Mountain Owners Association, Inc., a Utah nonprofit corporation ("**Association**"). LWC, MSC and the Association are collectively referred to as the "**Grantees**."

A. Grantor is the owner of that certain real property located in Weber County, Utah identified as Weber County Parcel No. 20-186-0011 ("**Grantor's Parcel**"). A legal description of the Grantor's Parcel is attached to and made part of this Agreement as Exhibit "A".

B. Grantor is also the developer of the residential subdivision known as "Legacy Mountain Estates" (the "**Subdivision**"), which is governed by the Association. The Grantor's Parcel is a residential lot that is part of the Subdivision.

C. LWC is a privately-owned and operated utility company that provides water service to residential developments in the Huntsville area, including the Subdivision. MSC is a privately-owned utility company that provides sewer service for the collection, treatment and disposal of sewage for residential developments in the Huntsville area, including the Subdivision.

D. Grantees individually and collectively desire to acquire an easement across a portion of Grantor's Parcel for the purpose of installing, operating, using, improving, maintaining, repairing and/or replacing water, sewer, gas, electric and communications lines and systems, and all necessary or desirable infrastructure, accessories and appurtenances related thereto (collectively, "**Utility Lines**") for the delivery of water to customers served by LWC, the delivery of sewer service to customers served by MWC, and the delivery of additional utilities to the owners of lots located within the Subdivision.

THEREFORE, IN EXCHANGE FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantees hereby agree as follows:

1. Grantor hereby reserves onto itself, and hereby grants, sells, transfers, and conveys to each of the Grantees, an approximately 20-foot wide, non-exclusive, permanent and irrevocable easement (the "**Easement**") over, under, in, along, across and upon a portion of Grantor's Parcel (the "**Easement Area**"). The Easement Area is identified by the dashed lines on the diagram attached to and made part of this Agreement as Exhibit "B".

2. Grantor and Grantees mutually acknowledge, understand and agree that the Easement Area may be used by one or more Grantees for the purpose of installing, operating, using, improving, maintaining, repairing and/or replacing one or more Utility Lines. The Easement Area may be accessed and used by each of the Grantees and their employees, agents, contractors, customers, invitees, successors and assigns (individually, a “Grantee Party” and, collectively, the “Grantee Parties”).

3. In order to access and utilize the Easement Area for the purposes set forth in this Agreement, Grantor hereby grants, sells, transfers and conveys to each of the Grantees a right-of-way over, along, across and upon the Easement Area (“Right of Way”), which Right of Way may be wider than the Easement Area as reasonably necessary to accommodate vehicles, equipment and personnel as needed to operate, use, improve, maintain, repair and/or replace any part of the Utility Lines located within the Easement Area. Any of the Grantees may, at their sole expense, remove from the Right of Way any brush, trees, timber or other hazards as such party may reasonably deem necessary in order to operate, use, improve, maintain, repair and/or replace such Utility Lines. Grantees may also, at their sole expense, maintain the Right of Way as an unimproved road that extends into one or more adjacent parcels, including Parcel No. 20-186-0011.

4. Any Grantee that owns or has installed any Utility Lines within the Easement Area shall be solely responsible for operating, using, improving, maintaining, repairing and/or replacing such Utility Lines.

5. This Agreement, and the Easement granted herein, shall be appurtenant to and run with the Grantor’s Parcel for the benefit of the Grantees and any utility system that may be connected to any Utility Lines located in the Easement Area. Each and every one of the benefits and burdens of this Agreement, including the Easement granted herein, shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Grantor and Grantees, including, without limitation, any party or parties to which the Grantor’s Parcel may be transferred, sold or conveyed. Pursuant to Grantor’s reservation of the Easement over, under, in, along, across and upon the Easement Area as set forth under Section 1 of this Agreement, upon Grantor’s conveyance of its interest in the Grantor’s Parcel, the Grantor shall continue to hold any and all rights as a Grantee of the Easement, including the right to use the Easement Area as described in this Agreement.

6. This Agreement constitutes the entire agreement between the Grantor and Grantees regarding the Easement and the Easement Area, and any other matters addressed herein, and no additional or different oral representation, promise or agreement shall be binding upon Grantor or Grantees with respect to the subject matter of this Agreement.

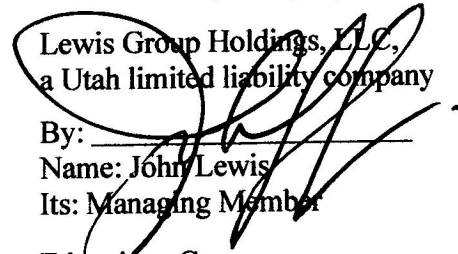
7. Each of the persons signing below on behalf of Grantor and each of the Grantees represents and warrants that he or she is signing with full and complete authority to bind the party on whose behalf he or she is signing, to each and every term of this Agreement.

8. This Agreement, and the Easement granted herein, shall become effective and enforceable immediately upon the recording of this Agreement in the Weber County Recorder's Office.

