



ENT 12099:2019 PG 1 of 19
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Feb 13 2:56 pm FEE 0.00 BY MA
 RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, RETURN TO:

Eagle Mountain City
 c/o Fionnuala Kofoed, City Recorder
 1650 E. Stagecoach Run
 Eagle Mountain, UT 84005

**GRANT OF EASEMENT
 FOR CONSTRUCTION, OPERATION, MAINTENANCE AND
 REPLACEMENT OF MUNICIPAL WATER LINE**

Monte Vista Ranch, L.C., a Utah limited liability company, whose address is 1019 E Hunter Lane, Eagle Mountain Utah 84005 and Lake Mountain Development LLC, a Utah limited liability company, whose address is 1019 E Hunter Lane, Eagle Mountain, Utah 84005 (collectively referred to as “Grantor”), does hereby convey and warrant to Eagle Mountain City, Utah, a municipal corporation of the state of Utah, whose address is 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005 the “City” or “Grantee”, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and right-of-way across certain parcels of real property owned by Grantor located in Eagle Mountain, Utah County, State of Utah, as more particularly described in **Exhibit A** attached hereto and incorporated herein (“Grantor’s Land”), for the purposes as more fully described herein. Grantor and the City are sometimes referred to individually as a “Party” and collectively as the “Parties”

1. Water Line Easement.

a. Grantor hereby grants to the City a perpetual non-exclusive easement for one or more underground water lines (“Water Line Easement”), for the purpose allowing the City to construct, reconstruct, operate, maintain, repair, relocate, enlarge, alter, remove and replace one or more underground water lines within the area of the Water Line Easement granted herein (“City Improvements”) for the use of the City as necessary and as may be permitted by the City in the exclusive discretion of the City, on, over, across, through and under portions of Grantor’s Land which is more specifically described on **Exhibit B**, attached hereto and incorporated herein (the “Water Line Easement Area”).

b. Grantor may use the Water Line Easement Area for any purpose that is not inconsistent with the purposes for which the Water Line Easement is granted, provided that Grantor will not interfere with or restrict Grantee’s use of the Water Line Easement.

c. The City shall be responsible, at the City's sole cost and expense, for the engineering, design, permitting, excavation, construction, installation, and maintenance of any and all City Improvement, as well as any proposed modification by the City to the City Improvements.

2. Access.

The City shall have a right of access along and within the Water Line Easement Area and a perpetual right of ingress and egress to and from and along Grantor's Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Water Line Easement is granted. The Grantor covenants that it will not construct or erect or allow or cause to be constructed or erected any permanent structure of any kind on the Water Line Easement, except as required by the City. The Grantor agrees that the City may enter on the premises subject to this Water Line Easement and remove all improvements which may interfere with the use of the Water Line Easement by the City. The Grantor specifically waives and releases the City from any and all liability and claims for the removal of plants, trees and other improvements by the City under the provisions of this Water Line Easement

3. Indemnification.

The Water Line Easement granted herein is subject to the condition that the Grantee shall protect, defend, indemnify and hold harmless, the Grantor, its heirs, successors, and assigns against any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees, from any actual damage to persons or property or any violation of law arising from or caused by the acts of the City, its contractors or agents, during the construction, operation, use, or maintenance of the City Improvements provided for in this easement; the Grantors right to indemnification or to be held harmless by the City under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the City of any claim or demand which would cause a claim against the City and upon the City's right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor.

4. Termination.

If Grantee elects to abandon the Water Line Easement, the City shall execute and record a termination of the Water Line Easement with the Utah County Recorder's Office and remove all City Improvements at the City's own expense.

5. Payment.

The City shall pay the Grantor the sum of \$281,200.00 (Two Hundred Eighty-One Thousand and Two Hundred Dollars) within thirty (30) days following the Effective Date as compensation for the Water Line Easement granted herein. Grantor may terminate this Water Line Easement upon written notice to the City if the City fails to pay such amounts when due.

6. Miscellaneous Provisions.

a. Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Water Line Easement described herein.

b. Amendments; Severability. This Water Line Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or its heirs, successors, and assigns. If any term or provision of this Water Line Easement or any application thereof shall be unenforceable, the remainder of this Water Line Easement and any other application of any such term or provision shall not be affected thereby, and each provision of this Water Line Easement shall be valid and enforceable to the fullest extent permitted by law.

c. Attorneys' Fees. If brought by either Party against the other Party, relating to or arising out of this Water Line Easement, or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding.

d. Interpretation. The section headings of this Water Line Easement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Water Line Easement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Water Line Easement. The use in this Water Line Easement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

e. No Waiver. The failure to enforce or perform any provision of this Water Line Easement shall not be deemed a waiver of any such right.

f. Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and the City and their respective heirs, successors, and assigns.

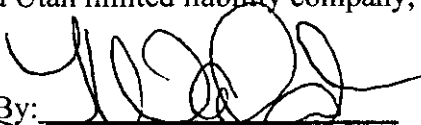
g. Governing Law. This Water Line Easement is made and executed under and in all respects shall be governed and construed by the law of the State of Utah.

[Signatures Included on the Following Page]

WITNESS the hand of said Grantor this 16th day of January, 2019.

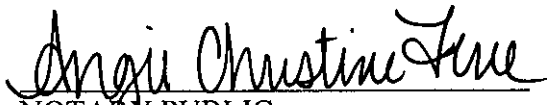
GRANTOR:
Monte Vista Ranch, L.C.,
a Utah limited liability company

By: MVR Management LLC,
a Utah limited liability company, its Manager

By: 
Tiffany A. Walden, Manager

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 16th day of January, 2019, personally appeared before me the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by, for, or on behalf of the Grantor.



NOTARY PUBLIC
RESIDING AT: Eagle Mountain, UT

My Commission Expires: 11-05-19



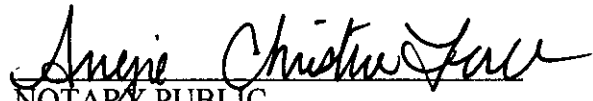
WITNESS the hand of said Grantor this 16th day of January, 2019.

