

AFTER RECORDING, PLEASE RETURN  
TO: Cole West Home  
2250 N Coral Canyon Blvd, Suite 200  
Washington, Utah 84780

**DOC # 20200054719**

Easements Page 1 of 7  
Russell Shirts Washington County Recorder  
10/02/2020 11:56:38 AM Fee \$ 40.00  
By COLE WEST HOME



Serial No: W-4-2-6-321

**NON-EXCLUSIVE PERPETUAL  
UTILITY EASEMENT AND AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

**SULLIVAN FAMILY PARTNERSHIP**  
a Nevada limited partnership  
as legal owner of record

hereinafter referred to as GRANTOR, does hereby warrant, grant, sell, and convey unto

**COLE WEST HOME**  
a Utah limited liability company

hereinafter referred to as GRANTEE, its successors and assigns, a Non-Exclusive Perpetual Utility Easement for the location of underground utilities including, but not limited to, an underground water line underneath GRANTOR's property (the "Easement Area"), for the purpose of the GRANTEE constructing, reconstructing, repairing, grading, improving, and maintaining said underground utilities, including an underground water line, within the Easement Area (a description of the Easement Area is attached hereto as **Exhibit A** and depicted generally in **Exhibit B** attached hereto).

This Easement shall be subject to the following terms and conditions:

1. **Erosion Control.** The GRANTEE shall provide erosion control measures, thereby reducing or eliminating uncontrolled erosion along the Easement Area, until such time that normal property development constructs a roadway, landscaping, building, and/or improvements over the Easement Area.
2. **Erection of Structures.** Except for the potential roadway discussed in Section 6 below, the GRANTOR or any occupant of the Easement Area pursuant to authority granted by the GRANTOR or its successors, assigns, agents, contractors or anyone acting by or through those persons, shall not build or construct, nor permit to be built or constructed, any building or improvements over, across, or under the Easement Area nor change the contours thereof without written consent of the GRANTEE.
3. **Planting of Vegetation.** The GRANTOR, or any occupant of the Easement Area pursuant to authority granted by the GRANTOR or its successors, assigns, agents, contractors or anyone acting by or through those persons, shall not plant nor permit to grow any trees or other

vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the water line or other underground utilities.

4. **Change of Grade.** The GRANTOR or any occupant of the Easement Area pursuant to authority granted by the GRANTOR or its successors, assigns, agents, contractors or anyone acting by or through those persons, shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the GRANTEE.

5. **Right of Access.** GRANTEE, its successors, assigns, agents, and/or contractors shall have the right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to the right to remove any vegetation and/or landscaping and any unauthorized obstructions, structures, or improvements placed or erected on the Easement Area, except for the potential roadway discussed in Section 6 below.

6. **Grantor Uses and Prohibitions.** The GRANTOR, its assigns or successors in interest may use the easement for ingress or egress and may pave or landscape over the easement at GRANTOR's sole cost and expense. In so doing, GRANTOR, its assigns or successors shall not do anything that impacts GRANTEE's rights under this Non-Exclusive Perpetual Utility Easement and Agreement ("Easement/Agreement"), including GRANTEE's ability to maintain, repair, and/or replace the underground utilities without written consent of the GRANTEE. The GRANTOR its assigns or successors in interest may not use nor permit other parties to use the Easement in any manner that may violate applicable laws, codes, standards governing municipal codes, or the terms of this Easement/Agreement.

7. **Property to be Restored.** Upon completion of any construction, reconstruction, repair, or maintenance of any of the underground utilities in the Easement Area, the GRANTEE shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before any such construction, reconstruction, repair or maintenance.

8. **Easement Runs with the Land.** This Easement/Agreement shall be binding upon GRANTOR, its successors, and assigns, and shall constitute a covenant running with the land for the benefit of the GRANTEE its successors and assigns. GRANTEE may assign all or part of its rights, benefits, and/or obligations set forth in this Easement/Agreement to any other person, entity, etc., without obtaining the prior written consent of the GRANTOR.

9. **Indemnification.** GRANTOR shall indemnify and hold GRANTEE harmless from and against any and all claims, demands, and actions, including costs, from lien holders or lessees of the Easement Area, or any others claiming an interest in the Easement Area, as it relates to the GRANTEE's rights to use the Easement as set forth in this Easement/Agreement.

