



ENT 112585:2016 PG 1 of 11  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Nov 08 2:41 pm FEE 0.00 BY DA  
RECORDED FOR PLEASANT GROVE CITY CORPORA

WHEN RECORDED, MAIL TO:

Kathy T. Kresser, Recorder  
Pleasant Grove City Corp.  
70 South 100 East  
Pleasant Grove, UT 84062

Tax Parcels: 14-054-0125  
14-060-0081

**GRANT OF EASEMENT**

This Grant of Easement (the "Agreement") is made as of the 24 day of October, 2016, by Jacqueline A. Dowdy, Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and Gregory D. Groves, Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated ("Grantor"), whose address is 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri 65806, in favor of the City of Pleasant Grove, Utah ("Grantee"), whose address is 70 South 100 East, Pleasant Grove, UT 84062. Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

**RECITALS:**

- A. Grantor is the owner of real property located in Pleasant Grove, Utah, more particularly described on Exhibit "A" attached hereto ("Grantor's Property").
- B. Grantor desires to grant to Grantee an easement for storm water drainage and a landscape buffer as more particularly described below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Grant of Easement. Grantor hereby grants to Grantee nonexclusive easement (the "Easement") upon, below, or above the real property described on Exhibit "B" for the purpose of constructing, replacing, repairing, maintaining, and operating a storm drainage system, including but not limited to a detention pond, pipes, manholes, drainage control structures, and other water transport systems, and a landscape buffer area. The Easement is depicted by the cross-hatching on the map attached as Exhibit "C".

2. Use of Easement by Grantor. Grantor may make any use of the Easement which will not defeat, damage, or unreasonably interfere with the uses and purposes of the Easement as granted to Grantee. Grantor may not, however, obstruct the use of the Easement by Grantee.

3. Benefit and Burden. This Grant of Easement shall be for the benefit of Grantee, its successors and assigns, and shall be binding upon Grantor and upon Grantor's Property, and shall run with the land. The burdens of the Easement shall be binding upon Grantor and Grantor's successors, heirs, and assigns.

4. Duration and Remedies; Preservation of Rights. The Easement herewith granted shall remain in force and effect perpetually.

5. Assigns. All reservations herein made in favor of the Grantee, or any agreements in effect with it, as such, shall insure to, and be part of, the rights going to any successors or assigns of the said Grantees, as much as if said Grantees' successors or assigns were specifically mentioned as beneficiaries or principals herein.

6. Environmental Laws. Each Party agrees to indemnify and hold the other harmless from and against any and all claims and liability that the indemnitee may suffer due to the spill, contamination, or release of any Hazardous Substance or Hazardous Material (as such terms may be defined in any applicable federal, state, or local law, rule, or regulation), which occur on or from the Grantor's Property or the Easement property into the environment, to the extent caused by the indemnitor's activities.

7. Signature Authority. The persons who have executed this Grant of Easement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

**[SIGNATURES TO FOLLOW.]**

IN WITNESS WHEREOF, this Grant of Easement has been executed as of the date first above written.

Jacqueline A Dowdy  
Jacqueline A. Dowdy, Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated

Gregory B. Groves  
Greggory B. Groves, Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated

STATE OF ~~UTAH~~ Missouri )  
:SS.  
COUNTY OF ~~SALT LAKE~~ Greene

On the 24 day of October, 2016, personally appeared before me Jacqueline A. Dowdy, the signer of the within instrument, who duly acknowledged to me that she executed the same as Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated.

KAREN L. COLLETTE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Nov. 30, 2018  
Commission #14492797

Karen L. Collette  
NOTARY PUBLIC

STATE OF ~~UTAH~~ Missouri )  
:SS.  
COUNTY OF Greene

On the 24 day of October, 2016, personally appeared before me Greggory D. Groves, the signer of the within instrument, who duly acknowledged to me that he executed the same as Successor Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated.

