

ENTRY NO. 01156200

02/23/2021 10:56:11 AM B: 2643 P: 0256

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RHONDA FRANCIS, SUMMIT COUNTY RECORDER  
FEE 72.00 BY CW LARSEN VILLAGE LLC



When Recorded, Mail To:

CW Larsen Village, LLC  
ATTN: Legal Department  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

Tax Parcel No.(s):

(Space Above for Recorder's Use Only)

### UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Easement") is made and entered into as of the 22 day of February, 2021, by and between CW LARSEN VILLAGE, LLC, a Utah limited liability company, a Utah limited liability company ("Grantor") and QUESTAR GAS COMPANY, dba DOMINION ENERGY, a Utah corporation ("Grantee"). The Parties may be referred to herein collectively as "Parties" or, individually, each a "Party".

### RECITALS

A. Grantor is the fee simple owner of that certain parcel of real property located in Summit County, State of Utah, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee provides natural gas utility services which will serve the Grantor Property.

C. Grantor desires to grant a permanent, non-exclusive utility easement over the portion of the Grantor Property, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area").

D. The Parties desire to enter into this Easement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a permanent, utility easement over, on, upon, and across the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein.

3. Purpose of Easement. The Easement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, replacing, and repairing gas lines along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be deemed necessary for Grantee's intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purpose of this Easement, and shall be allowed to use temporary workspace adjacent to the Easement Area as reasonably necessary to accomplish the purposes of this Easement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements, except for any roadway or parking lot, within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Grantor shall not (a) change the contour within the Easement Area without prior written consent of Grantee, such consent not to be unreasonably withheld, conditioned or delayed; (b) plant deep-rooted trees, or vegetation that will damage Grantee's facilities within the Easement Area; or (c) place personal property within the Easement Area which unreasonably interferes with Grantee's access to the Easement Area or which impairs the safe operation and maintenance of Grantee's facilities.

5. Restoration. Upon completion of any repair or maintenance work contemplated by this Easement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

6. Abandonment; Termination. This Easement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by Grantee conveying and abandoning or terminating this Easement.

7. Warranty of Title and Authority. The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Grantor Property subject to this Easement.

8. Amendment. This Easement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

9. Binding in Perpetuity. This Easement is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both the Grantor and Grantee.

10. Governing Law; Venue. The Parties acknowledge that this Easement was entered into in the State of Utah. This Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may

direct the application of laws of another jurisdiction. Venue for any legal action arising under this Easement shall be in the district court in Salt Lake County, Utah.

11. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

12. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Easement.

13. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

14. Entire Easement. This instrument constitutes the entire Easement between the Parties and supersedes all previous discussions, understandings, and Easements between the Parties relating to the subject matter of this Easement.

15. Effective Date. The Effective Date of this Easement shall mean the date listed on the signature page.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

CWLTV

CW LARSEN VILLAGE, LLC,  
a Utah limited liability company

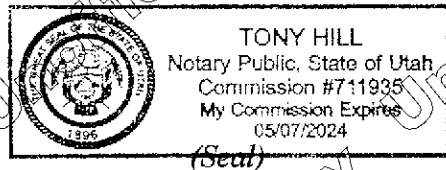
By: *Darlene Carter*

Its: MANAGER  
Title

State of Utah )  
County of DAVIS )

On this 18 day of FEBRUARY, 2021, personally appeared before me DARLENE CARTER who being by me duly sworn did say that she/he is the MANAGER of CW LARSEN VILLAGE, LLC, a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating Easement; and duly acknowledged to me that said limited liability company executed the same.

*Tony Hill*  
(Notary Public)



**EXHIBIT "A"**  
**GRANTOR PROPERTY**

**CWLV PROPERTY**

LOT 16 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON  
FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT. 6.78 AC.

Parcel No. SCVC-16 (for reference purposes only)

**EXHIBIT "B"  
EASEMENT AREA**

**10' PUBLIC UTILITY EASEMENT**

**EASEMENT 'A':**

An easement lying within the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East 447.95 feet along the northerly line of said Section 22 and thence South 326.80 feet to the true **Point of Beginning**, said point being the west corner of Lot 135 of the Silver Creek Village Center Lot 13 & 16 Subdivision Plat, Entry No. 1147487 and running thence North 22°44'59" East 252.05 feet to a point on a 175.00 foot radius non-tangent curve to the left, the center of which bears North 49°54'29" East, thence Southeasterly 11.07 feet along the arc of said curve through a central angle of 03°37'24" (chord bears South 41°54'13" East 11.07 feet); thence South 22°44'59" West 237.31 feet; thence South 67°15'01" East 370.11 feet; thence South 76°24'22" East 103.06 feet to a point on a 63.00 foot radius non-tangent curve to the left, the center of which bears South 88°18'52" East; thence Southerly 10.45 feet along the arc of said curve through a central angle of 09°30'14" (chord bears South 03°03'59" East 10.44 feet); thence North 76°24'22" West 106.85 feet; thence North 67°15'01" West 380.91 feet to the Point of Beginning.

Containing 7,249 square feet or 0.17 acres, more or less.

This easement is contained within Parcel SCVC-13-16-129, SCVC-13-16-130, SCVC-13-16-131, SCVC-13-16-132, SCVC-13-16-133, SCVC-13-16-134, SCVC-13-16-135, SCVC-13-16-136, SCVC-13-16-137, SCVC-13-16-138, SCVC-13-16-139.

**EASEMENT 'B':**

An easement lying within the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East 622.42 feet along the northerly line of said Section 22 and thence South 146.71 feet to the true **Point of Beginning**, said point being the northeast property line of Lot 139 of the Silver Creek Village Center Lot 13 & 16 Subdivision Plat, Entry No. 1147487 and running thence South 22°44'59" West 121.81 feet; thence South 67°15'01" East 281.58 feet; thence North 13°35'38" East 123.79 feet to a point on a 619.70 foot radius non-tangent curve to the left, the center of which bears North 20°32'43" East; thence Easterly 10.06 feet along the arc of said curve through a central angle of 00°55'50" (chord bears South 69°55'12" East 10.06 feet); thence South 13°35'38" West 223.42 feet; thence North 76°24'22" West 10.00 feet; thence North 13°35'38" East 90.64 feet; thence North 67°15'01" West 283.20 feet; thence South 22°44'59" West 90.95 feet; thence North 67°15'01" West 10.00 feet; thence North

22°44'59" East 222.75 feet; thence South 67°15'01" East 10.00 feet to the Point of Beginning.

Containing 7,291 square feet or 0.17 acres, more or less.

This easement is contained within Parcel SCVC-13-16-125, SCVC-13-16-126, SCVC-13-16-127, SCVC-13-16-128, SCVC-13-16-129, SCVC-13-16-130, SCVC-13-16-131, SCVC-13-16-132, SCVC-13-16-133, SCVC-13-16-134, SCVC-13-16-135, SCVC-13-16-136, SCVC-13-16-137, SCVC-13-16-138, SCVC-13-16-139.