10. Representation of Authority. Each person signing this Easement/Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Easement/Agreement. Each person signing this Easement/Agreement represents and warrants that the execution and delivery of this Easement/Agreement and the performance of GRANTOR's obligations hereunder have been duly authorized, and that this Easement/Agreement is a valid and legal agreement binding on GRANTOR and enforceable in accordance with its terms.

11. Miscellaneous. It is hereby understood that any person(s) securing this grant on behalf of the GRANTEE is without authority to make any representation, covenants, or agreements not herein expressed. Words and phrases included herein, including acknowledgement hereof, shall be construed as in a singular or plural number, and as masculine or feminine gender according to the context. GRANTOR and GRANTEE hereby agree that this Easement/Agreement may be recorded against the Easement Area.

This Easement/Agreement may be executed in counterparts. Each counterpart being considered an original and all counterparts comprising one document. The prevailing party to any action brought to enforce the terms of this Easement/Agreement shall be entitled to recover against the other party the costs, expenses, and attorney's fees incurred in such action.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 2 day of July, 2020.

GRANTOR

SULLIVAN FAMILY PARTNERSHIP

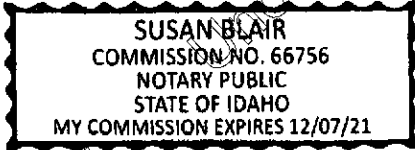
[Signature]  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Idaho )

ss.

County of Franklin )

The foregoing instrument was acknowledged before me this 2 day of July, 2020 by Susan Blair, title Northern title, whose identity is personally known to me (or proven on the basis of satisfactory evidence).



[Signature]  
Notary Public

SULLIVAN FAMILY PARTNERSHIP

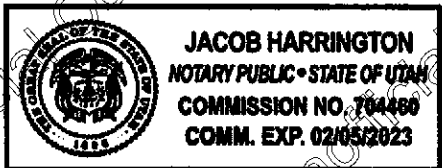
[Signature]  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Utah )

ss.

County of Utah )

The foregoing instrument was acknowledged before me this 30th day of July, 2020 by Jacob Harrington, title Lead Teller, whose identity is personally known to me (or proven on the basis of satisfactory evidence).



[Signature]  
Notary Public

[GRANTEE SIGNATURE AND ACKNOWLEDGEMENT FOLLOWS]

IN WITNESS WHEREOF, GRANTEE has executed this instrument this 29<sup>th</sup> day of SEPTEMBER, 2020.

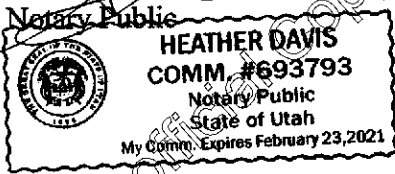
GRANTEE

COLE WEST HOME, LLC

By: [Signature] AUTHORIZED AGENT  
Its: DNE MESSER

State of Utah  
County of Washington ss.

The foregoing instrument was acknowledged before me this 29 day of September 2020 by Dave Nielsen, title Authorized Agent, whose identity is personally known to me (or proven on the basis of satisfactory evidence).



**Exhibit "A"**  
**Easement Area**

The easement shall be twenty (20') feet in width, as hereinafter described, and is granted for the time of the original installation and thereafter for the time of all maintenance obligations of the facilities to be described herein.

Legal Description

BEGINNING AT A POINT N10°18'39"W, 660.00 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 6, T42S, R14W, SLB&M, SAID POINT BEING THE NORTH EAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 232247 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N89°00'33"W, 136.02 FEET ALONG THE NORTH LINE OF SAID PARCEL; THENCE N59°00'01"W, 569.72 FEET TO A POINT ON THE BOUNDARY OF AN EXISTING WATER LINE EASEMENT DESCRIBED IN DOCUMENT NO. 00527167 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N30°07'49"E, 20.00 FEET ALONG SAID WATER LINE EASEMENT BOUNDARY; THENCE S59°00'01"E, 564.66 FEET; THENCE S89°00'33"E, 129.85 FEET TO A POINT ON THE NORTH-SOUTH CENTER SECTION LINE; THENCE S1°18'38"E, 20.02 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE POINT OF BEGINNING.

