

After recording return to:
View Gate Development, LLC
1248 S Hwy 191
Moab UT 84532

STORMWATER DRAINAGE AND ACCESS EASEMENT

This **STORMWATER DRAINAGE AND ACCESS EASEMENT** (the "Easement") is made and effective as of the 29 day of July, 2020 by and between **VIEW GATE DEVELOPMENT, LLC**, a Utah limited liability company ("Grantor") and **GRAND COUNTY, UTAH**, a Utah political subdivision, its successors and assigns, ("Grantee").

RECITALS

WHEREAS, Grantor owns real property located in Grand County, Utah particularly described as Lots 1A, 1B, and 2, Phase 1, Viewgate Terrace Subdivision according to the final plat thereof located in the real property records of Grand County, Utah (the "Property"); and

WHEREAS, Grantor's predecessors granted an Easement for a stormwater detention basin, an undefined access to the same, which Easement was recorded on April 23, 2001 at Entry No. 453792 in the real property records of Grand County, Utah ("Detention Basin Easement");

WHEREAS, in conjunction with approval of the Master Plan for an HDHO Development of a portion of the Property, which Master Plan was recorded against the Property, Grantor has agreed to grant an additional drainage easement to the County and define the access easement to the Detention Basin Easement herein.

NOW THEREFORE, in consideration of the recitals and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. **Grant of Stormwater Drainage Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive stormwater drainage easement in the location particularly described in *Exhibit A* and shown in *Exhibit B* for the purpose of providing for the conveyance of stormwater through the Property together with ingress and egress to the same. Grantor shall accept all stormwater conveyed by the Easement and be responsible for directing and disposing of the storm water in a commercially and environmentally reasonable manner.
2. **Grant of Access Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive access easement in the location particularly described in *Exhibit A* and shown in *Exhibit B* for the purpose of ingress and egress to the Detention Basin Easement together with the right to use, construct, repair, improve, and maintain said access roadway subject to Section 2(b) below.
 - a. *Use and Enjoyment.* Grantor shall have the right to use, construct, repair, improve, and maintain the access roadway for ingress and egress to its residential well, subject to Section 2(b) below.
 - b. *Maintenance of Access Easement.* Each party shall maintain the Access Easement in proportion to its pro rata use. Grantee agrees to repair any

part of said access roadway constructed and maintained by Grantor in the event of damage incurred through use by Grantee's equipment.


3. **No Obstruction.** Neither Grantor nor its successors and assigns shall construct or install, or cause to be constructed or installed, any buildings, structures, fences, or other improvements including any vegetation or landscaping within the easements that block or restrict the flow of stormwater or access to the Detention Basin Easement. Any such improvements or encroachments may be subject to removal by Grantee without compensation.
4. **Binding Effect.** The rights, burdens, and obligations of the parties hereto shall run with the land and be binding upon and shall benefit and be enforceable by their respective heirs, successors, and assigns in perpetuity. This Easement shall not be deemed to be modified or abandoned by non-use, inaction, or breach by Grantor or Grantee. Abandonment or modification shall only occur upon execution and recording of an instrument in writing and duly executed by Grantor and Grantee.
5. **Enforcement.** The rights and obligations under this Easement may be enforced by Grantor, Grantee, or their respective successors and assigns in an action for specific performance, damages, or both as may fit the circumstances. The sole venue for any dispute arising under this Easement shall be the courts of Grand County, Utah. Utah law governs this Easement and the interpretation of same.
6. **Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein.

IN WITNESS WHEREOF, the Parties have executed or caused this Easement to be executed by their duly authorized officers, managers, or agent to be effective as of the day and year first above written.

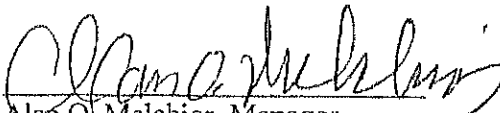
GRANTOR:

GRANTEE:

VIEW GATE DEVELOPMENT, LLC
By its Members:


William Hansen, Manager
Danview Holding, LLC

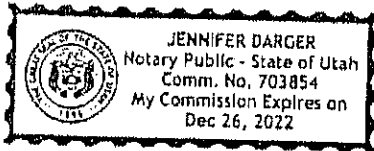

Mary McGann, Chair
Grand County Council


Alan O. Melchior, Manager
View Gate Holding, LLC

STATE OF UTAH)
) ss.
COUNTY OF Grand)

On this 29 day of July, 2020, personally appeared before me William Hansen, Manager, Danview Holding, LLC, Member of View Gate Development, LLC, who duly acknowledged to me that he executed the same on behalf of the Company and pursuant to authority set forth in its Operating Agreement and Articles of Organization.

