

WHEN RECORDED, RETURN TO:

Flagship Development, Inc.  
1250 E. 200S. Suite 1D  
Lehi, UT 84043

Affects Parcel ID Nos. 55-887-0001 through 0090 inclusive,  
and 55-887-0093 through 00106 inclusive

### **DESIGNATION AND GRANT OF NON-EXCLUSIVE PUBLIC UTILITY EASEMENT**

This DESIGNATION AND GRANT NON-EXCLUSIVE PUBLIC UTILITY EASEMENT is made this 2nd day of October, 2019, by Flagship Development, Inc., a Utah corporation, and Waters Edge Homeowners Association, a Utah corporation (“Grantor”). The Public Utility Easements described herein are given to supplement those previously dedicated and described in the residential subdivision plat for Windsor at Waters Edge, Plat “A”, recorded March 26, 2019, as Entry No. 24608:2019, and do not in any way limit existing public utility easements.

Grantor hereby grants to all duly licensed and approved public utility providers, including but not limited to natural gas, storm drain, sewer, water, and communications providers (collectively “Grantees”), a non-exclusive easement over, beneath, and across an area ten feet (10’) deep along the frontage of each building lot parcel that abuts a roadway or common area as depicted in attached Exhibit “A” (the “Easement Designation”). The Easement Designation affects those parcels described in Exhibit “B.” The Easement Designation is given for the purpose of installing, maintaining, and operating equipment and facilities above and below ground as may be necessary or desirable in providing public utility services to property affected by the Easement Designation, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees, and vegetation that may have been placed within the Easement Designation. At no time may any permanent structure be placed within the Easement Designation which interferes with the use of the easements, without first obtaining the written approval of the applicable Grantee(s).

Those persons or entities, in addition to Grantor, with an existing interest in any parcel described in Exhibit “B” have consented to this Easement Designation by their execution of a Consent to Plat Amendment and Special Power of Attorney given in favor of Grantor for this purpose (the “Consent Documents”) and which have been recorded on those parcels for which they hold an interest. The forms of such Consent Documents are attached hereto as Exhibit “C” and incorporated herein.

The easement(s) granted herein is/are subject to the condition that the Grantee shall indemnify and hold harmless the Grantor and its heirs, successors, or assigns, against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation, or maintenance of public utilities provided for in this grant of easement. The Grantor’s right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon timely notice to the Grantee of any claim or demand which would cause a direct claim or indemnification claim against the Grantee.

*[Signatures on following page.]*

IN WITNESS WHEREOF, Grantor has executed this Designation and Grant of Non-Exclusive Public Utility Easements as of the date first indicated above.

GRANTOR(S):

Flagship Development, Inc.

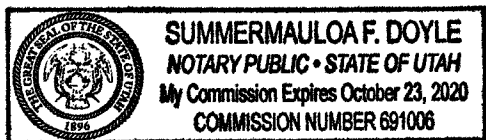
By: [Signature]  
Name: Peter Evans  
Its: Director and Authorized Agent

Waters Edge Homeowners Association

By: [Signature]  
Name: Terry Wade  
Its: Authorized Agent

STATE OF UTAH )  
ss. :  
COUNTY OF UTAH )

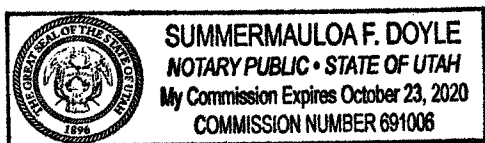
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October 2019, by Peter Evans, Director and duly authorized agent of and for Flagship Development, Inc.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
:ss.  
COUNTY OF UTAH )