GRANTOR:
Lake Mountain Development LLC
a Utah limited liability company

By: 
Tiffany A. Walden, Manager

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 16th day of January, 2019, personally appeared before me the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by, for, or on behalf of the Grantor.


NOTARY PUBLIC
RESIDING AT: Eagle Mountain, UT

My Commission Expires: 11-05-2019



EXHIBIT A**Legal Description of Grantor's Land****Serial Number:** 59-017-0004**Legal Description:** COM N 385 FT FR SW COR. SEC. 17, T6S, R1W, SLB&M.; E 3960 FT; N 385 FT; W 5670 FT; S 385 FT; E 1710 FT TO BEG. AREA 50.114 AC.**Serial Number:** 59-017-0005**Legal Description:** COM N 1540 FT FR SW COR. SEC. 17, T6S, R1W, SLB&M.; W 1710 FT; N 385 FT; E 5670 FT; S 385 FT; W 3960 FT TO BEG. AREA 50.114 AC.**Serial Number:** 59-018-0015**Legal Description:** COM S 1.2 FT & E 879.68 FT FR S 1/4 COR. SEC. 18, T6S, R1W, SLB&M.; N 3 DEG 7' 31" E 1089.63 FT; N 2 DEG 7' 48" E 449.85 FT; E 1677.17 FT; E 33.83 FT; S 1 DEG 15' 29" W 770.19 FT; W 1726.92 FT; S 385 FT; E 1710 FT; E 8.46 FT; S 1 DEG 15' 29" W 385.08 FT; N 89 DEG 55' 14" W 1753.31 FT TO BEG. AREA 45.867 AC.**Serial Number:** 59-019-0008**Legal Description:** COM AT N 1/4 COR. SEC. 19, T6S, R1W, SLB&M.; S 0 DEG 11' 17" W 1918.8 FT; W 76.21 FT; N 25 FT; W 50 FT; S 50 FT; E 50 FT; N 24.99 FT; E 76.21 FT; S 0 DEG 11' 17" W 747.04 FT; S 0 DEG 11' 17" W 1334.25 FT; N 89 DEG 52' 17" W 1320.68 FT; S 0 DEG 16' 20" W 1333.42 FT; N 89 DEG 50' 6" W 1322.64 FT; N 0 DEG 21' 24" E 2060.53 FT; S 88 DEG 55' 5" E 2240.46 FT; N 3 DEG 11' 17" E 3313.97 FT; S 89 DEG 55' 21" E 225.58 FT TO BEG. AREA 106.936 AC.**Serial Number:** 59-030-0003**Legal Description:** PART LOTS 1 2 3 & 4; SW 1/4 OF NE 1/4; SE 1/4 OF NW 1/4; E 1/2 OF SW 1/4; S 1/2 OF SE 1/4; NE 1/4 OF SE 1/4; NE 1/4 OF NW 1/4; N 1/2 OF NE 1/4 ALL IN SEC 31, T6S, R1W, SLB&M. AREA 548.717 AC.**Serial Number:** 59-069-0002**Legal Description:** COM AT NW COR. SEC. 36, T6S, R2W, SLB&M.; S 89 DEG 21' 28" E 2582.01 FT; S 89 DEG 24' 13" E 2405.78 FT; S 5283.44 FT; E 307.45 FT; S 0 DEG 14' 36" W 53.98 FT; N 89 DEG 37' 47" W 2667.67 FT; N 88 DEG 48' 20" W 2557.91 FT; N 0 DEG 4' 27" W 2660.28 FT; N 1 DEG 25' 41" W 2661.39 FT TO BEG. AREA 605.137 AC.

Serial Number: 59-069-0003

Legal Description: COM E 82.5 FT FR NE COR. SEC. 36, T6S, R2W, SLB&M.; W 412.5 FT; S 5280 FT; E 825 FT; N 1056 FT; W 412.5 FT; N 4224 FT TO BEG. AREA 60.000 AC.

Serial Number: 59-018-0037

Legal Description: COM N 2253.61 FT & E 37.06 FT FR S 1/4 COR. SEC. 18, T6S, R1W, SLB&M.; N 0 DEG 56' 32" E 412.55 FT; N 0 DEG 56' 32" E 2626.32 FT; S 89 DEG 39' 49" E 1430.84 FT; ALONG A CURVE TO R (CHORD BEARS: S 78 DEG 0' 14" E 1212.59 FT, RADIUS = 3000 FT) ARC LENGTH = 1221.00 FEET; N 0 DEG 20' 11" E 93 FT; N 0 DEG 20' 11" E 7.41 FT; ALONG A CURVE TO R (CHORD BEARS: S 66 DEG 28' 51" E 44.93 FT, RADIUS = 3046.5 FT) ARC LENGTH = 44.93 FEET; S 1 DEG 16' 0" W 2458.83 FT; S 1 DEG 15' 29" W 734.71 FT; W 1705.14 FT; N 2 DEG 7' 48" E 295.09 FT; N 87 DEG 43' 58" W 944.77 FT TO BEG. AREA 195.704 AC.

EXHIBIT B**Water Line Easement Area Legal Description**

Serial Number: 59-017-0004

Legal Description for Water Line Easement: Beginning at a point on being South 89°56'11" East, along the south line of Section 18, 879.69 feet and North 03°07'52" East 382.89 feet and East 22.37 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian and running thence North 385.00 feet; thence East 28.73 feet; thence South 03°07'52" West 385.58 feet; thence West 7.67 feet to the Point of Beginning.

Contains 7,008 Sq. Ft. or 0.16 Acres

Serial Number: 59-017-0005

Legal Description for Water Line Easement: Beginning at a point on east line of that certain property described by Special Warranty Deed recorded June 28, 2018 as Entry No. 60821:2018 in the office of the Utah County Recorder, said point also being South 89°56'11" East, along the south line of Section 18, 879.69 feet and North 03°07'52" East 1089.32 feet and North 02°07'03" East 449.94 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian and running thence North 02°07'03" East, along said east line, 385.36 feet; thence North 89°59'25" East 30.02 feet; thence South 02°07'03" West 385.36 feet; thence West 30.02 feet to the Point of Beginning.