SEAL

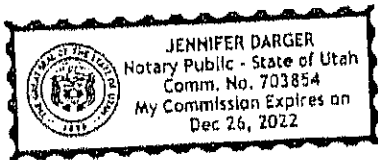


[Signature]
NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF Grand)

On this 29 day of July, 2020, personally appeared before me Alan O. Melchior, Manager, View Gate Holding, LLC, Member of View Gate Development, LLC, who duly acknowledged to me that he executed the same on behalf of the Company and pursuant to authority set forth in its Operating Agreement and Articles of Organization.

SEAL

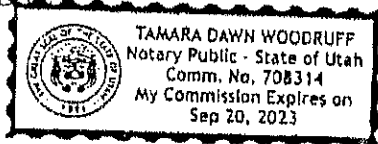


[Signature]
NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF Grand)

On this 29 day of July, 2020, personally appeared before me Mary McGann, Chair, Grand County Council, Grantee, who duly acknowledged to me that she executed the same on behalf of the County and pursuant to authority set forth in its Policies and Procedures

SEAL



[Signature]
NOTARY PUBLIC

EXHIBIT A
Legal Description

Stormwater Drainage Easement:

A 30' wide drainage facility easement, being more particularly described as:

Commencing at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence North 00°18'57" West 1213.46 feet to the point of beginning, and proceeding thence South 08°27'24" West 42.64 feet; thence South 00°18'59" West 45.57 feet; thence South 04°38'52" West 98.95 feet; thence South 32°55'31" West 85.35 feet; thence South 48°43'04" West 62.19 feet; thence South 20°54'46" West 39.00 feet; thence South 01°59'24" West 88.08 feet; thence South 45°17'15" West 103.55 feet; thence South 16°44'00" West 30.19 feet; thence South 29°40'23" West 73.54 feet; thence North 10°39'05" West 82.40 feet; thence North 22°19'10" East 38.15 feet; thence North 89°40'33" East 27.06 feet; thence North 45°17'15" East 88.37 feet; thence North 01°59'24" East 81.17 feet; thence North 20°54'46" East 51.43 feet; thence North 48°43'04" East 65.45 feet; thence North 32°55'31" East 73.63 feet; thence North 04°38'52" East 90.26 feet; thence North 00°18'59" East 46.57 feet; thence North 08°27'24" East 53.31 feet to a point on the south right-of-way of Highway 191; thence with said right-of-way South 65°39'00" East 31.19 feet to the point of beginning.

Access Easement:

A 20' wide drainage facility access easement, being 10' right and left of the following described centerline:

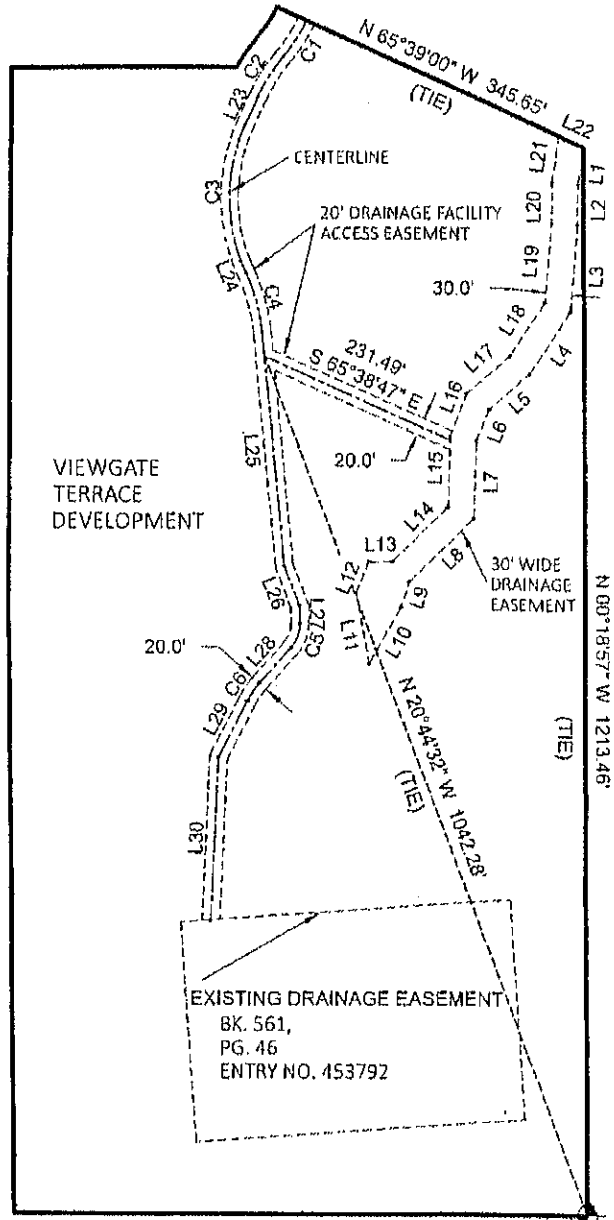
Commencing at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence North 00°18'57" West 1213.46 feet; thence North 65°39'00" West 345.65 feet to the point of beginning, and proceeding thence with a curve having a radius of 199.00 feet, to the right with an arc length of 49.27 feet, (a chord bearing of South 32°54'33" West 49.15 feet); thence with a reverse curve having a radius of 201.00 feet, to the left with an arc length of 54.90 feet, (a chord bearing of South 32°10'41" West 54.73 feet); thence South 24°21'13" West 34.29 feet; thence with a curve having a radius of 200.00 feet, to the left with an arc length of 158.39 feet, (a chord bearing of South 01°39'55" West 154.29 feet); thence South 23°11'03" East 15.09 feet; thence with a curve having a radius of 200.00 feet, to the right with an arc length of 69.48 feet, (a chord bearing of South 15°23'35" East 69.13 feet); thence South 05°26'27" East 268.33 feet; thence South 21°04'23" East 48.51 feet; thence South 01°04'23" East 20.41 feet; thence with a curve having a radius of 40.00 feet, to the right with an arc length of 29.59 feet, (a chord bearing of South 20°07'19" West 28.92 feet); thence South 41°19'01" West 54.53 feet; thence with a curve having a radius of 100.00 feet, to the left with an arc length of 24.85 feet, (a chord bearing of South 34°11'50" West 24.79 feet); thence South 27°04'39" West 71.18 feet; thence South 02°35'01" West 184.75 feet to a point on an existing drainage easement, said point being the terminus of said centerline.

ALSO: Commencing at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence North $20^{\circ}44'32''$ West 1042.28 feet to the point of beginning, and proceeding thence South $65^{\circ}38'47''$ East 231.49 feet to the terminus of said centerline.

EXHIBIT B
Easement Map

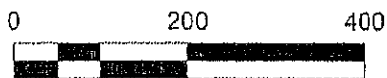
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 08°27'24" W	42.64'
L2	S 00°18'59" W	45.57'
L3	S 04°38'52" W	98.95'
L4	S 32°55'31" W	85.35'
L5	S 48°43'04" W	82.19'
L6	S 20°54'46" W	39.00'
L7	S 01°59'24" W	88.08'
L8	S 45°17'15" W	103.55'
L9	S 16°44'00" W	30.19'
L10	S 29°40'23" W	73.54'
L11	N 10°39'05" W	82.40'
L12	N 22°19'10" E	38.15'
L13	N 89°40'39" E	27.06'
L14	N 45°17'15" E	88.37'
L15	N 01°59'24" E	81.17'
L16	N 20°54'46" E	51.43'
L17	N 48°43'04" E	65.45'
L18	N 32°55'31" E	73.63'
L19	N 04°38'52" E	90.26'
L20	N 00°18'59" E	46.57'
L21	N 08°27'24" E	53.31'
L22	S 65°39'00" E	31.19'
L23	S 24°21'13" W	34.29'
L24	S 23°11'03" E	15.09'
L25	S 05°26'27" E	268.33'
L26	S 21°04'23" E	48.51'
L27	S 01°04'23" E	20.41'
L28	S 41°19'01" W	54.53'
L29	S 27°04'39" W	71.18'
L30	S 02°35'01" W	184.75'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	199.00'	49.27'	49.15'	S 32°54'33" W
C2	201.00'	54.90'	54.73'	S 32°10'41" W
C3	200.00'	158.39'	154.29'	S 01°39'55" W
C4	200.00'	69.48'	69.13'	S 15°23'35" E
C5	40.00'	29.59'	28.92'	S 20°07'19" W
C6	100.00'	24.85'	24.79'	S 34°11'50" W



SOUTH 1/4
CORNER
SECTION 7,
T26S, R22E,
SLB&M

GRAPHIC SCALE



1" (INCH) = 200' (FEET)



RED DESERT 
Land Surveying
30 South 100 East
Moab, UT 84153
435 259 8171

EXHIBIT B
DRAINAGE PLAN EASEMENTS

Project 009-20
Date 7/15/20
Sheet 1 of 1