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DOC # 20190039534

Easements Page 1 of 5  
Russell Shirts Washington County Recorder  
09/27/2019 11:02:01 AM Fee \$ 40.00  
By HURRICANE GARDEN HOA



When Recorded Return to:

Hurricane Garden Homes Owners Association  
P.O. Box 826  
Hurricane, UT 84737

Tax ID: H-3-1-33-1444

## UTILITY EASEMENT

THIS UTILITY EASEMENT (“**Easement**”) is executed this 17<sup>th</sup> day of September, 2019 by MB – PAINTED SANDS, LLC, a Utah limited liability company (the “**Grantor**”) in favor of HURRICANE GARDEN HOMES OWNERS ASSOCIATION, a Utah non-profit corporation (the “**Grantee**”).

WHEREAS, Grantee or the members of Grantee own certain real property located in Washington County, Utah (the “**Grantee Property**”); and

WHEREAS Grantor owns certain real property adjacent to the Grantee Property and more particularly described on attached Exhibit “A” (the “**Easement Area**”); and

WHEREAS Grantor desires to grant to Grantee a non-exclusive permanent easement (“**Easement**”), for the purpose of repairing, replacing, operating, removing, maintaining and accessing water lines over, under and across the Easement Area; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive permanent Easement, for the purpose of, repairing, replacing, operating, removing, maintaining and accessing Grantee’s existing water lines through and across the Easement Area.

2. Access to Easement. Grantor hereby agrees that Grantee, its officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress to and from the Easement Area with such equipment as is necessary, at its own cost and expense, to maintain, operate, repair, inspect, protect and connect water lines, remove and replace said facilities as may be required from time to time by Grantee. Grantor shall have the right to use the Easement Area, provided such use shall not interfere with the rights herein granted to Grantee. Grantee shall have the reasonable right, at its own costs and expense, to excavate and refill ditches and/or trenches for the installation or repair of said facilities and appurtenant parts thereof. The Easement Area shall be restored to its original grade. However, any and all surface improvements rather horizontal or vertical will not be replaced by Grantee and if replacement is necessary for any reason it shall be done so by and at the sole expense of the Grantor.

3. Scope of Easement. It is fully understood by Grantor that the precise location of the water line is unknown and that future requests to locate said waterlines must be done by way of exploratory excavation at no cost to Grantee. Therefore, this easement shall be considered to encumber the entire area described in exhibit "A" Grantee shall not expand or move in any way the current location of the water lines. Grantee acknowledges that Grantor is in the process of developing adjacent property and shall not interfere with said development of property pursuant to the terms of the agreement recorded as document number 2016001711 in the office of the Washington County Recorder. Grantor acknowledges that the development of the adjacent property will be in conflict with Grantees water lines and necessitate the need of additional easement area with identical terms. Grantor and Grantee acknowledge that more specific location of future easement will only be possible if the waterlines are relocated and surveyed.

(a) Covenants Running with the Land. This Easement and all of the terms and conditions contained herein shall inure to the benefit of, and are binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(c) Successors. This Easement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

(d) Severability. If any one or more of the provisions of this Easement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Easement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Utah.

(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Easement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Easement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

[SIGNATURE PAGE FOLLOWS]

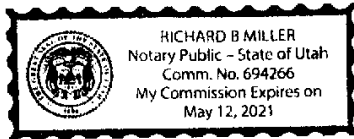
IN WITNESS WHEREOF, the parties have executed this Easement as of the date set forth above.

**MB – PAINTED SANDS, LLC**

By: Scott Heagy  
Its: Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

On the 17<sup>th</sup> day of September, 2019, personally appeared before me Scott Heagy, who duly acknowledged to me that he executed the same in his capacity as MANAGER of MB – PAINTED SANDS DEVELOPMENT, LLC, with full authority to do so.



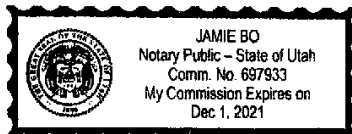
[Signature]  
Notary Public

**HURRICANE GARDEN HOMES OWNERS ASSOCIATION**

By: [Signature]  
Its: President

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Washington )

On the 20 day of September, 2019, personally appeared before me David Houston, who duly acknowledged to me that he executed the same in his capacity as President of HURRICANE GARDEN HOMES OWNERS ASSOCIATION, with full authority to do so.



