

When Recorded, Return to:
Stansbury Park Improvement District
30 Plaza
Stansbury Park, UT 84074

**AGREEMENT
FOR
DELIVERY AND MANAGEMENT OF STORM DRAINAGE WATER
AND GRANT OF EASEMENT FOR CONTROL STRUCTURES**

THIS AGREEMENT (“Agreement”), is made and executed effective as of this 3 day of February , 2016, by and between STANSBURY PARK IMPROVEMENT DISTRICT, a political subdivision of the State of Utah, with its principal office located at 30 Plaza, Stansbury Park, Utah 84074, as Grantee (the “District”), and C & J WARR FAMILY PROPERTIES, L.C., a Utah limited liability company, with its principal office located at 4820 Tom’s Lane, Erda, Utah 84074, as Grantor (“Warr”). Warr and District are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Warr owns certain real property located north of State Road 138 immediately adjacent to property situated within the corporate boundaries of the District consisting of Tax Parcel Nos. 05-034-0074 and 05-035-0015, as more particularly described in EXHIBIT “A” (the “Property”); and

WHEREAS, Warr owns and maintains a pond and other natural and man-made features as a wildlife habitat, filled in part with the water flowing in and through natural and man-made drainage channels which have historically flowed through the Property (collectively, the “Wildlife Facilities”); and

WHEREAS, for the purpose of this Agreement, the term “Storm Drainage Water” means storm water (defined to mean any surface flow and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation, including snowmelt), and other run-off water (defined to mean any other surface flow of water including, without limitation, sprinkler and other landscape irrigation run-off water, and street run-off and other surface run-off water), collected by the District in the Storm Drainage System serving the community of Stansbury Park.

WHEREAS, the Parties acknowledge that for many years the District and its predecessor-in-interest, have discharged onto the Property Storm Drainage Waters, as hereinafter defined, which are collected by the District in its storm water collection and drainage system serving the community of Stansbury Park (the “District Storm Drainage System”), and,

WHEREAS, Warr over these many years has readily and willingly accepted the District’s Storm Drainage Water flows, and desires to continue to accept and receive, in perpetuity, said flows onto the Property for Warr’s development and use in connection with Warr’s Wildlife Facilities and other purposes; and

WHEREAS, the purpose and intent of this Agreement is to memorialize and set forth the respective

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rights and obligations of the Parties with respect to the delivery of Storm Drainage Waters generated by the District through the District Storm Drainage System, to Warr for handling, use and distribution by Warr , in accordance with the historic practice of the Parties and as set forth herein.

NOW, THEREFORE; in consideration of the terms, covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. WARR RIGHTS AND OBLIGATIONS. In consideration of Warr having the right to and benefit of the Storm Drainage Water for use by Warr in connection with Warr’s Wildlife Facilities, and otherwise, on the Property:

(a) Warr, at its sole expense, shall fully and separately assume, in perpetuity, all care, maintenance, management and responsibility for the Storm Drainage Water upon discharge of the same onto the Warr Property, and be solely and separately obligated to control, manage, channel, divert, use, hold and dispose safely of the same commencing on the Warr Property side of the Control Structure as defined in Section 4 at each Discharge Point described in Section 3.

(b) Warr hereby represents that it can and will accommodate and use all of the Storm Drainage Water which the District is able to make available for discharge onto the Property in connection with Warr’s Wildlife Facilities and otherwise, and has available on the Property the means to channel and use the Storm Drainage Water in connection with Warr’s Wildlife Facilities or to otherwise on the Property. The Parties hereby understand and agree that in the case of 100 year storm events or periods of excessive spring run-off resulting in flows of Storm Drainage Water or other waters over and across the Warr Property, such water will be allowed by Warr to follow historical drainage channels and routes across the Warr Property.

(c) Warr agrees to receive onto the Property all quantities of Storm Drainage Water as may be discharged thereon which emanates from and is delivered through the District Storm Drainage System, directly off of streets, or otherwise in the case of a storm events or periods of excess flows greater than that for which the District’s Storm Drainage System has been designed, and agrees to accept the Storm Drainage Water in its “As Is”, “Where Is” quality and condition at the Discharge Points.

(d) It is understood and agreed to by the Parties that Warr shall have the means and capability of either retaining the Storm Drainage Water on site, or channeling and/or discharging said water off of the Property in such a manner as shall prevent injury to any person or damage of any kind to any offsite properties.

(e) With the exception of the District’s storm water discharge control pipes and structures within the District’s easement as provided for in Section 4 herein, Warr shall, at its sole expense, own, operate, maintain, repair, renew and replace any and all structures, ponds, ditches, canals, channels, pipelines, flood plains, and any and all land, facilities and equipment used in connection therewith or related thereto, of any sort or description, which are situated upon and within the boundaries of the Property and utilized by Warr for the acceptance, receipt, management, control, care, retention, and channeling of the Storm Drainage Water discharged onto the Property by the District as provided for herein.

(f) Subject to the provisions of Section 2(b)(3) herein (the District's indemnity obligation), to the maximum extent allowed by applicable law, Warr shall indemnify the District and hold the District and its employees harmless against all third party actions, causes of action, damages, losses, claims, attorneys fees and to the extent costs arising out of any negligent act or omission of Warr related in any way to Warr's responsibilities, obligations and performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for sole negligence of the District. In the event any claims are caused by the joint or concurrent negligence of the District and Warr, Warr shall indemnify the District only in proportion to Warr's own negligence or liability.

