

**Easement Agreement**  
**For**  
**Construction and Operation of Water Treatment Facility**

This Easement Agreement (the “Agreement”) is made and entered into as of the date signed below, by Canyon Meadows Home Owners Association, Inc., a Utah nonprofit corporation (“Association”), on the one hand, and Canyon Meadows Mutual Water Company, Utah corporation (“Water Company”), on the other hand. The Association and the Water Company are each a “Party” and collectively, the “Parties”.

**Recitals:**

A. The Association owns the real property located in Wasatch County, Utah, which real property is described on Exhibits A and B, attached hereto and incorporated in this Agreement by reference, and hereinafter referred to as the “Easement Area.” The Easement Area constitutes “Common Area” of the Association, as such term is defined and identified by the Association’s governing documents.

B. Water Company provides water service to the Canyon Meadows Subdivision (the “Subdivision”).

C. Through this Agreement, the Parties establish the Water Company’s easement rights on the Easement Area and the Water Company’s rights to construct a water treatment plant, water tank, and other water facilities and improvements on the Easement Area.

NOW THEREFORE, in consideration of the foregoing, the covenants set forth in this Agreement and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** The Association hereby grants to Water Company, its successors and assigns:
  - (a) a non-exclusive easement across, on, and over the Easement Area for the purpose of installing, constructing, operating, and maintaining an existing or new water treatment plant, water tank, water lines, and related improvements (collectively, the “Water Treatment Facility”);
  - (b) a non-exclusive easement across, on, and over the Association’s roadways for the purpose of ingress and egress to the Water Treatment Facility; and
  - (c) from time to time in the discretion of the Association; a temporary, non-exclusive easement across, on, and over a staging area identified in the separate staging document that may be provided to the Water Company or its contractors by the Association which may include conditions and other requirements in the sole discretion of the Association.

2. Duration. The easements granted under subsections 1(a) and 1(b) shall be perpetual unless otherwise amended, modified, or terminated pursuant to the terms of this Agreement. Any temporary easement granted under subsection 1(c) shall terminate upon the earlier of when it is revoked by the association (which the Association may do at any time and for any reason) or pursuant to the terms of the staging agreement.
3. New Water Treatment Facility. Water Company shall, at its expense:
  - (a) Construct a Water Treatment Facility on and within the Easement Area. The Water Treatment Facility, or portions thereof, has been or will be constructed and maintained in accordance with the plans and specifications submitted by the Water Company to the Association. Water Company has the right to cut and remove timber, trees, brush, and other landscaping elements as necessary to construct, maintain, repair, replace, and upgrade the Water Treatment Facility on the Easement Area.
  - (b) Water Company shall install all the Water Treatment Facility in compliance with (1) all applicable construction and building codes; (2) all other legal requirements related to licensing the person or persons doing the work, the manner in which work is conducted, and the installation of any element of the Water Treatment Facility; (3) the specifications and requirements of the manufacturer of any equipment or other item installed or located by Water Company in the Easement area; and (4) the typical standards in the water industry for the installation and maintenance of equipment, pipelines and other related improvements for the purpose of constructing and operating the Water Treatment Facility. To the extent any of these standards conflict, the higher or more restrictive standard shall apply.
  - (c) Water Company shall maintain and upgrade the Water Treatment Facility as necessary to maintain the elements of such facility (1) in a safe and operable condition; (2) as necessary to protect all of the real and personal property in the Subdivision from damage; and (3) in compliance with the then-current standards identified in the prior paragraph.
  - (d) The Association may decide, in its reasonable discretion, to permit waivers from the requirement of this section from time-to-time as it deems appropriate under the circumstances.
4. Permits and Approvals. Water Company has obtained or will obtain, prior to the time required by applicable governmental authorities, the permits and approvals required by governmental authorities in order to construct and permit Water Company to use the Water Treatment Facility.
5. Right of Access. As set forth in Section 1(b) of this Agreement, the Water Company has the right to use the Association's roadways to access the Water Treatment Facility.
6. Construction Liens. The Water Company shall at all times keep the Easement Area free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of the Water Company related to the installation, construction, inspection, maintenance, repair and replacement of the Water Treatment Facility in the Easement Area.