Contains 11,561 Sq. Ft. or 0.27 Acres

Serial Number: 59-018-0015

Legal description for Water Line Easement: Beginning at a point on the south line of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point also being the east line of that certain property described by Special Warranty Deed recorded June 28, 2018 as Entry No. 60821:2018 in the office of the Utah County Recorder, said point also being South 89°56'11" East, along said south line, 879.69 feet from the South Quarter Corner of said Section 18 and running thence, along said Special Warranty Deed the following two (2) courses, 1) North 03°07'52" East 1089.32 feet, 2) North 02°07'03" East 449.94 feet; thence East 30.02 feet; thence South 02°07'03" West 451.31 feet; thence South 03°07'52" West 319.48 feet to the northerly line of Monte Vista Ranch LC (Parcel No. 59:017:0004); thence along the boundary of said Parcel No. 59:017:004 the following three (3) courses: 1) West 28.73 feet, 2) South 385.00 feet, 3) East 7.67 feet; thence South 03°07'52" West 382.92 feet to the aforesaid south line of Section 18; thence, along said south line, North 89°56'11" West 30.04 feet to the Point of Beginning.

Contains 39,170 Sq. Ft. or 0.90 Acres

Serial Number: 59:019:0008

Legal Description for Water Line Easement: Beginning at a point on the north line of the southeast quarter of the southwest quarter of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 89°48'33" West, along the section line, 297.00 feet and North 03°13'04" East 1336.24 feet from the South Quarter Corner of said Section 19 and running thence, along the said north line, North 89°51'16" West, 30.04 feet; thence North 03°13'04" East 1962.92 feet; thence North 48°13'01" East 100.19 feet; thence North 03°13'01" East 77.38 feet; thence North 41°46'59" West 100.18 feet; thence North 03°13'04" East 1823.41 feet to the north line of aforesaid Section 19; thence, along the said north line of Section 19, South 89°53'59" East 44.22 feet to the North Quarter Corner of said Section 19; thence South 00°10'58" West 15.00 feet; thence North 89°53'59" West 14.97 feet; thence South 03°13'04" West 1797.59 feet; thence South 41°46'59" East 100.18 feet; thence South 03°13'01" West 102.24 feet; thence South 48°13'01" West 100.19 feet; thence South 03°13'04" West 1948.89 feet to the Point of Beginning.

Contains 122,141 Sq. Ft. or 2.80 Acres.

Serial Number: 59:030:0003

Legal Description for Water Line Easement

Beginning at a point on the southerly line of Section 30, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 89°19'43" West, along said southerly line, 567.94 feet from the South Quarter Corner of said Section 30 and running; thence South 03°13'04" West 30.03 feet; thence North 89°19'43" West 2023.42 feet to the west boundary line of the Grantor's land; thence North 30.00 feet to a point on the southerly line of Section 30; thence South 89°19'43" East 2025.11 feet along said southerly line to the Point of Beginning.

Contains 60,728 Sq. Ft. or 1.394 Acres.

Serial Number: 59:069:0002

Legal Description for Water Line Easement

Beginning at a point on the southerly line of Section 25, Township 6 South, Range 2 West, Salt Lake Base and Meridian, said point also being North 89°24'21" West, along said southerly line, 330.00 feet from the Southeast Corner of said Section 25 and running; thence South 30.00 feet; thence North 89°24'21" West 1083.73 feet; thence North 00°56'25" East 30.00 feet to the southerly line of said Section 25; thence South 89°24'21" East 1083.24 feet along said southerly line to west boundary line of the Grantor's land and the Point of Beginning.

Contains 32,505 Sq. Ft. or 0.746 Acres.

Serial Number: 59:069:0003

Legal Description for Water Line Easement: Beginning at the southwest corner of Section 30, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running; thence South 89°19'43" East 82.51 feet; along said southerly line to the east boundary line of the Grantor's

land; thence South 30.00 feet; thence North 89°19'43" West 82.84 feet; thence North 89°24'21" West 329.67 feet line to the west boundary line of the Grantor's land; thence North 30.00 feet to a point on the southerly line of Section 25, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South 89°24'21" East 330.00 feet along said southerly line to the Point of Beginning.

