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DOC # 20230022233

Easements Page 1 of 5
Gary Christensen Washington County Recorder
07/26/2023 02:11:22 PM Fee \$ 0.00
By HURRICANE CITY



When recorded mail to:
Hurricane City
City Attorney's Office
147 N 870 West Street
Hurricane, UT 84737

**SHARED UTILITY & ACCESS EASEMENT
AGREEMENT BETWEEN PARCEL H-3352-A & H-3352-B**

Hurricane City, Utah

Tax ID(s): H-3352-A (Parcel A) & H-3352-B (Parcel B)

WHEREAS, the property owner of Parcel A (ZUNDEL FAMILY LTD PTSHP) and the property owner of Parcel B (ELIZABETH ANN TAKAU) recognizes that an 8" PVC diameter water line (to be installed in Parcel B), needed to provide fire protection to future residential homes, (hereinafter referred to as "WATER LINE") must be installed to Hurricane City standards and the access for shared use by way of a private utility easement, (hereinafter referred to as "EASEMENT" as described on Exhibit A) must be granted, located in Hurricane City, Washington County, Utah; and

WHEREAS, the Property Owner(s) recognize that a 3" PVC diameter pipe housing a 350 MCM triplex is needed for supplying power to future residential homes in Parcel A, (hereafter referred to as "POWER LINE") must be installed to Hurricane City standards and that access by way of an EASEMENT must be granted, located in Hurricane City, Washington County, Utah; and

WHEREAS, the Property Owner(s) recognizes that a telecommunication cable is needed for future residential homes, (hereafter referred to as "TELECOMMUNICATION LINE") must be installed to Hurricane City standards and that access by way of an EASEMENT must be granted, located in Hurricane City, Washington County, Utah; and

WHEREAS, the Property Owner of Parcel B is the owner of real property more particularly shown on Exhibit B attached hereto (hereinafter referred to as "the Property") and on which the easement is located, and

WHEREAS, it is required that the Facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owners, its administrators, executors, successors, heirs, or assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

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12/3 Row 3

SECTION 1

The WATER LINE, POWER LINE & TELECOMMUNICATION LINE shall be constructed by the property owners of Parcel A & Parcel B in accordance with the approved plans and minimum city standards.

SECTION 2

The property owners of Parcel A & Parcel B, its administrators, executors, successors, heirs, or assigns, shall maintain the WATER LINE, POWER LINE & TELECOMMUNICATION LINE in good working condition acceptable to the City for this parcel shown on the parcel map on Exhibit B.

SECTION 3

This Agreement shall be recorded among the deed records of the Recorder of Washington County and shall constitute a covenant running with the land and shall be binding on the property owner(s), its administrators, executors, heirs, assigns, and any other successors in interest.

SECTION 4

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 5

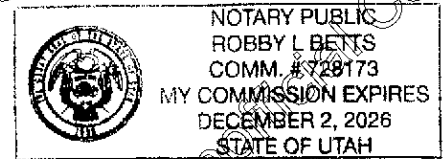
Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

PROPERTY OWNER(S)

BY: Elizabeth Ann Takau
Elizabeth Ann Takau
Property Owner
(Tax ID: H-3352-B)

Jonathan Zundel
Jonathan Zundel
General Partner of Zundel Family LTD PTSHP
(Tax ID: H-3352-A)

State of UTAH County of WASHINGTON
Subscribed and sworn before me on 6/29/23
(Date)
[Signature]
(Notary Signature)



Attachments: Exhibit "A" Legal Description(s) of EASEMENT
Exhibit "B" Map of Parcel(s) & EASEMENT

Utah State)

ss.

Washington County)

On the 11 day of July, 2023, personally appeared before me, Elizabeth Ann Takau, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

March 27, 2027

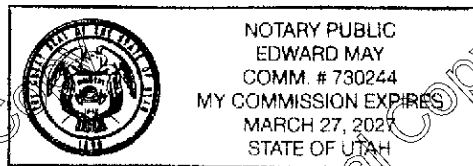


EXHIBIT "A"

Legal Description(s)

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE N89°49'50"W 30.00 FEET; THENCE NORTH ALONG WEST RIGHT-OF-WAY LINE OF 1500 WEST, N00°16'16"W 330.17 FEET TO THE POINT OF BEGINNING.

THENCE N89°49'41"W, ALONG THE SOUTH PROPERTY LINE 1145.17 FEET;

THENCE N00°13'52"E 30.00 FEET;

THENCE S89°49'41"E 1145.14 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1500 WEST;

THENCE S00°16'16"W, ALONG THE SAID RIGHT-OF-WAY LINE 30.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 34,355 SQUARE FEET OR 0.789 ACRES.

EXHIBIT "B"