In the event any lien is recorded against Easement Area or any portion thereof on account of actions by the Water Company or its agents, the Association may initiate action within ten (10) business days of receiving notice of the existence of such lien to have the lien removed from the Easement Area.

7. Restoration and Clean-up. In the event of any damage or destruction to any landscaping, real property, buildings, structures, roadways, improvements of any kind, or any personal property in the Subdivision (collectively, the "Property"), whether such Property is owned by the Association or an owner of a lot in the Subdivision, related to Water Company exercising any rights under this Agreement, the Association may require that the Water Company restore the Property to the condition prior to Water Company's action or shall pay to replace the Property within a reasonable time. Unless otherwise agreed by the Association, the Water Company shall not be entitled to any proration, discount, or reimbursement from Association or an owner of a lot in the Subdivision for old, previously damaged, worn, or otherwise damaged Property which must be replaced. Unless otherwise agreed by the Association, the Water Company shall pay the full replacement cost, if replacement is necessary. Unless otherwise agreed by the Association, the Water Company further agrees to clean up the staging area and restore such staging area to its pre-construction condition within a reasonable time after construction of the Water Treatment Facility is completed.
8. Insurance. Water Company shall obtain and maintain a general liability insurance policy in an amount typical of water companies in Utah insuring against losses, damages, and personal injuries related to the installation and operation of the Water Treatment Facility, and such policy shall name the Association as an additional insured. Water Company shall provide the policy and declarations page to the Association within ten (10) business days of a request.
9. Indemnity. Water Company agrees to indemnify, hold harmless, and defend the Association, its agents and any employees from any and all claims, mechanics liens, demands, damages, actions, personal injury, property damage, and any other liabilities, include attorney's fees and costs, arising out of or from Water Company's operation of the Water Treatment Facility.
10. Notice. Unless otherwise specifically provided, all correspondence and notices to be given pursuant to this Agreement shall be by U.S. Mail, postage prepaid, addressed as follows:

**To Association:**

Canyons Meadows Home Owners Association  
 C/O Jason Sucher  
 460 East 800 North  
 Orem, UT 84059

With a copy to:

- (a) Any current member of the Board of Directors of the Association or any entity acting as such;  
 and

- (b) Any other registered agent for the Association on file with the Utah Division of Corporations.

**To Water Company:**

CMMWC  
d/b/a Canyon Meadows Mutual Water Company  
c/o Richard Kartchner  
9169 Juniper Dr.  
Provo, UT 84604

With a copy to:

- (a) Any other registered agent for the Water Company on file with the Utah Divisions of Corporations

Either Party may designate a new or different individual or address to receive notice by sending notice of the change in notice and by the final and proper recording of a document with the change in notice and contact information for that party. Such a recording may be made unilaterally by either party pursuant to this Agreement, but no change to this Agreement shall be accomplished by any such recording, except as to the notice information. Notice shall always be by certified or registered mail or by hand delivery. Notice shall be valid if attempted by mail to the addresses herein, regardless of whether such address or person designated for notice is no longer valid. Notice shall be effective upon hand delivery to the person named or three days after mailing by registered or certified mail.