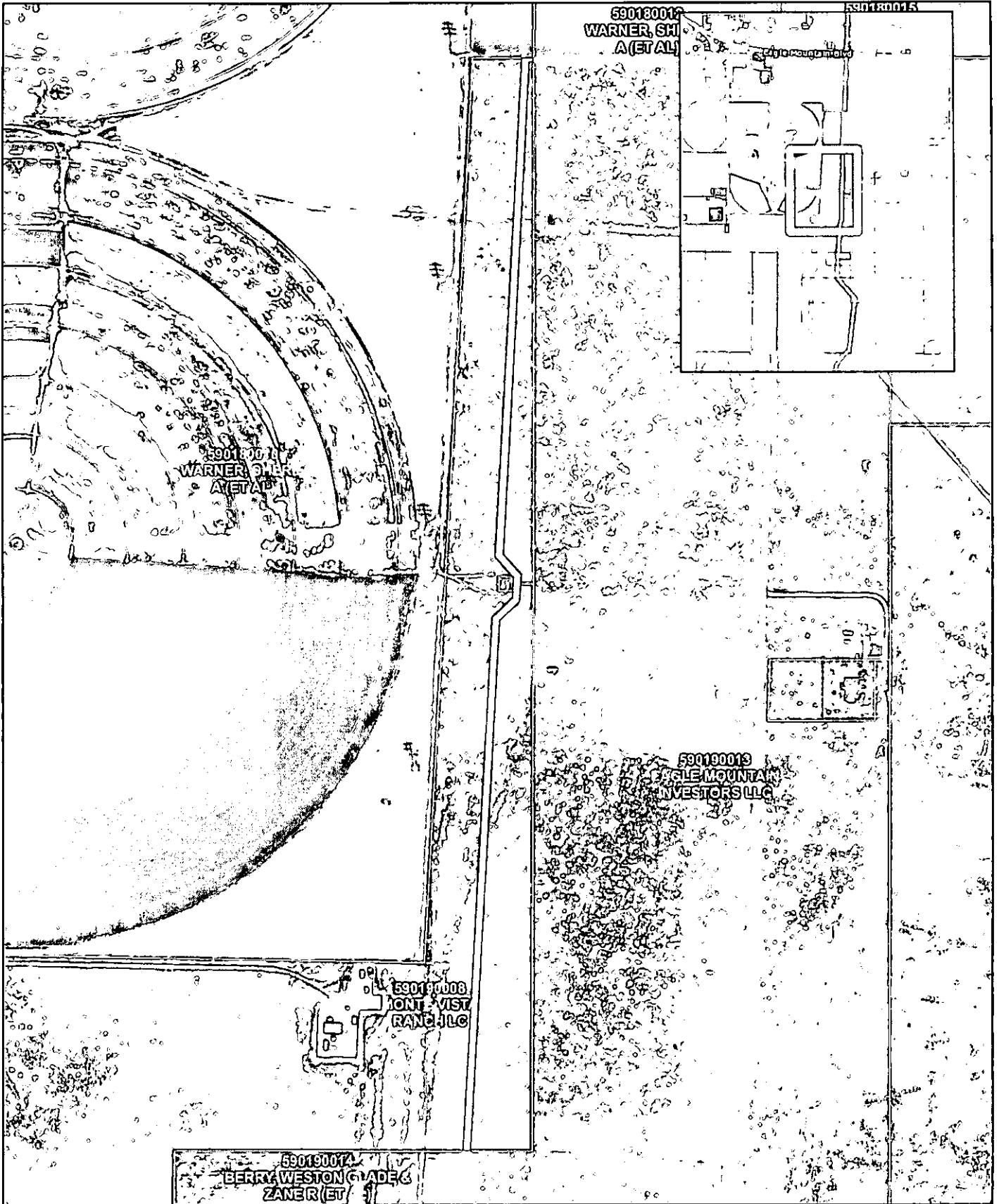
Contains 12,375 Sq. Ft. or 0.284 Acres.



Serial Number: 59-018-0037

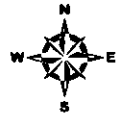
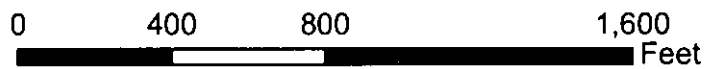
Legal Description for Water Line Easement: Beginning at a point on east line of that certain property described by Special Warranty Deed recorded June 28, 2018 as Entry No. 60821:2018 in the office of the Utah County Recorder, said point also being South 89°56'11" East, along the south line of Section 18, 879.69 feet and North 03°07'52" East 1089.32 feet and North 02°07'03" East 835.29 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian and running thence North 02°07'03" East, along said east line, 293.80 feet; thence South 87°51'52" East 30.00 feet; thence South 02°07'03" West 292.68 feet; thence South 89°59'25" West 30.02 feet to the Point of Beginning.