KAREN L. COLLETTE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Nov. 30, 2018  
Commission #14492797

Karen L. Collette  
NOTARY PUBLIC

**EXHIBIT "A"****Grantor's Property**

The following real property located in Utah County, Utah:

Parcel No. 14-054-0125

COM N 26.81 FT & E 483.48 FT FR S 1/4 COR. SEC. 30, T5S, R2E, SLB&M.; S 26 DEG 20' 54" W 694.92 FT; N 49 DEG 51' 46" W 209.21 FT; N 49 DEG 18' 52" W 284.68 FT; N 46 DEG 3' 46" W 482.64 FT; N 42 DEG 44' 49" W 282.9 FT; N 37 DEG 59' 12" W 534.94 FT; N 45 DEG 10' 20" W 162.89 FT; N 34 DEG 31' 31" E 336.67 FT; N 31 DEG 28' 29" E 366.84 FT; N 88 DEG 5' 2" E 38.91 FT; N 38 DEG 18' 48" E 14.1 FT; S 51 DEG 36' 51" E 32.86 FT; ALONG A CURVE TO L (CHORD BEARS: S 64 DEG 31' 52" E 146.19 FT, RADIUS = 327 FT); ALONG A CURVE TO R (CHORD BEARS: S 66 DEG 34' 33" E 329.33 FT, RADIUS = 873 FT); ALONG A CURVE TO R (CHORD BEARS: S 27 DEG 50' 46" E 56.07 FT, RADIUS = 60 FT); ALONG A CURVE TO L (CHORD BEARS: S 48 DEG 15' 57" E 120.91 FT, RADIUS = 81 FT); ALONG A CURVE TO R (CHORD BEARS: S 68 DEG 41' 8" E 56.07 FT, RADIUS = 60 FT); ALONG A CURVE TO R (CHORD BEARS: S 24 DEG 20' 44" E 495.38 FT, RADIUS = 873 FT); ALONG A CURVE TO L (CHORD BEARS: S 35 DEG 45' 43" E 694.37 FT, RADIUS = 742 FT) TO BEG.

AREA 35.370 AC.

Parcel No. 14-060-0081

COM S 75.51 FT & E 916.55 FT FR N 1/4 COR. SEC. 31, T5S, R2E, SLB&M.; S 0 DEG 11' 4" E 307.06 FT; N 89 DEG 31' 47" W 14.97 FT; S 0 DEG 28' 18" W 264.16 FT; N 89 DEG 31' 42" W 35.53 FT; S 0 DEG 52' 30" W 214.27 FT; S 30 DEG 49' 7" W 187.65 FT; S 23 DEG 58' 51" W 57.33 FT; N 49 DEG 51' 47" W 741.81 FT; N 26 DEG 20' 54" E 694.93 FT; ALONG A CURVE TO L (CHORD BEARS: S 76 DEG 44' 56" E 336.02 FT, RADIUS = 742 FT); S 89 DEG 50' 9" E 77.11 FT; ALONG A CURVE TO R (CHORD BEARS: S 44 DEG 50' 9" E 35.36 FT, RADIUS = 25 FT); S 89 DEG 49' 52" E 3.97 FT TO BEG.

AREA 11.909 AC.

**EXHIBIT "B"****Easement Parcels**

The following property located in Utah County, Utah:

**Drainage Easement/Landscape Buffer Description (Area 1)**

A parcel of land situate in the Southwest Quarter of Section 30 and the North Half of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Northeasterly Line of Interstate 15 and the Southeasterly Line of the Grantor's property, said point being East 742.17 feet and South 1074.10 feet from the North Quarter Corner of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, thence the following six (6) courses coincident with the Northeasterly Line of Interstate 15:

- 1) North 49°51'46" West 951.02 feet;
- 2) thence North 49°18'52" West 284.68 feet;
- 3) thence North 46°03'46" West 482.64 feet;
- 4) thence North 42°44'49" West 282.90 feet;
- 5) thence North 37°59'12" West 534.94 feet;
- 6) thence North 45°10'20" West 162.89 feet to the Easterly Line of Pleasant Grove Boulevard;

thence the following four (4) courses coincident with said Easterly Line of Pleasant Grove Boulevard:

- 1) North 34°31'31" East 336.67 feet;
- 2) thence North 31°28'29" East 366.84 feet;
- 3) thence North 88°05'02" East 38.91 feet;
- 4) thence North 38°18'48" East 14.10 feet;
- thence South 51°36'51" East 5.88 feet;
- thence South 31°28'29" West 402.61 feet;
- thence South 34°31'31" West 304.35 feet;
- thence South 45°10'20" East 132.02 feet;
- thence South 37°59'12" East 535.79 feet;
- thence South 42°44'49" East 280.08 feet;
- thence South 46°03'46" East 480.35 feet;
- thence South 49°18'52" East 283.35 feet;
- thence South 49°51'46" East 939.24 feet;
- thence South 23°58'51" West 41.64 feet to the Point of Beginning.

Contains 135,113 Square Feet, 3.10 Acres.

**Drainage Easement Description (Area 2)**

A parcel of land situate in the South Half of Section 30 and the Northwest Quarter Of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southwesterly Line of a parcel of land defined in that certain Special Warranty Deed recorded April 23, 2008 as Entry No 48055:2008, said point being East 146.48 feet and North 365.12 feet from the North Quarter Corner of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian,

thence South  $57^{\circ}17'03''$  West 500.70 feet;  
thence South  $30^{\circ}48'22''$  West 179.74 feet;  
thence North  $46^{\circ}03'46''$  West 35.94 feet;  
thence North  $30^{\circ}48'22''$  East 179.81 feet;  
thence North  $57^{\circ}17'03''$  East 513.83 feet to a point on said Southwesterly Line;  
thence Southeasterly 35.34 feet along the arc of a 742.00 foot radius curve to the left (center bears North  $66^{\circ}36'35''$  East and the chord bears South  $24^{\circ}45'18''$  East 35.34 feet with a central angle of  $02^{\circ}43'45''$ ) to the Point of Beginning.