- 11. Default. The Parties agree that should if any Party defaults in any of the covenants or agreements contained herein, which default is not corrected within sixty (60) days of receiving notice of the same from the other Party, that the defaulting Party shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Agreement whether litigation is commenced or not.
- 12. Termination for Lack of Use, Failure to Maintain, or for Other Reasons Provided by Law. The easements and all rights to Water Company arising under this Agreement shall expire and terminate if: (1) the Water Company ceases to exist and its rights under this Agreement have not been assigned to another person or entity; (2) the Water Company ceases to operate the Water Treatment Facility for a period of at least one year; (3) the Water Company fails to maintain the Water Treatment Facility such that it causes a threat to the safety of persons and their real and personal property in the Subdivisions; (3) or there exists any other reason at law or in equity resulting in the termination of the easements, including but not limited to abandonment of the easement or any material breach or default of this Agreement as determined by a court.
- 13. Transfer and Assignments. Water Company is not be permitted to lease, lend, sublease, or allow any other person or entity to utilize any rights under this Agreement without the prior

written consent of Association, which consent shall not be unreasonably withheld. Water Company shall not be permitted to use the Easement Area for any other purpose other than as stated in this Agreement. Any assignee or subsequent transferee of any rights under this Agreement shall be bound by all of the provisions of this Agreement.

14. Successors and Assigns. The terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their successors and assigns. If the Association shall ever be dissolved or cease to exist as a nonprofit corporation, this Agreement shall be binding upon and inure to the benefit of the owners of lots within the Subdivision regardless of how they are subsequently legally organized (whether it is a new corporation or other entity), or if unorganized, to the unincorporated association of the owners of the Subdivision.
15. Entire Agreement. Except for staging instructions and permission, this Agreement constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated in their entirety and are of no force and effect. Any and all exhibits attached hereto are incorporated herein by reference.
16. Modification or Amendments. No amendment or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.
17. Covenants Run with the Land. This Agreement, including the easements, rights, and obligations granted or created hereby, shall constitute covenants running with the Easement Area and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns, including any future owner of the Easement Area. This Agreement may be recorded with the Wasatch County Recorder's office against the Easement Area, and the Parties expressly authorize the recording Party to add any further identifying information to this Agreement as may be required by the Wasatch County Recorder's office to effectuate such recording.
18. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.
19. Waiver. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach.
20. Applicable Law and Severability. This Agreement shall, in all respects, be governed by the internal laws of the State of Utah, excluding local laws governing choice of law. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this document which is affected shall be curtailed and limited to the extent necessary to bring it within the requirements of the law.

- 21. Captions. The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.
- 22. Construction. The Parties hereto acknowledge that they were represented by competent counsel in connection with the negotiation, drafting and execution of this Agreement, and that this Agreement shall not be subject to the principle of construing their meaning against the Party that drafted this Agreement.
- 23. Capacity to Execute. Each person signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the covenants and obligations contained herein.
- 24. Counterparts/Signatures. This Agreement may be executed in counterparts, and signatures hereon delivered by facsimile or electronic mail shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CANYON MEADOWS MUTUAL WATER COMPANY**, a Utah corporation

By *Richard M. Kartzner*

Its: *Pres.*

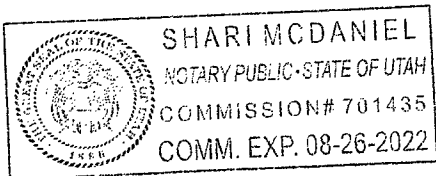
**CANYON MEADOWS HOME OWNERS ASSOCIATION, INC.**,  
a Utah nonprofit corporation

By \_\_\_\_\_

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

STATE OF UTAH                    )  
                                          *Utah*                    ): ss.  
COUNTY OF ~~SALT LAKE~~    )

On *June 20, 2020*, personally appeared before me *Richard M. Kartzner*, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



*Shari McDaniel*  
Notary Public



**FILTER BUILDING**

LOCATED IN A PARCEL OF LAND LABELED AS COMMON AREA ON CANYON MEADOWS PLAT B SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S88°01'13"E ALONG THE NORTH LINE OF SAID COMMON AREA A DISTANCE OF 479.63 FEET AND SOUTH 238.12 FEET FROM THE NORTHWEST CORNER OF SAID COMMON AREA;