IN WITNESS WHEREOF, the Grantor and Grantees have each executed this Agreement as of the date indicated and verified by the notary who shall notarize each party's signature.

**GRANTOR:**

Legacy Mountain Estates, LLC,  
a Utah limited liability company

By:  Lewis Group Holdings, LLC,  
a Utah limited liability company

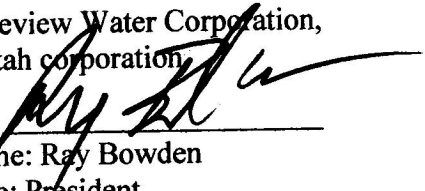
By: \_\_\_\_\_  
Name: John Lewis  
Its: Managing Member

By: Edenview, Co.,  
a Utah corporation


By:  \_\_\_\_\_  
Name: Shane Dunleavy  
Its: President

**GRANTEES:**

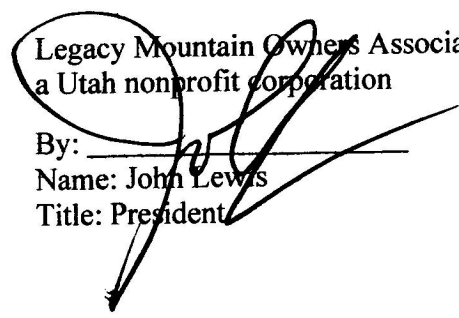
Lakeview Water Corporation,  
a Utah corporation

By:  \_\_\_\_\_  
Name: Ray Bowden  
Title: President

Mountain Sewer Corporation,  
a Utah corporation

By:  \_\_\_\_\_  
Name: Ray Bowden  
Title: President

Legacy Mountain Owners Association, Inc.  
a Utah nonprofit corporation


By:  \_\_\_\_\_  
Name: John Lewis  
Title: President

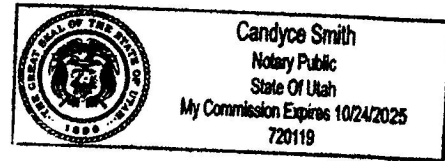
ACKNOWLEDGEMENTS  
(Legacy Mountain Estates, LLC)

STATE OF UTAH                                    )  
  )ss.  
COUNTY OF WEBER                            )

On this 15<sup>th</sup> day of July, in the year 2022, before me Candyce Smith  
a notary public, personally appeared John Lewis, in his capacity as the Managing  
Member of Lewis Group Holdings, LLC, which is a Member of Legacy Mountain Estates, LLC, proved  
on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and  
acknowledged he executed the same.

Witness my hand and official seal

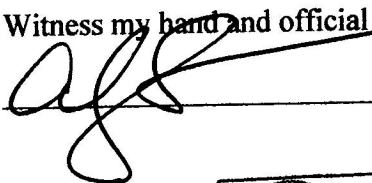
 Notary Public

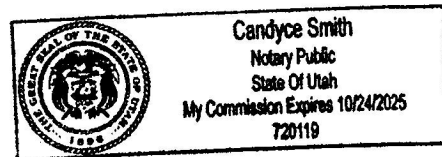


STATE OF UTAH                                    )  
  )ss.  
COUNTY OF WEBER                            )

On this 15<sup>th</sup> day of July, in the year 2022, before me Candyce Smith  
a notary public, personally appeared Shane Dunleavy, in his capacity as the  
President of Edenvue, Co., which is a Member of Legacy Mountain Estates, LLC, proved on the basis  
of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged  
he executed the same.

Witness my hand and official seal

 Notary Public



Notary Acknowledgement

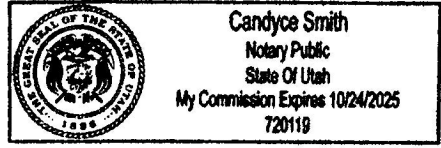
ACKNOWLEDGEMENT  
(Lakeview Water Corporation)

STATE OF UTAH                    )  
  )ss.  
COUNTY OF WEBER            )

On this 15<sup>th</sup> day of July, in the year 2022, before me Candyce Smith  
a notary public, personally appeared Ray Bowden, in his capacity as the President of  
Lakeview Water Corporation, proved on the basis of satisfactory evidence to be the person whose name  
is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

*Candyce Smith* Notary Public






ACKNOWLEDGEMENT  
(Mountain Sewer Corporation)

STATE OF UTAH                    )  
  )ss.  
COUNTY OF WEBER            )

On this 15<sup>th</sup> day of July, in the year 2022, before me Candyce Smith  
a notary public, personally appeared Ray Bowden, in his capacity as the President of  
Mountain Sewer Corporation, proved on the basis of satisfactory evidence to be the person whose name  
is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

 Notary Public

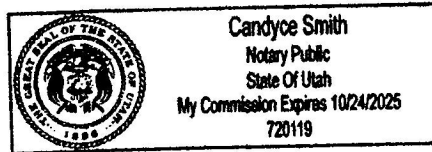




Exhibit "A"  
to  
Utility Easement Agreement

Legal Description of Grantor's Parcel

WEBER COUNTY PARCEL 20-186-0011

ALL OF LOT 11R, LEGACY MOUNTAIN ESTATES PRUD, WEBER COUNTY, UTAH.