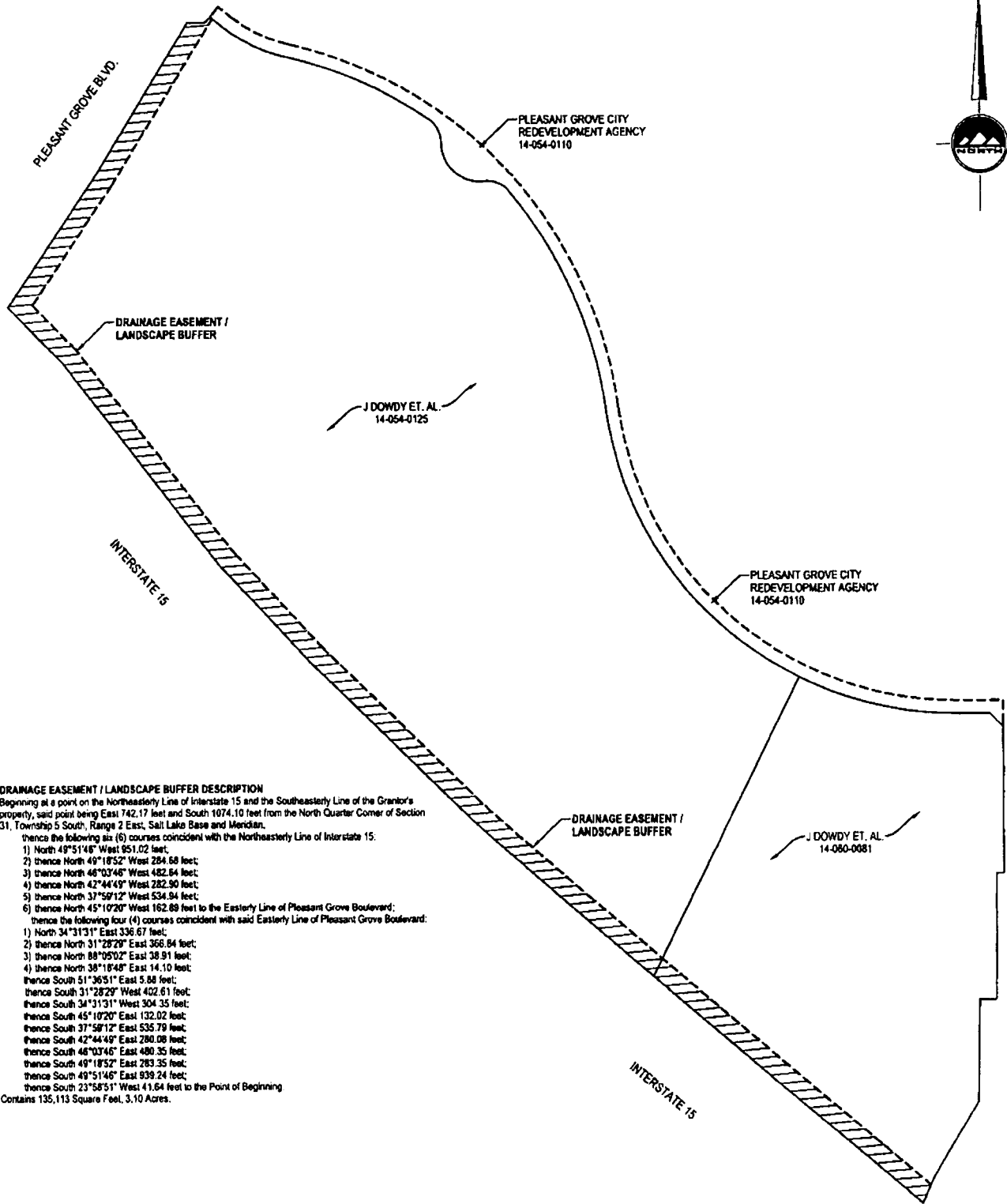
Contains 24,042 Square Feet or 0.55 Acres.

**EXHIBIT "C"**

**Map Depicting Easement**

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(See attached.)



**DRAINAGE EASEMENT / LANDSCAPE BUFFER DESCRIPTION**

Beginning at a point on the Northeastly Line of Interstate 15 and the Southeastly Line of the Grantor's property, said point being East 742.17 feet and South 1074.10 feet from the North Quarter Corner of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

thence the following six (6) courses coincident with the Northeastly Line of Interstate 15:

- 1) North 49°51'48" West 951.02 feet;
- 2) thence North 49°18'52" West 284.60 feet;
- 3) thence North 46°03'46" West 482.64 feet;
- 4) thence North 42°44'49" West 282.90 feet;
- 5) thence North 37°59'12" West 534.94 feet;
- 6) thence North 45°10'20" West 162.89 feet to the Easterly Line of Pleasant Grove Boulevard;