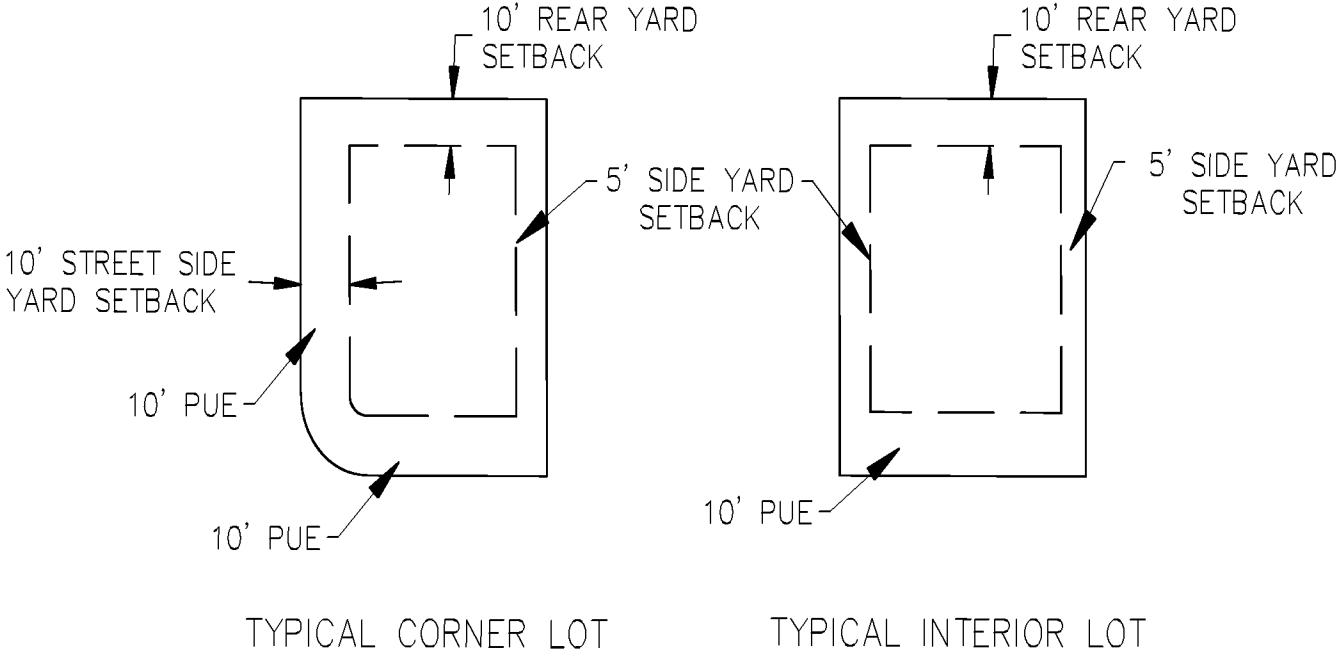
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October 2019, by Terry Wade a duly authorized agent of and for Water Edge Homeowners Association.



[Signature]  
NOTARY PUBLIC

# EXHIBIT A

## Depiction of Easement Designation



### ZONE SFD-C

### SETBACK AND EASEMENT DETAIL

**EXHIBIT "B"**

**Affected Parcels**

**All of Lots 1 through 90, and all private roadway and common area parcels, Windsor at Waters Edge, Plat "A", a residential subdivision, on file and of record in the office of the Utah County Recorder.**

(For Reference Purposes; Tax Parcel ID Nos. 55-887-0001 through 0090 inclusive, and 55-887-0093 through 00106 inclusive.)

**EXHIBIT "C"**

**Form of Consent Documents (Attached)**

When Recorded, Return to:  
Flagship Development, Inc.  
1250 East 200 South, Suite 1D  
Lehi, UT 84043  
Affects Parcel No.

**EXHIBIT "C" - Form of Owner Consent**

**CONSENT TO PLAT AMENDMENT and SPECIAL POWER OF ATTORNEY  
(Owner)**

**Consent:**

The undersigned, as Owner of the Property described herein, hereby acknowledges and consents to the recording of a subdivision plat amendment or other corrective document for WINDSOR AT WATERS EDGE, A Residential Subdivision, (the "Subdivision") located in Utah County, State of Utah, for the limited purpose of correcting or amending the width and/or locations of the public utility easements shown thereon, and/or making other non-material typographical or clerical corrections (the "Plat Amendment"). The original plat for the Subdivision was recorded March 26, 2019, as Entry No. 24608:2019.

The Owner has purchased or will soon purchase a lot (the "Property") located within the Subdivision described as follows:

**LOT \_\_\_\_\_, PLAT "A", WINDSOR AT WATERS EDGE, A RESIDENTIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.**

**Special Power of Attorney:**

The undersigned Owner hereby appoints the plat declarant, Flagship Development, Inc., a Utah corporation ("Agent"), as their attorney-in-fact and agent with full power and authority to perform all necessary functions, address all necessary matters, and execute all required documents as needed to bring about and finalize the Plat Amendment as described herein only.

This Special Power of Attorney is effective only as it relates to the Plat Amendment as described herein and for no other purpose and shall remain in force only until the subject Plat Amendment is recorded and of record, or a prior written revocation is delivered to Agent by Owner. This document may be recorded by Agent as may be required and in its reasonable discretion.

IN WITNESS WHEREOF, the undersigned has executed this Consent to Plat Amendment and Special Power of Attorney this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Owner:

(Unsigned for Exhibit/Reference Purposes Only)

Owner







