

Ent: 427779 - Pg 1 of 4
Date: 4/22/2016 9:10:00 AM
Fee: \$16.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Cottonwood Title Insurance Agency, Inc.

WHEN RECORDED MAIL TO:
Stansbury Park Improvement District
10 Plaza
Stansbury Park, UT 84074

STORM DRAINAGE BYPASS EASEMENT

Penelope Rose, LLC, a Utah limited liability company, ("*Grantor*") as owner of the subject property, hereby GRANTS AND CONVEYS to Stansbury Park 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, a non-exclusive perpetual easement and right-of-way, including the right of ingress and egress thereto ("*Easement*"), to be utilized by Grantee for the purpose of constructing, installing, renewing and enlarging, paralleling, owning, operating, inspecting, maintaining, repairing, altering, replacing, protecting and making and removing connections to the related equipment and facilities within said easement, to be situated under, across and through the following real property of Grantor located in Tooele County, State of Utah more particularly described below and hereinafter referred to as the "Easement Property":

A 20' wide drainage easement located in the SE1/4 of Section 17, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point West 209.70 feet, and South 1047.93 feet from the East 1/4 Corner of Section 17, Township 2 South, Range 4 West, Salt Lake Base and Meridian (Basis of Bearing: N0°22'19"W along the Section line between the East 1/4 Corner and the Northeast Corner of Section 17, Township 2 South, Range 4 West, Salt Lake Base & Meridian); thence S30°12'23"E 20.00 feet to the northerly line of State Road 138; thence S59°47'37"W along said road 216.23 feet; thence N30°06'40"W 185.73 feet; thence N59°47'37"E 20.00 feet; thence S30°06'40"E 165.73 feet; thence N59°47'37"E 196.20 feet to the point of beginning.

A site plan depicting the location of the Easement Property is included with the materials attached hereto as Exhibit A. The Easement is necessary for the development of approximately eighteen (18) residential plat phases contained within the proposed Wild Horse Ranch Subdivision ("*Subdivision*")

The Easement shall be for the construction, installation, use, maintenance, repair and replacement, as necessary, of the storm drain lines and related improvements and facilities to be constructed and installed by Grantor on the Easement Property ("*Utility Lines*").

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

1. During temporary periods, the Grantee shall have the right to utilize such portion of Grantor's property situated along and adjacent to the Easement Property as described herein as shall be reasonably necessary in connection with the initial construction and installation of the Utility Lines.

2. Grantor's or Grantee's construction and operational activities (depending on which party conducted said work) related to its use of the Easement Property as provided herein shall be performed in compliance with all applicable requirements of other governmental entities having jurisdiction.

3. It is understood and agreed that the Easement set forth herein gives, grants and conveys to Grantee the right of ingress and egress to and upon the Easement Property for the purposes set forth herein.

4. Within a reasonable time following completion of construction of any improvements associated with the Utility Lines within the Easement Property, subject to suitable weather and/or soil conditions, Grantee or Grantor (depending on which party conducted said work), at its expense, shall reasonably restore the surface of the Easement Property or any other property of Grantor disturbed by Grantee during construction, as near as practicable to its pre-construction condition.

5. Grantor reserves the right to use and enjoy the Easement Property subject to this Easement and Grantee's rights 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 Grantee's pipeline equipment and facilities, or otherwise do anything 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 and Grantee's rights of ingress or egress as herein set forth. Grantor shall not change the contour of the ground within the Easement Property without the prior written consent of the Grantee.

6. 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 hereunder.

7. The Easement and related rights 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, successors-in-interest and assigns.

8. This Easement, and all rights, 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 Tooele County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

9. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below, to be effective on the recording date hereof.