Contains 8,797 Sq. Ft. or 0.20 Acres

Parcel 59:019:0008 Easement

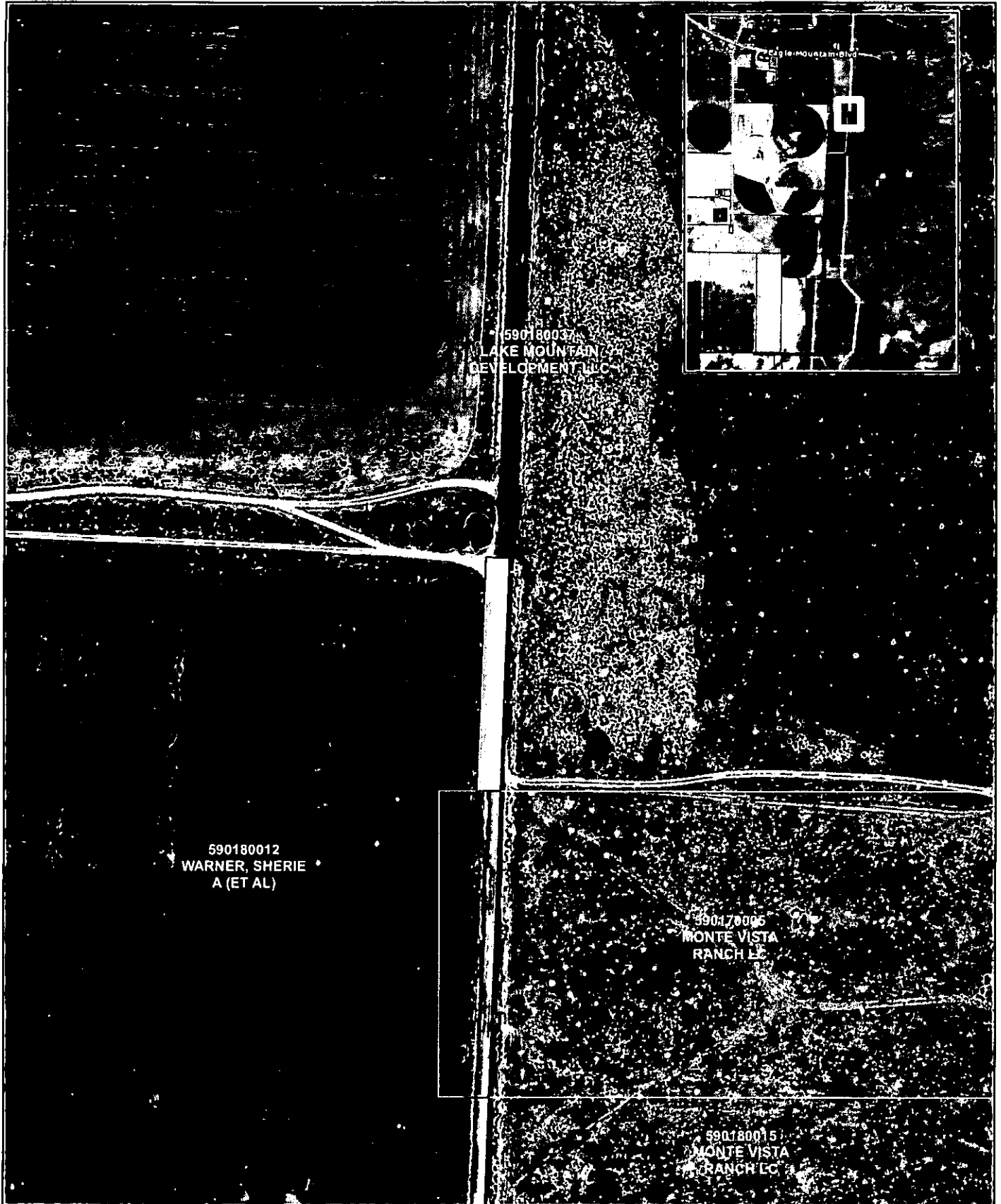




-  Adjacent Easement
-  Easements Selection

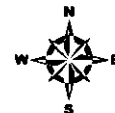
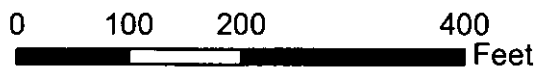


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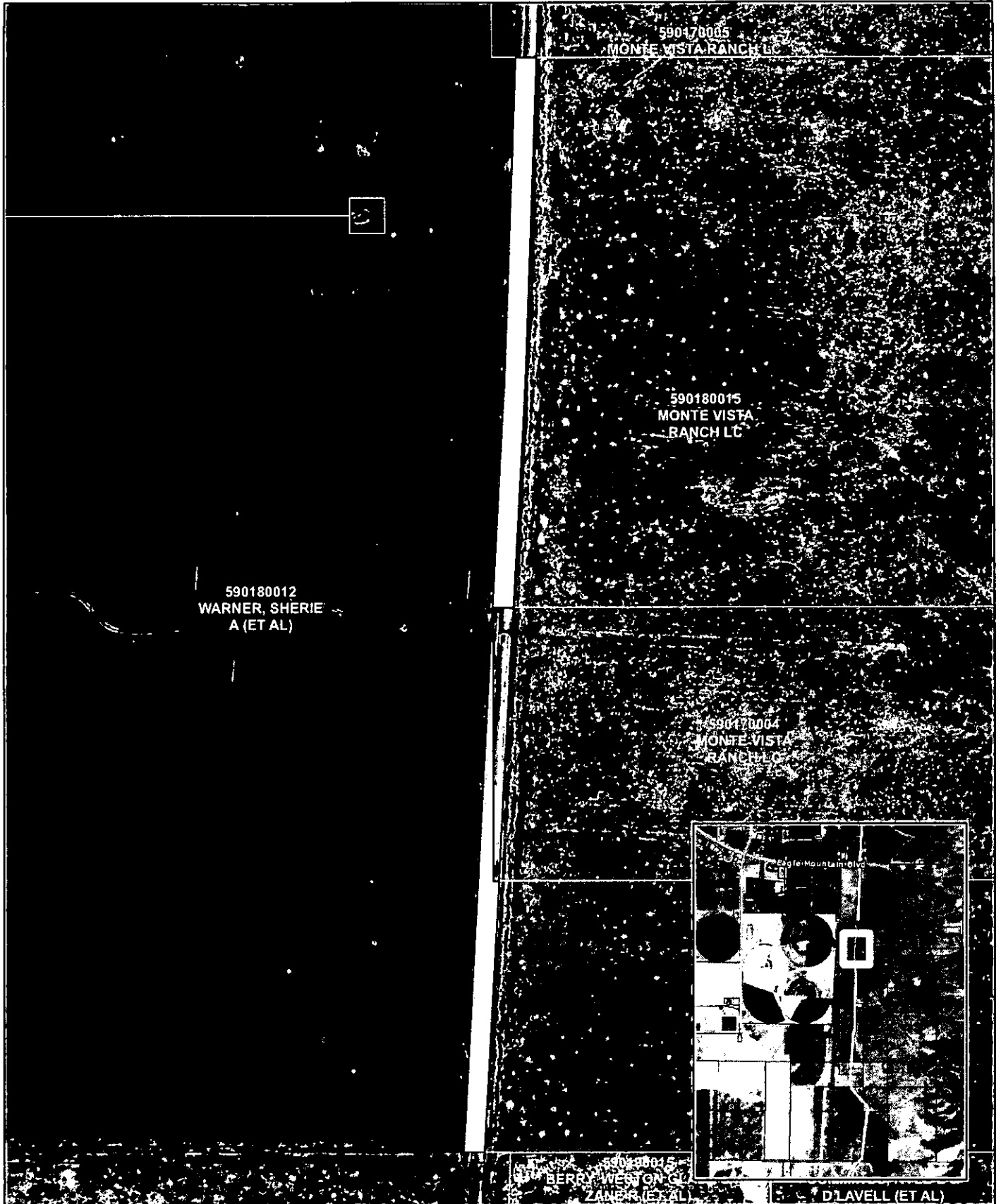
Parcel 59:018:0037 Easement



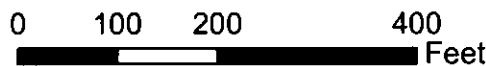
-  Adjacent Easement
-  Easements Selection