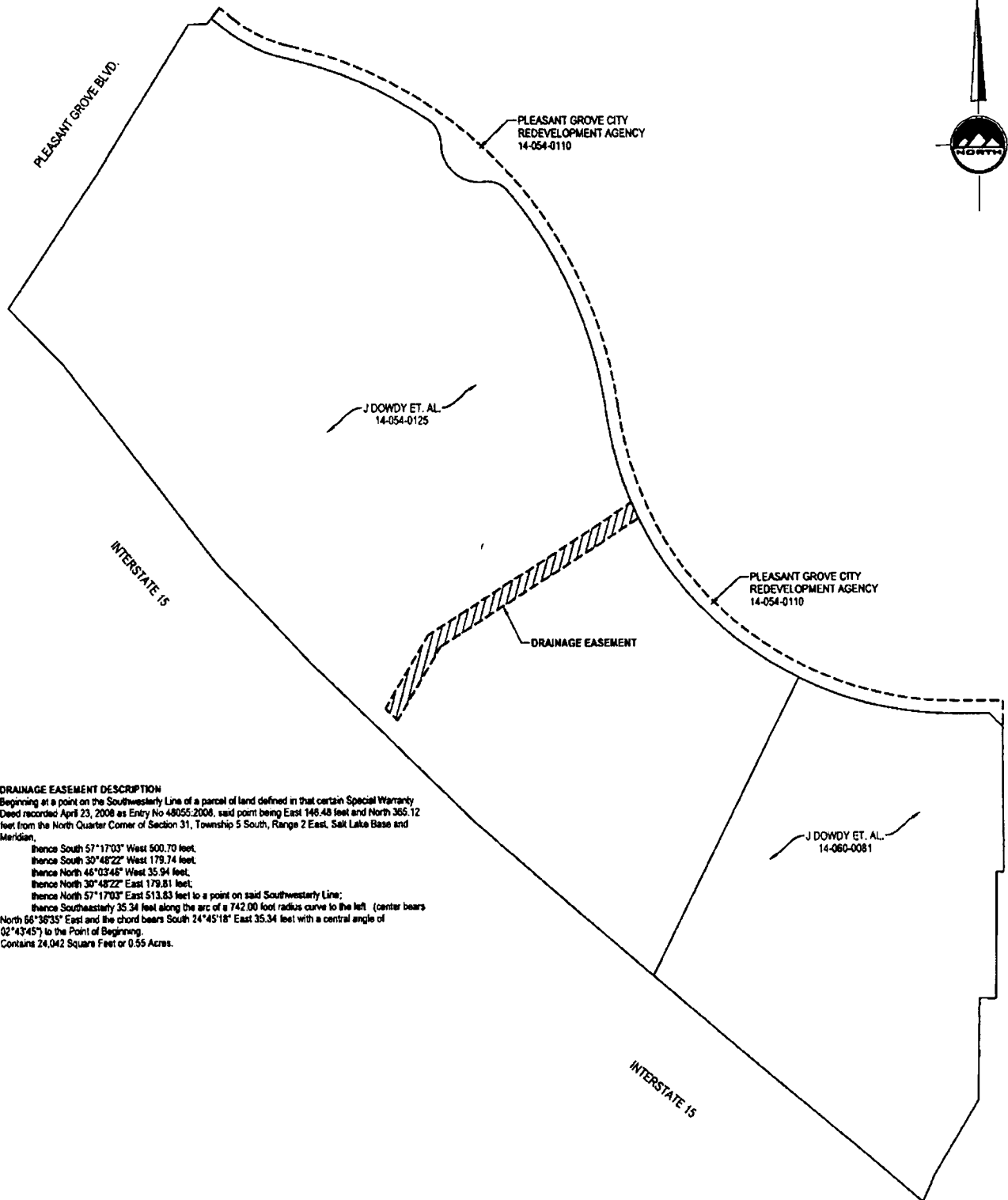
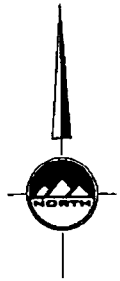
thence the following four (4) courses coincident with said Easterly Line of Pleasant Grove Boulevard:

- 1) North 34°31'31" East 336.67 feet;
- 2) thence North 31°28'29" East 366.84 feet;
- 3) thence North 88°05'02" East 38.91 feet;
- 4) thence North 38°18'48" East 14.10 feet;
- thence South 51°36'51" East 5.88 feet;
- thence South 31°28'29" West 402.61 feet;
- thence South 34°31'31" West 304.35 feet;
- thence South 45°10'20" East 132.02 feet;
- thence South 37°59'12" East 535.79 feet;
- thence South 42°44'49" East 280.08 feet;
- thence South 46°03'46" East 480.35 feet;
- thence South 49°18'52" East 283.35 feet;
- thence South 49°51'48" East 939.24 feet;
- thence South 23°58'51" West 41.64 feet to the Point of Beginning

Contains 135,113 Square Feet, 3.10 Acres.