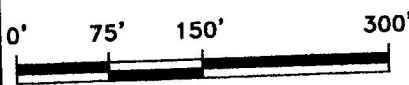
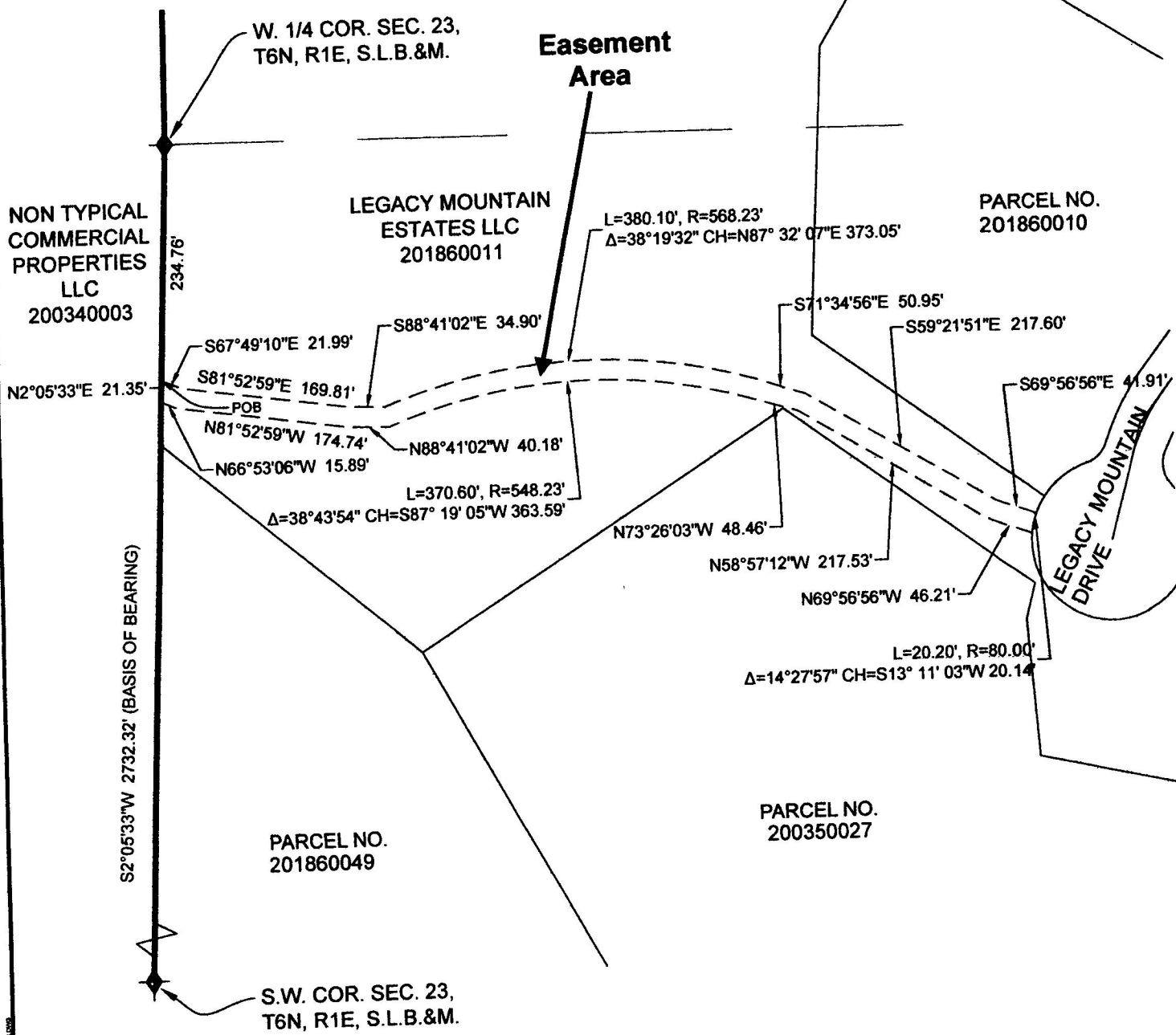
Exhibit "B"  
to  
Utility Easement Agreement

Easement Area Diagram

[see attached diagram consisting of one (1) page]

# EXHIBIT B

EASEMENT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN











Scale in Feet  
1" = 150'

**GARDNER ENGINEERING**  
CIVIL - LAND PLANNING  
MUNICIPAL - LAND SURVEYING  
5150 SOUTH 375 EAST OGDEN, UT  
OFFICE: 801.476.0202 FAX: 801.476.0066



## LEGEND

-  WEBER COUNTY MONUMENT AS NOTED
-  SET 24" REBAR AND CAP
-  MARKED GARDNER ENGINEERING
-  SUBJECT PROPERTY BOUNDARY
-  LOT LINE
-  ADJACENT PARCEL
-  SECTION LINE
-  EASEMENT