

Recording Requested By:

UINTAH HIGHLANDS IMPROVEMENT DISTRICT  
2401 East 6175 South  
Ogden, UT 84403-5344

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Above Space for Recorder's Use Only

## GRANT OF UNDERGROUND PIPELINE EASEMENT

SHADOW MOUNTAIN MANAGEMENT, L.C. ("*Grantor*"), hereby grants and conveys to UINTAH HIGHLANDS IMPROVEMENT DISTRICT, a body politic of the State of Utah, and its successors-in-interest and assigns ("*Grantee*"), for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, an exclusive, perpetual, underground pipeline easement and right-of-way, twenty feet (20') in width, together with the right of access thereto, including ingress and egress (the "*Easement*"), to be utilized by Grantee for the purpose of constructing, installing, owning, operating, inspecting, maintaining, repairing, altering, replacing, protecting and making and removing connections to an underground water transmission pipeline, valves and other related equipment and facilities (collectively, the "*Water Transmission Line*"). The Easement shall be situated over, under, across and through the following real property of Grantor located in Weber County, State of Utah, more particularly described as follows (the "*Easement Property*"):

A parcel of land, twenty feet (20') in width, extending ten feet (10') on either side of and adjacent and parallel to the Water Transmission Line, the center line of which is more particularly described as follows:

[INSERT CENTERLINE DESCRIPTION]

The Easement Property is shown and depicted on EXHIBIT "A" hereto.

This Easement is granted subject to the following rights, covenants and restrictions:

1. Grantor's Continued Use of the Property. Grantor reserves the right to use and enjoy the Easement Property subject to this Easement and Grantee's rights and interests hereunder, and so long as Grantor shall not construct any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact the Water Transmission Line, or otherwise do any thing or take any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Easement Property for the Easement granted herein, including Grantee's rights of access thereto as herein set forth.

2. Right to Remove Obstructions. Grantor expressly acknowledges and agrees that Grantee shall have

the unilateral right, without notice or compensation to the Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, native growth or foliage, which are now or may hereafter be situated within the Easement Property that may, in the Grantee's sole opinion, endanger, hinder or conflict with its rights hereunder. Grantee shall have no liability for any damage to any improvements made by Grantor to the extent such damage arises out of or in connection with Grantee's use of the Easement Property consistent with its rights and interests hereunder.

3. No Representations or Warranties. Grantee is acquiring the Easement as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PUPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Grantor makes no representations or warranties regarding the environmental condition of the Easement Property.

4. Representation of Ownership Grantor represents that it owns the Easement Property and has the right and authority to execute this instrument and grant the Easement as provided herein.

5. Covenant Running with the Land. The Easement and related rights and interests granted hereunder create an equitable servitude on the Easement Property and constitute a covenant running with the land which shall be binding upon Grantor and the Grantee and their respective legal representatives, heirs, successors-in-interest and assigns.

6. Amendment; Modification. This Easement, and all rights, interests, covenants and restrictions set forth herein, may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Weber County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

7. Warranty of Authority. The individual executing this Agreement on behalf of Grantor hereby warrants that he has the requisite authority to execute this Agreement on behalf of the Grantor and that the Grantor has agreed to be and is bound hereby.

8. Acknowledgement of Agreement by Grantee. By accepting delivery of and recordation of this Grant of Underground Pipeline Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

WITNESS the hand of Grantor this \_\_\_\_\_ day of June, 2018.

**GRANTOR:**

**SHADOW MOUNTAIN MANAGEMENT, L.C.**

By: \_\_\_\_\_  
Jonathan G. Ford, Manager

STATE OF UTAH )

: ss.

County of Weber )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me Jonathan G. Ford, signer of the above instrument, who duly acknowledged to me that he/she executed the same for and in behalf of Shadow Mountain Management, L.C., and that said Shadow Mountain Management, L.C. duly executed the same.

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NOTARY PUBLIC

**EXHIBIT "A"**  
**Legal Description of Easement Property**

**Affecting Weber County Land Parcel No. 07-086-0071**