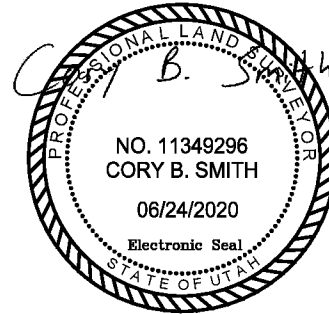
THENCE S36°15'19"E 111.63 FEET;

THENCE S60°36'43"W 113.30 FEET;

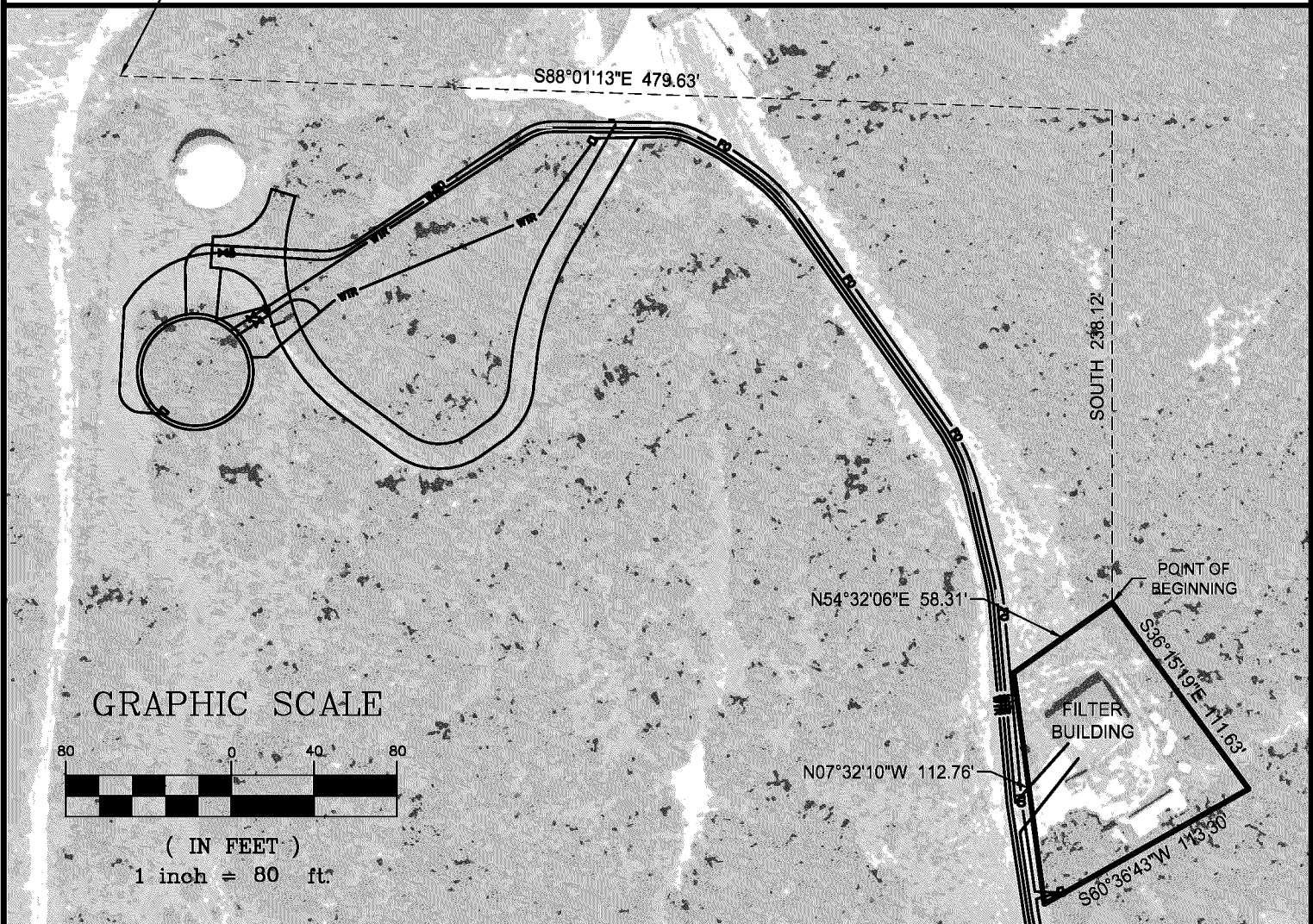
THENCE N07°32'10"W 112.76 FEET;