PROJECT # 6861 DATE 9/27/16  <b style="font-size: 2em;">1 OF 1</b>  FILE: S/DRAINAGE EASEMENT	<b>PLEASANT GROVE CITY</b> <b>40 ACRE PARCEL</b> PLEASANT GROVE BOULEVARD PLEASANT GROVE CITY, UTAH <b>DRAINAGE EASEMENT EXHIBIT</b>	FOR: ST JOHN PROPERTIES 299 S. MAIN STREET, SUITE 1300 SALT LAKE CITY, UTAH 84111 PHONE: 801-535-4644	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
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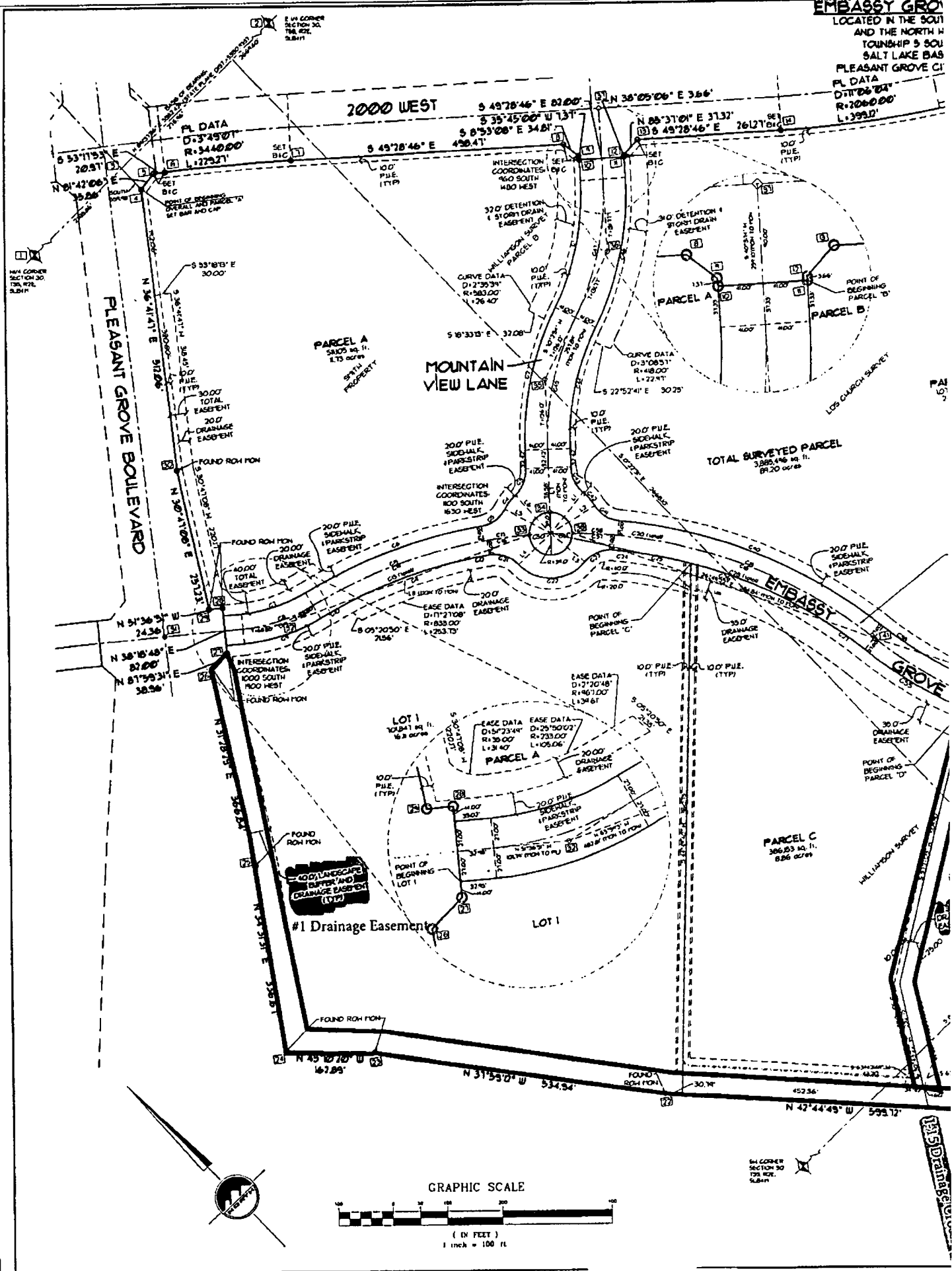