[Signature]  
Notary Public

**EXHIBIT "A"**  
**Legal Description – Easement Area**

**COMMON AREA A**

**PAINTED SANDS LEGAL DESCRIPTIONS**

**PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:**

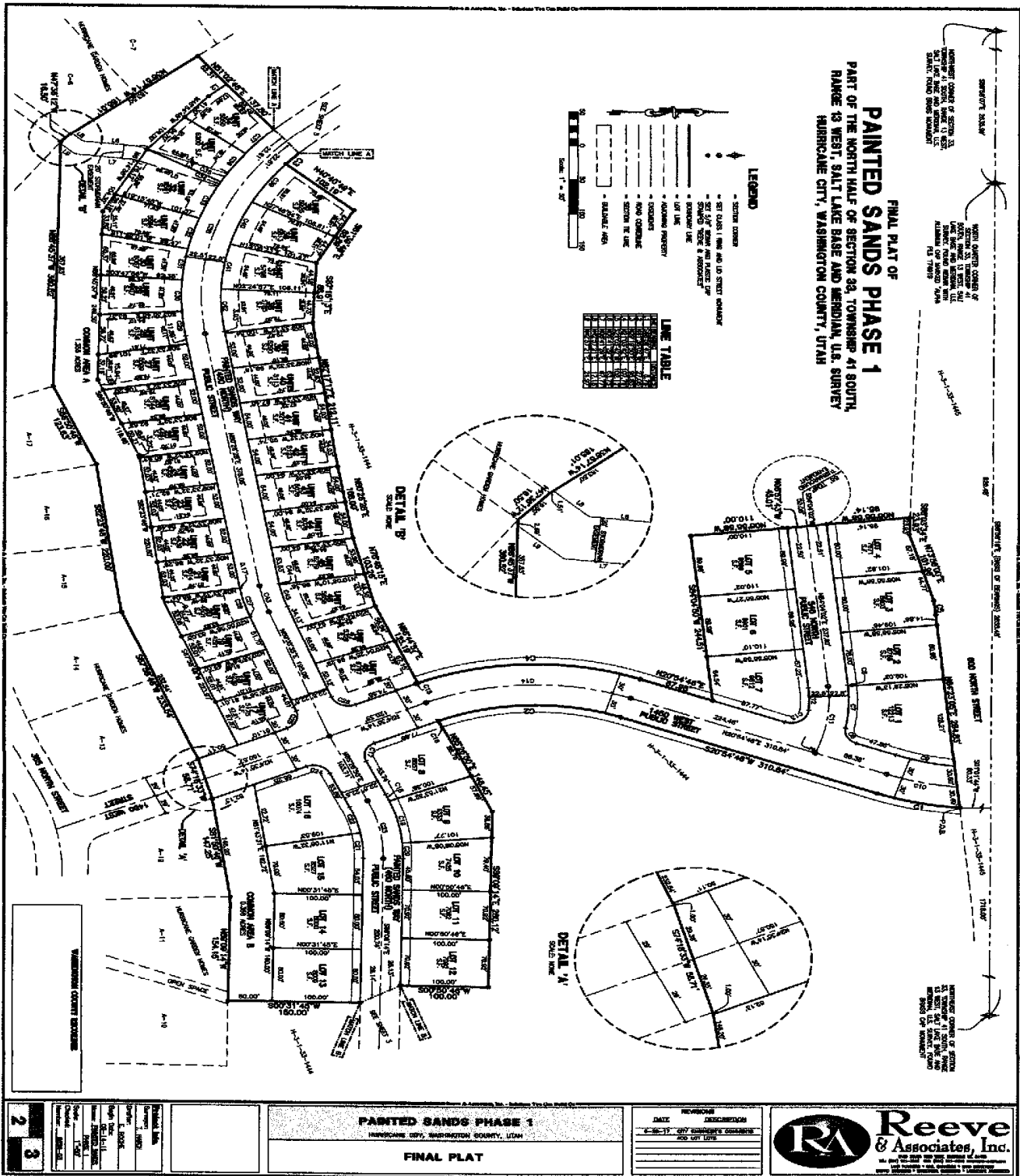
**BEGINNING AT A POINT, SAID POINT BEING N88°58'07"W ALONG THE SECTION LINE, 126.90 FEET AND S01°01'53"W 912.79 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 (SAID NORTH QUARTER CORNER BEING N88°58'16"W 2638.48 FEET FROM THE NORTHEAST CORNER OF SECTION 33); THENCE S41°36'02"E 27.05 FEET; THENCE S48°54'48"E 106.00 FEET; THENCE S61°14'36"E 104.30 FEET; THENCE S88°45'37"E 249.30 FEET; THENCE N66°50'46"E 119.65 FEET; THENCE N82°23'46"E 220.50 FEET; THENCE N67°58'46"E 223.97 FEET; THENCE S24°35'14"E 50.05 FEET TO THE NORTHERLY LINE OF HURRICANE GARDEN HOMES SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SIX (6) COURSES: (1) S67°58'46"W 232.54 FEET; (2) S82°23'46"W 220.00 FEET; (3) S66°50'46"W 123.63 FEET; (4) N88°45'37"W 360.52 FEET; (5) N47°36'12"W 16.50 FEET; AND (6) N38°57'14"W 185.01 FEET; THENCE N51°02'46"E 52.31 FEET TO THE POINT OF BEGINNING. CONTAINING 59,043 SQUARE FEET OR 1.355 ACRES, MORE OR LESS.**

**COMMON AREA B**

**PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT, SAID POINT BEING S88°58'16"E ALONG THE SECTION LINE, 904.66 FEET AND S01°01'44"W 861.23 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 (SAID NORTH QUARTER CORNER BEING N88°58'16"W 2638.48 FEET FROM THE NORTHEAST CORNER OF SECTION 33); THENCE N81°43'31"E 162.72 FEET; THENCE S89°09'14"E 330.01 FEET; THENCE S00°31'45"W 117.47 FEET; THENCE N89°28'15"W 74.45 FEET; THENCE N00°52'54"E 67.88 FEET TO THE NORTHERLY LINE OF HURRICANE GARDEN HOMES SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES: (1) N89°09'14"W 250.12 FEET; AND (2) S81°50'46"W 146.20 FEET; THENCE N24°35'14"W 52.13 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 29,129 SQUARE FEET OR 0.669 ACRES, MORE OR LESS.**



**PAINTED SANDS PHASE 1**  
HURONVILLE CITY, WASHINGTON COUNTY, UTAH

**FINAL PLAT**

|   |  |
|---|--|
| 1 |  |
| 2 |  |
| 3 |  |