THENCE N54°32'06"E 58.31 FEET TO THE POINT OF BEGINNING

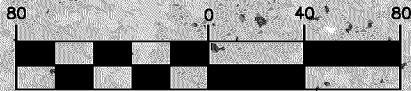
CONTAINING 0.21 ACRES MORE OR LESS



NW COR OF "COMMON AREA"  
CANYON MEADOWS PLAT "B"  
SUBDIVISION



**GRAPHIC SCALE**



( IN FEET )

1 inch = 80 ft.



**Jones & DeMille Engineering, Inc.**

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SCALE: 1" = 80'

WASATCH COUNTY

FIGURE: 1

CANYON MEADOWS WATER SYSTEM

FILTER SITE LEGAL DESCRIPTION

DRAWN: CBS 06/24/20	FILE: 1903-095 EASEMENTS	PROJECT: 1903-095	SHEET: 1
CHECK:	UPDATED: 6/24/2020	PLOTTED: 6/24/2020	



**TANK SITE**

LOCATED IN A PARCEL OF LAND LABELED AS COMMON AREA ON CANYON MEADOWS PLAT B SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID COMMON AREA;

THENCE S88°01'13"E ALONG THE NORTH LINE OF SAID COMMON AREA A DISTANCE OF 275.98 FEET;

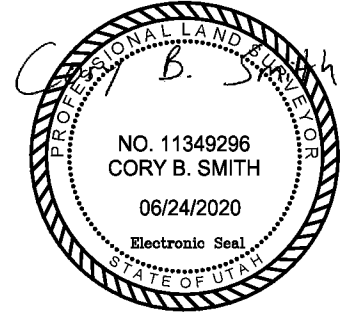
THENCE S28°09'57"E 13.88 FEET;

THENCE S23°38'44"W 181.72 FEET;