**DRAINAGE EASEMENT DESCRIPTION**

Beginning at a point on the Southwesterly Line of a parcel of land defined in that certain Special Warranty Deed recorded April 23, 2008 as Entry No 48055:2008, said point being East 146.48 feet and North 365.12 feet from the North Quarter Corner of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian,  
 thence South 57°17'03" West 500.70 feet,  
 thence South 30°48'22" West 179.74 feet,  
 thence North 48°03'48" West 35.94 feet,  
 thence North 30°48'22" East 179.81 feet,  
 thence North 57°17'03" East 513.83 feet to a point on said Southwesterly Line;  
 thence Southeasterly 35.34 feet along the arc of a 742.00 foot radius curve to the left (center bears North 66°36'33" East and the chord bears South 24°45'18" East 35.34 feet with a central angle of 02°43'45") to the Point of Beginning.  
 Contains 24,042 Square Feet or 0.55 Acres.

<p>PROJECT # DATE 6861 9/27/16</p>	<p><b>PLEASANT GROVE CITY</b>  <b>40 ACRE PARCEL</b>                  PLEASANT GROVE BOULEVARD                  PLEASANT GROVE CITY, UTAH  <b>DRAINAGE EASEMENT EXHIBIT</b></p>	<p>FOR                  ST JOHN PROPERTIES                  299 S. MAIN STREET, SUITE 1300                  SALT LAKE CITY, UTAH 84111                  PHONE: 801-535-4644</p>	<p>45 W. 10000 S. Ste 500                  Sandy, UT 84070                  Phone: 801.255.0529                  Fax: 801.255.4449                  www.ensignang.com</p>	
<p><b>1 OF 1</b></p>				
<p>FILE: SD/DRAINAGE EASEMENT</p>				