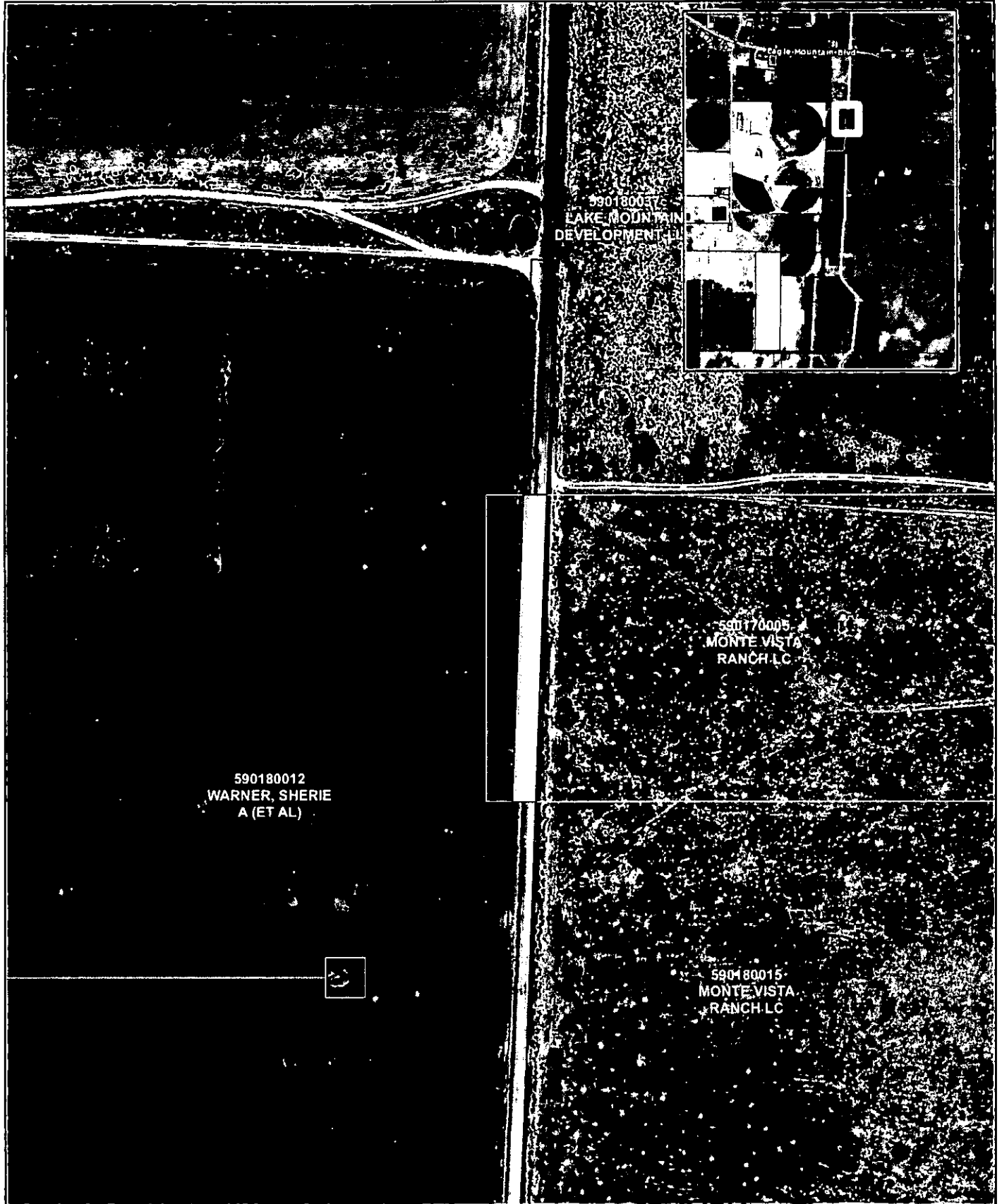
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


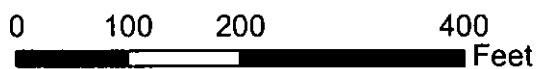
- Adjacent Easement
- Easements Selection



