

4



When recorded please return to:

Hurricane City  
Attn: Dayton Hall, City Attorney  
147 N. 870 W.  
Hurricane, Utah 84737

**DECLARATION OF EASEMENT**

Parcel ID's: H-DSA-1-common, H-DSA-2-common

THIS DECLARATION OF EASEMENT (hereinafter the "Declaration") is made this 30<sup>th</sup> day of September, 2022 by WASATCH DESERT SAGE, LLC, a Utah limited liability company ("Wasatch").

**RECITALS:**

A. Wasatch is the owner of those certain parcels of real property located in Washington County, Utah, more particularly described on Exhibit "A" attached hereto and incorporated by this reference (the "Wasatch Parcels").

B. The City and other third-party providers or franchisees of utilities, telecommunications, and other services to be engaged by Wasatch, the City, and future owners of the Wasatch Parcels (collectively, the "Providers") desire to obtain access to utilities, telecommunication, and other systems located in the townhomes meter panel or on the exterior walls of the complex located on the Wasatch Parcels (specifically in the attics of the townhomes).

C. Wasatch is willing to grant this access to the Providers pursuant to the terms and conditions of this Declaration.

NOW, THEREFORE, Wasatch does hereby agree as follows:

1. **Grant of Wasatch Access.** Wasatch hereby grants to the City, Providers, Wasatch, and its transferees and assigns, a non-exclusive access easement to the townhomes located on the Wasatch Parcels that is reasonably necessary for the Providers to install, maintain or upgrade the utilities and telecommunications systems ("Easement").

2. **Use of Easement.** The Easement granted herein shall be limited in scope and shall be used by Providers solely for the placement, repair and maintenance of utilities, Telecommunications, and related transmission equipment located on the Wasatch Parcels.

3. **Right to Record.** Wasatch shall have the right to record this Declaration to place all future purchasers of any of the Wasatch Parcels on record notice of the access rights and easement rights granted herein.

4. **Benefit and Binding Effect.** The easements, covenants, obligations, and restrictions contained in this Declaration shall run with and benefit the Wasatch Parcels and shall be binding upon Wasatch and its successors in interest and all parties having or acquiring any right, title or interest in or to any part of the Wasatch Parcels. Conveyance of title to any of the Wasatch Parcels shall not affect the liability or accrued responsibilities of any future owner of any of the Wasatch Parcels.

5. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

6. Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

7. Paragraph Headings. The paragraph headings of this Declaration are inserted only for convenience and in no way define, limit or describe the scope or intent of this Declaration nor affect its terms and provisions.

8. Governing Law. This Declaration, and all matters relating hereto, including any matter or dispute arising out of the Declaration, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

9. Amendments. This Declaration may be amended or terminated at any time upon mutual agreement of all the parties Easement beneficiaries hereto, which amendment(s) or termination must be reduced to writing, signed by all parties and Easement beneficiaries, and notarized in order to become effective.

10. Severability. In the event that any provision of this Declaration, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Declaration shall be regarded as modified accordingly and, in any event, the remainder of this Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, this Declaration is executed on the day and year first written above.

**WASATCH:**

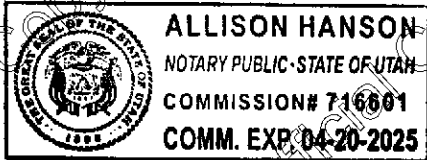
WASATCH DESERT SAGE, LLC  
A Utah Limited Liability Company

By [Signature]  
Jarom Johnson, President

STATE OF UTAH )  
 ) : ss.  
County of Salt Lake )

On the 30<sup>th</sup> day of September 2022, personally appeared before me Jarom Johnson, who, being by me duly sworn, did say that he is the President of WASATCH DESERT SAGE, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of a resolution of the Members or its Operating Agreement, and the aforesaid President acknowledged to me that said Limited Liability Company executed the same.

[Signature]  
NOTARY PUBLIC



**EXHIBIT "A"**

**WASATCH PARCELS LEGAL DESCRIPTIONS**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN; THENCE S00°04'05"W, ALONG THE SECTION LINE, 1,581.57 FEET TO THE POINT OF BEGINNING; THENCE S89°55'55"E, 367.00 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF 2170 WEST STREET; THENCE S00°04'05"W, ALONG SAID LINE, 486.93 FEET; THENCE DEPARTING SAID LINE AND RUNNING N89°55'55"W, 367.00 FEET TO A POINT LOCATED ON THE WEST LINE OF SAID SECTION 33; THENCE N00°04'05"E, ALONG THE SECTION LINE, 486.93 FEET TO THE POINT OF BEGINNING.

Desert Sage Townhomes PUD, Phases 1 & 2