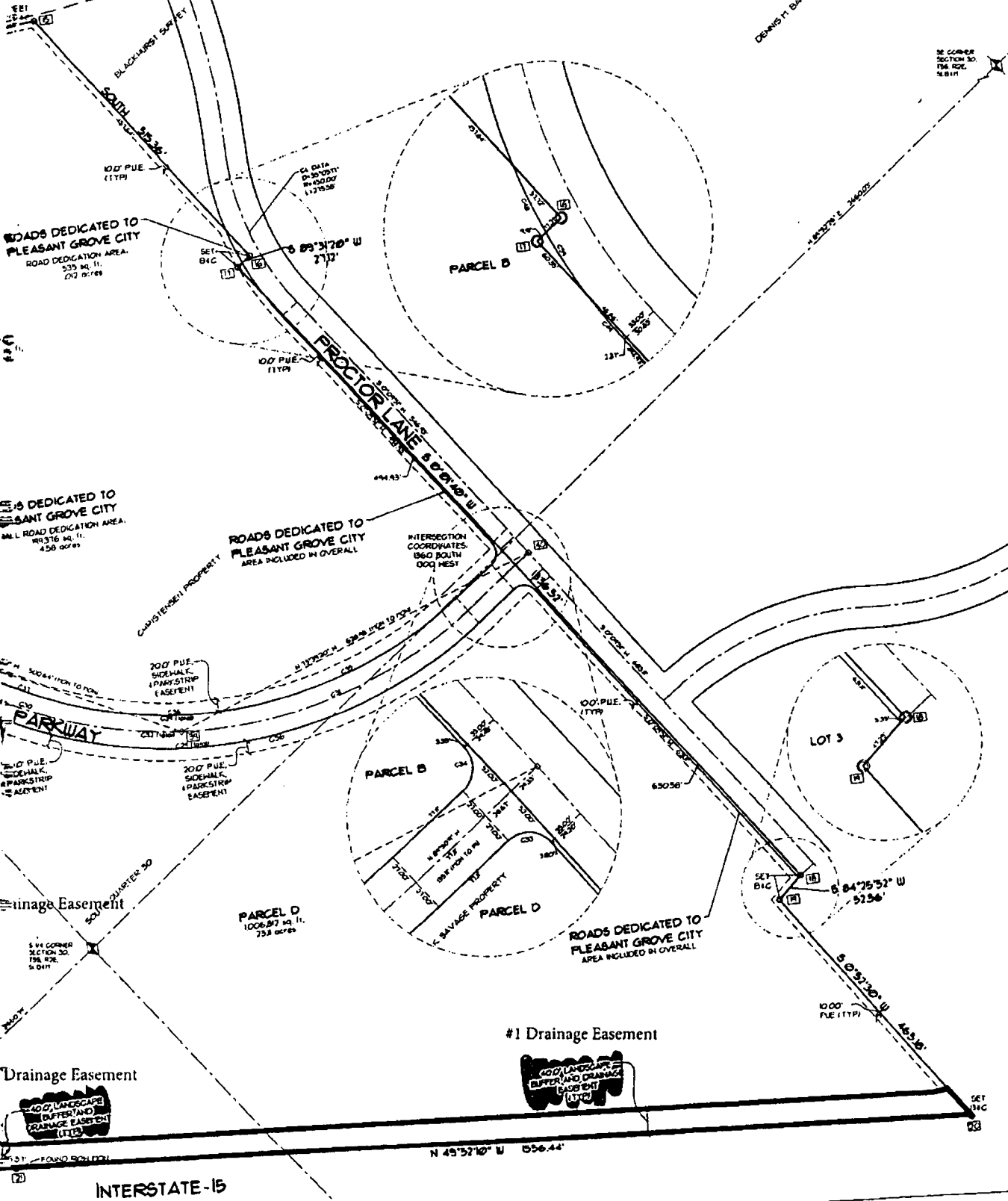
**EMBASSY GROVE**  
 LOCATED IN THE SOUTH  
 AND THE NORTH W  
 TOWNSHIP 5 SOUTH  
 SALT LAKE BAS  
 PLEASANT GROVE CI  
 PL DATA  
 DT=106.04'  
 R=2060.00'  
 L=399.0'



**SUBDIVISION**

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SE 1/4 OF SECTION 30  
E 1/2 SECTION 31,  
RANGE 7 EAST,  
T5N MERIDIAN,  
SALT LAKE COUNTY, UTAH



**DEVELOPER**  
 BAKER MANAGEMENT, LLC  
 220 SOUTH BEECHWOOD, SUITE 120  
 DORSEY, UT 84304  
 (702) 375-6666  
 FAX: (702) 375-6661

SURVEYOR'S SEAL

**EMBASSY GROVE SUBDIVISION**  
 LOCATED IN THE SOUTH HALF OF SECTION 30  
 AND THE NORTH HALF OF SECTION 31,  
 TOWNSHIP 5 SOUTH, RANGE 7 EAST,  
 SALT LAKE BASE AND MERIDIAN,  
 PLEASANT GROVE CITY, UTAH COUNTY, UTAH