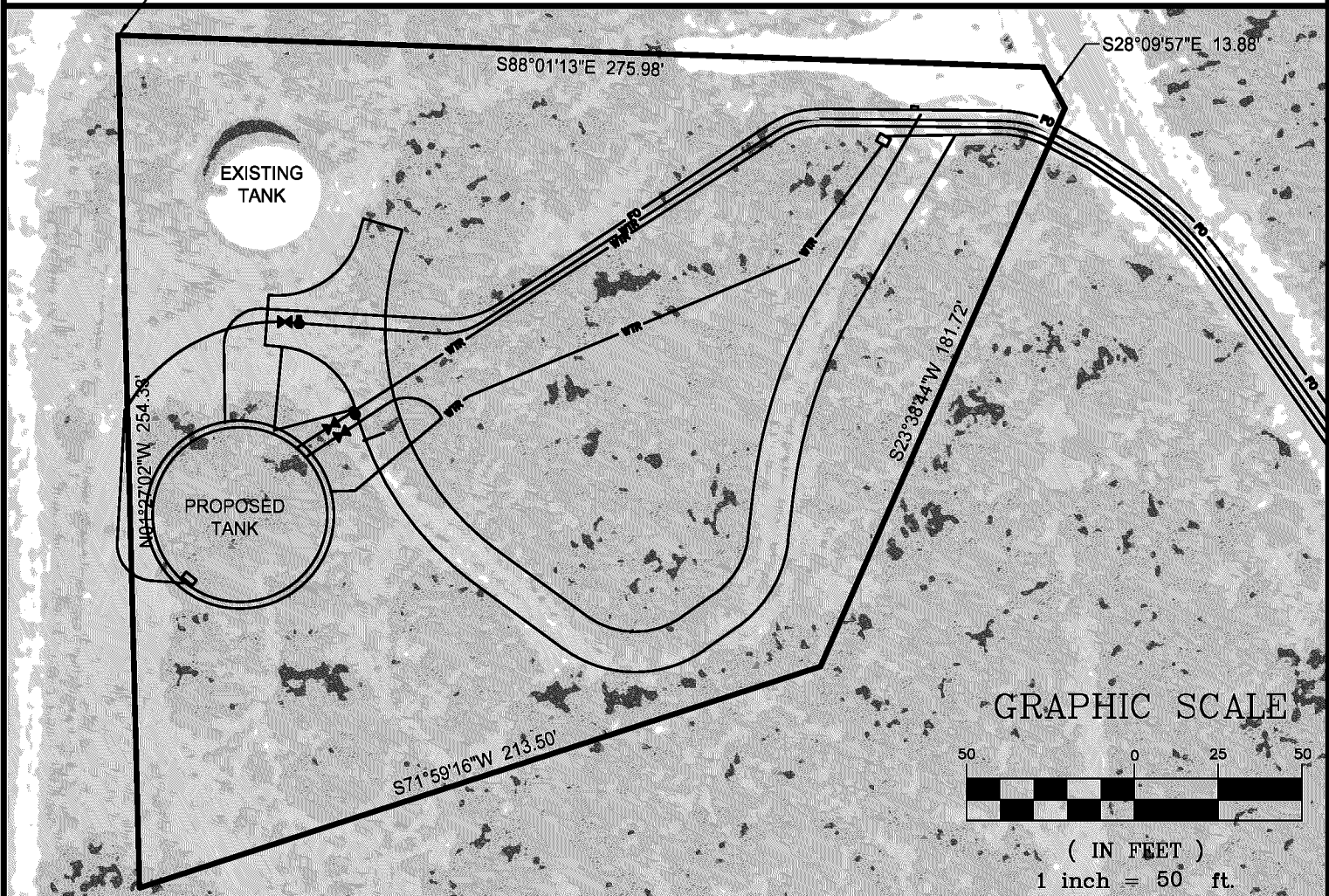
THENCE S71°59'16"W 213.50 FEET MORE OR LESS TO THE WEST LINE OF SAID COMMON AREA;

THENCE N01°27'02"W ALONG THE WEST LINE OF SAID COMMON AREA A DISTANCE OF 254.33 FEET TO THE POINT OF BEGINNING;

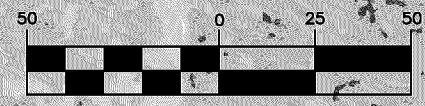
CONTAINING 1.19 ACRES MORE OR LESS



POINT OF BEGINNING  
NW COR OF "COMMON AREA"  
CANYON MEADOWS PLAT "B"  
SUBDIVISION



**GRAPHIC SCALE**



( IN FEET )  
1 inch = 50 ft.



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SCALE: 1" = 50'

WASATCH COUNTY		FIGURE: 1
CANYON MEADOWS WATER SYSTEM		
TANK SITE LEGAL DESCRIPTION		
DRAWN: CBS 06/24/20	FILE: 1903-095 EASEMENTS	PROJECT: 1903-095
CHECK:	UPDATED: 6/24/2020	PLOTTED: 6/24/2020
		SHEET: 1

## Affected Parcels

<b>Parcel Number</b>	<b>Acreage</b>	<b>Address / Description</b>
00-0012-9028	0.23	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows Property at water tank
00-0012-7550	16.61	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows HOA Property around the tank not including water tank
00-0012-9036	0.37	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows HOA Property at Water Treatment Plant