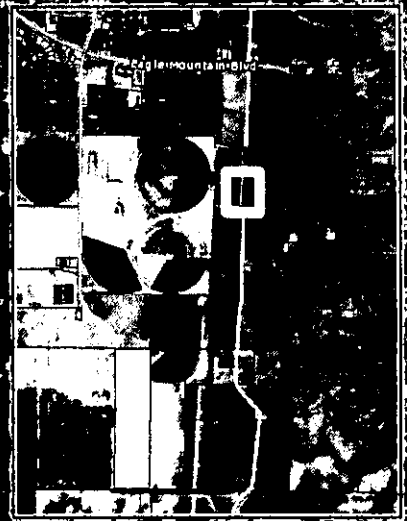
Parcel 59:017:0005 Easement



-  Adjacent Easement
-  Easements Selection



Parcel 59:017:0004 Easement





590180012
 WARNER, SHERIE
 A (ET AL)

590170004
 MONTE VISTA
 RANCH LLC

590190013
 EAGLE MOUNTAIN
 INVESTORS LLC

590190015
 BERRY, WESTON, GLADE &
 ZANE R (ET AL)






590190004
 CUMMINGS, KYLE E &
 D LAVELL (ET AL)

 Adjacent Easement
 Easements Selection



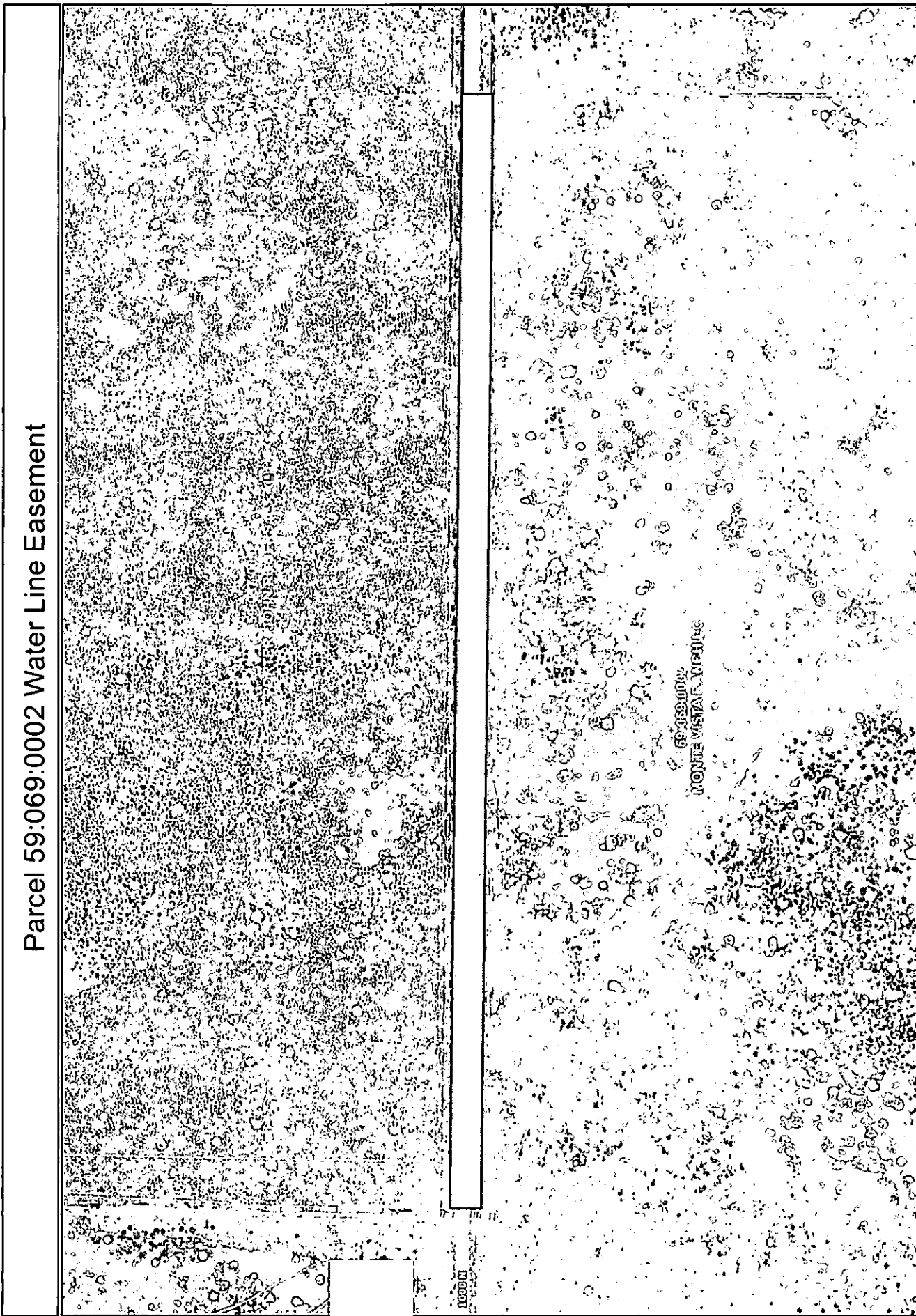
Easement 59:029:0003



-  Property Boundaries
-  Selected Easement
-  Power Poles
-  Other Easements
-  30" Main




Parcel 59:069:0002 Water Line Easement

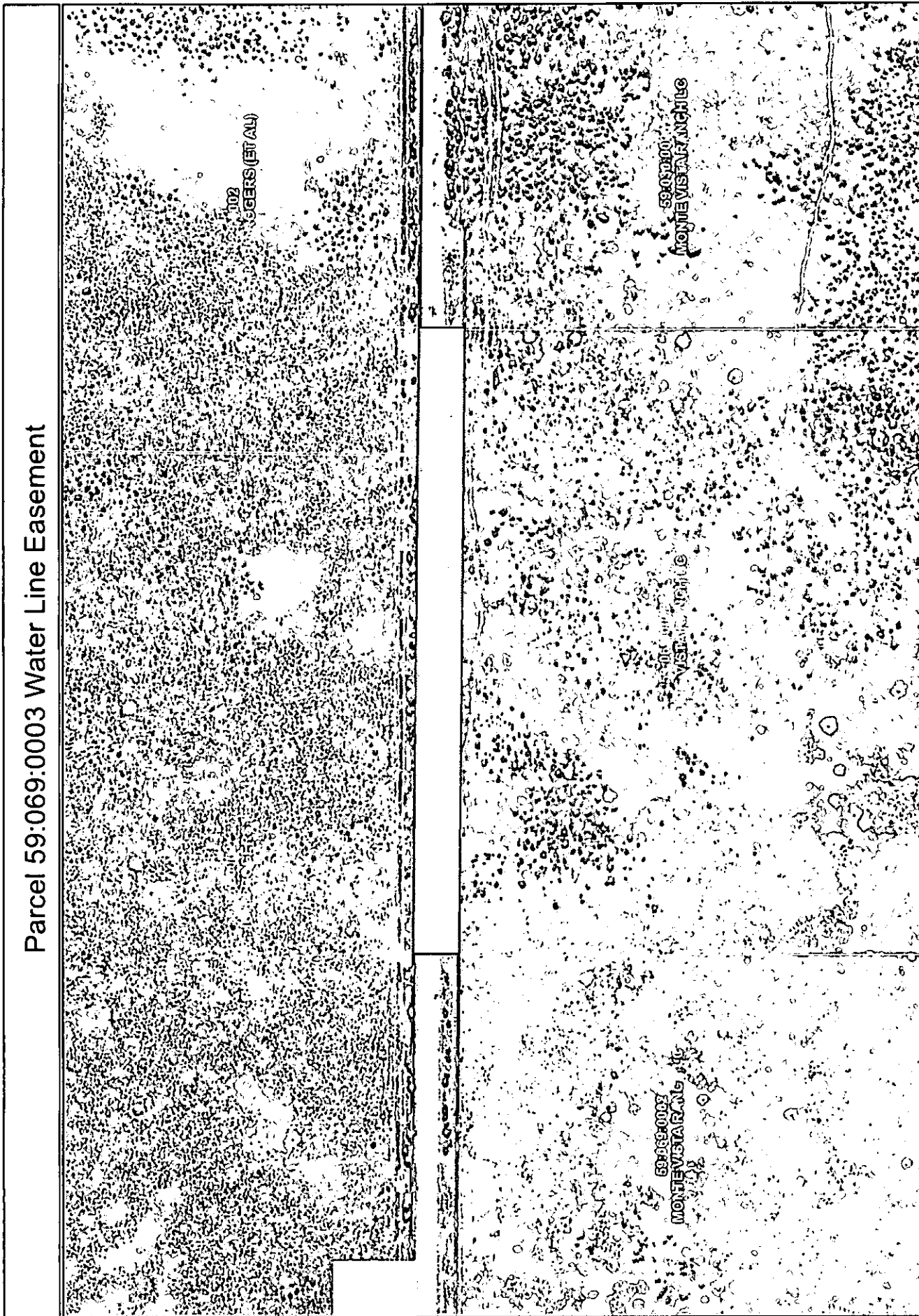



Disclaimer: Eagle Mountain is not a surveyor. All rights reserved. Eagle Mountain is not responsible for any errors or omissions in this map. Eagle Mountain is not responsible for any damages or losses resulting from the use of this map. Eagle Mountain is not responsible for any actions taken based on the information provided in this map. Eagle Mountain is not responsible for any actions taken based on the information provided in this map.