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

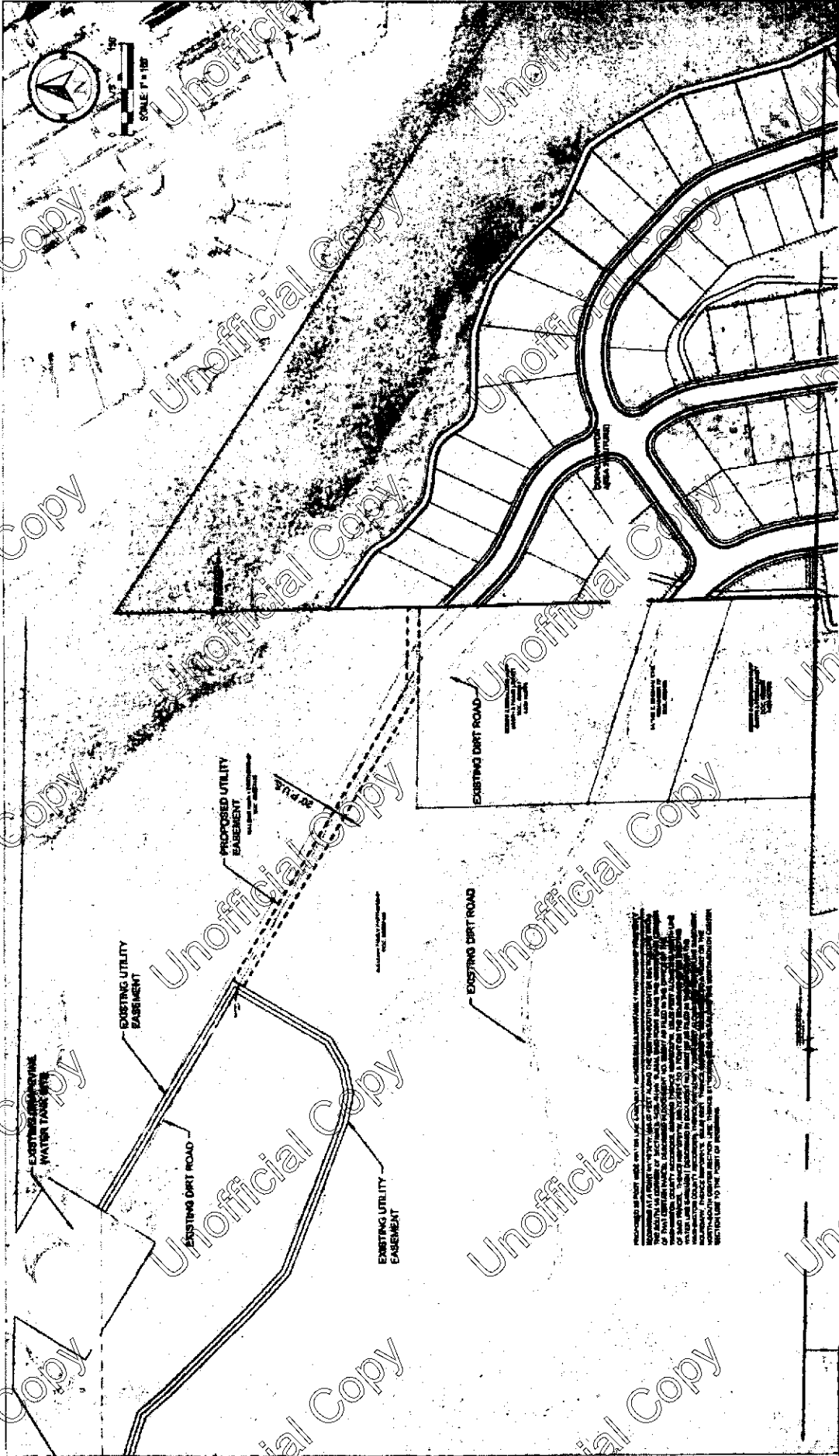
Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Exhibit "B"



**E.1.0**

DATE	10/02/2020
BY	REV 1

**CORAL CANYON AREA 3**  
UTILITY EASEMENT

WARNING  
1/2  
THIS PLAN SHALL BE VOID WITHOUT THIS WARNING SIGN TO SCALE

OWNER

**HORRICKS**  
PLANNING & ENGINEERING, INC.  
400 South Main St., Suite 101  
E. Chicago, UT 84701  
435.255.1111