GRANTOR:

Penelope Rose, LLC, a Utah limited liability company

By: [Signature]
Name: Micah W. Peters
Its: Managing Member

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 21 day of April, 2016 by Micah W. Peters in his capacity as Manager of Penelope Rose, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC

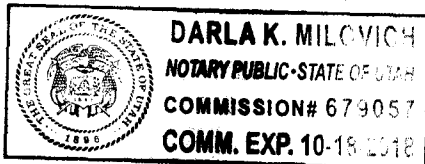
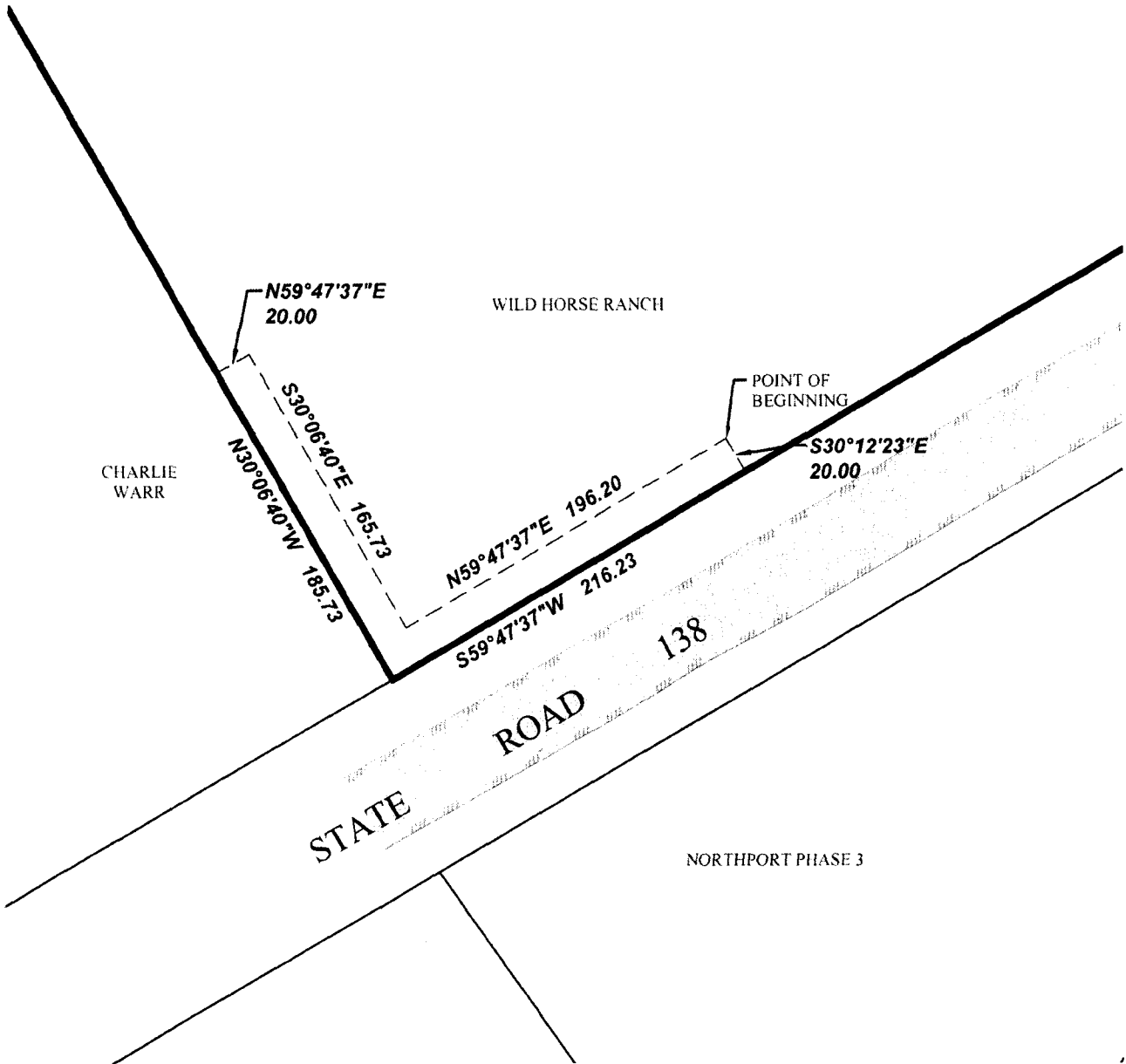


EXHIBIT A



FOCUS
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

**WILD HORSE RANCH
STORM DRAIN BYPASS EASEMENT
STANSBURY PARK, UTAH**

Date Issued	5/27/2015
Scale	NTS
Drawn	SWL
Job	14-130
Sheet	

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