-  Highlighted Easement
-  Adjacent Easements
-  Parcel Boundaries

Parcel 59:069:0003 Water Line Easement

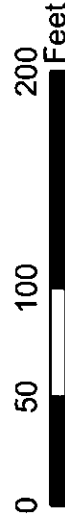
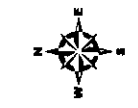







EAGLE

MOUNTAIN

Eagle Mountain LLC
 1700 West 95th Street, Suite 100
 Denver, CO 80231-4482
 (303) 751-4482



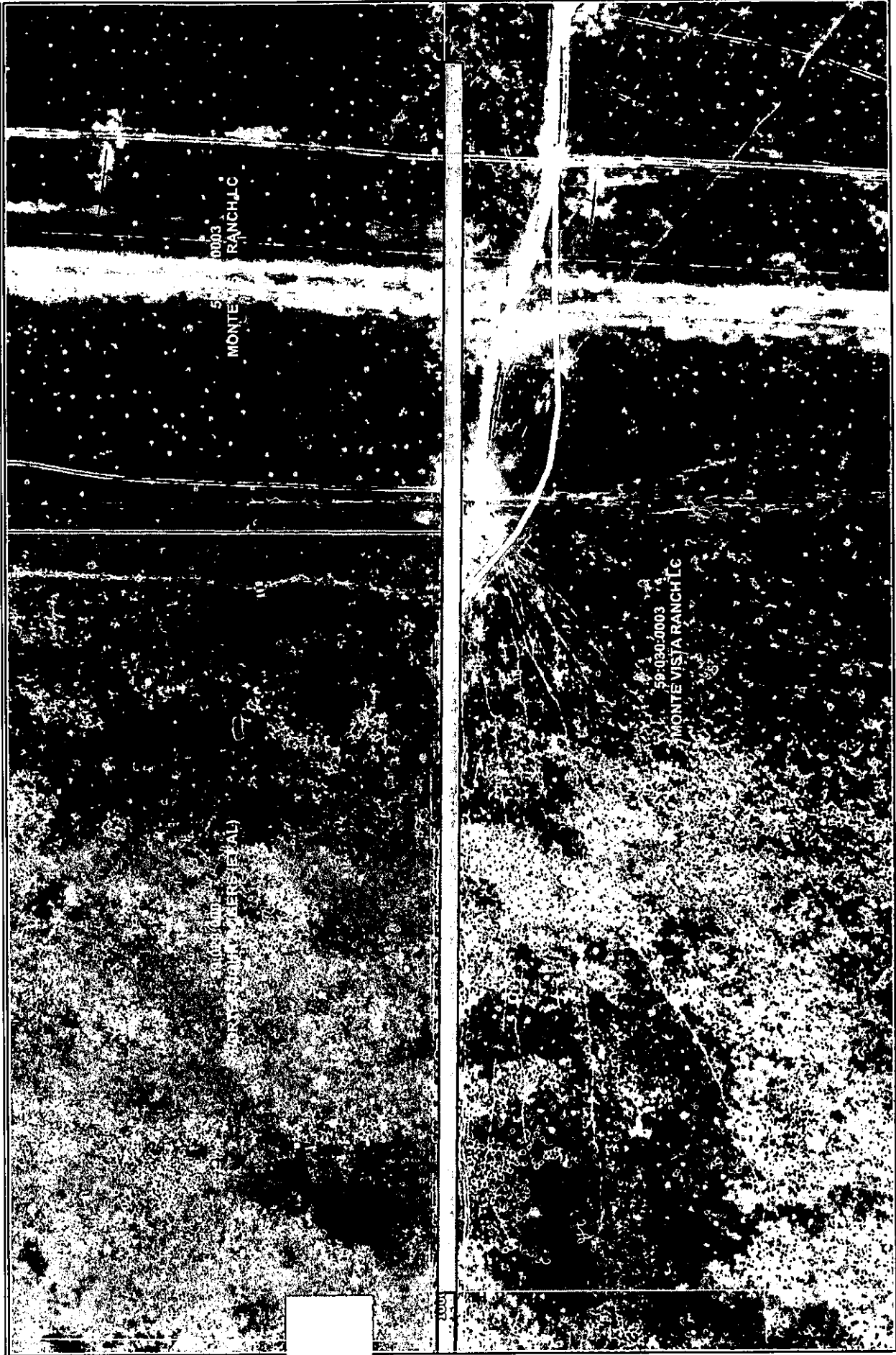
-  Highlighted Easement
-  Adjacent Easements
-  Parcel Boundaries

59:069:0003
 MONTEVISTARANG

59:069:0001
 MONTEVISTARANG

59:069:0002
 MONTEVISTARANG

Parcel 59:030:0003 Water Line Easement



Highlighted Easement

Adjacent Easements

Parcel Boundaries



EAGLE
MOUNTAIN

Disclaimer: Eagle Mountain City is not responsible for any errors or omissions in this map. The accuracy of the information shown on this map is not guaranteed. Eagle Mountain City is not responsible for any errors or omissions in this map. The accuracy of the information shown on this map is not guaranteed.

Contact Eagle Mountain City
Engineering & GIS Department
360-754-6822