(g) To the extent allowable by and in conformance with and subject to all applicable law related thereto, Warr, at its discretion, may file an application with the Utah Division of Water Rights to appropriate the Storm Drainage Water to be discharged onto the Property for its use. The District agrees that it shall not protest the filing of such an application to appropriate by Warr. The District makes no representation or guarantee as to the availability of any Storm Drainage Water at any time, or in any quantity or quality.

2. DISTRICT RIGHTS AND OBLIGATIONS. In the delivery of water to Warr as provided herein:

(a) The District shall, to the extent possible, make its Storm Drainage Water available to Warr if, as and when generated, collected and delivered by the District in its Storm Drainage System for discharge onto the Property for Warr's use in connection with Warr's Wildlife Facilities or otherwise, which water may be appropriated by Warr as provided in Section 2(g) above.

(b) The District shall, at its sole expense, own, operate, maintain, repair, renew and replace any and all components of the Storm Drainage System, including, without limitation, all structures, pipelines, collection boxes, pumps, motors, valves and any facilities and equipment used in connection therewith up to and including the Control Structures at the Discharge Points described in Section 3 herein.

(c) To the maximum extent allowed by applicable law, the District shall indemnify Warr and hold Warr harmless against all third party actions, causes of action, damages, losses, claims, attorneys fees and to the extent costs arising out of any negligent act or omission of the District related in any way to the District's responsibilities, obligations and performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for sole negligence of Warr. In the event any claims are caused by the joint or concurrent negligence of the District and Warr, the District shall indemnify Warr only in proportion to the District's own negligence or liability.

3. POINTS OF DISCHARGE. The piped Storm Drainage Water may be discharged by the District onto the Property at the following points as more particularly described and depicted on the map attached as EXHIBIT "B" hereto and incorporated by reference herein: (i) the Porter Way Park Stream Discharge Point, (ii) the Reach 10 Discharge Point, (iii) the Storm Drain Bypass, and (iv) the Reach 17 Discharge Point (each, a "Discharge Point," and collectively, the "Discharge Points").

4. GRANT OF EASEMENT FOR CONTROL STRUCTURES.

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(a) Warr hereby grants and conveys to the District, and its successors and assigns, a perpetual easement over, on and through the Property at each of the Discharge Points, as described in Section 3 herein, whereby the District shall have the right to own, construct, install, operate, maintain, repair and replace such storm water discharge control pipes or structures, and related equipment and facilities as it shall, in its sole discretion, deem convenient and necessary (the "Control Structures"), including the right of ingress and egress 16.5 feet north of the current property boundary line thereto and such property around the Control Structures as shall be necessary to maintain, repair and replace the same, so long as the Control Structures do not interfere or obstruct the natural gravitational flow of water from, or restrict the quantity of water being delivered at, the Discharge Points.

(b) Warr reserves the right to use and enjoy the Property for any all purposes subject to the District's Easement rights as set forth herein. Warr shall not, in making any such use of the Easement Property, construct any permanent buildings or other structures or improvements that would obstruct the flow of Storm Drainage Water to be discharged onto the Property, or that would unreasonably obstruct or interfere in any way with the District's rights to the use of the Easement for the purposes granted to it herein. Warr acknowledges and agrees to remove any structure, hindrance or obstruction, and to cut away and keep clear any and all trees, brush, native growth or foliage, which may hereafter be situated on the Property which would hinder or obstruct the discharge of water by the District onto the Property. In the event Warr fails to meet this obligation, the District shall have the right to remove any structure, hindrance or obstruction, and to cut away and keep clear any and all trees, brush, native growth or foliage which, in the District's sole discretion, may hinder or obstruct the Discharge of the Storm Drainage Water onto the Property. The District shall have no liability for any damage to any improvements made by the District or Warr to the extent any such damage arises out of or in connection with the District's use of the Property for the Easements granted herein.

(c) The Easement granted by Warr to the District hereunder creates an equitable servitude on the Property and constitutes a covenant running with the land which shall be binding upon Warr and the District and their respective legal representatives, successors-in-interest and assigns.

5. **AMENDMENT.** This Easement, and all rights, covenants and restrictions set forth herein, may not be terminated, extended, modified, or amended without the written consent of both Parties, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Tooele County, Utah, a written document effecting the same, duly executed and acknowledged by the Parties.

6. MISCELLANEOUS PROVISIONS.

(a) **Incorporation of Recitals and Exhibits.** The Recitals first set forth above and all Exhibits attached hereto are incorporated into this Agreement and made a part hereof.

(b) **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

(c) **Inducement.** The making and execution of this Agreement has not been induced by

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any representation, statement, warranty or agreement other than those herein expressed.

(d) **Attorney's Fees.** In the event any action or negotiation shall be instituted by a Party to enforce any of the terms and provisions contained herein, the prevailing Party in such action or negotiation shall be entitled to reasonable attorney's fees, costs and expenses.

(e) **Integration.** This Agreement constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no force and effect.

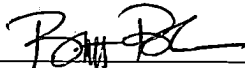
(e) **No Obligation to Third Parties.** The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other.

(g) **Survival.** Except as otherwise specifically provided herein, all terms, conditions, covenants, warranties, representations and indemnities contained herein shall survive the Closing and shall not be deemed to be merged into the Grant of Easement.


(h) **Warranty of Authority.** The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

STANSBURY PARK IMPROVEMENT DISTRICT

By: 
Its: Manager


C & J WARR FAMILY PROPERTIES, L.C.

By: 
Its: Manager

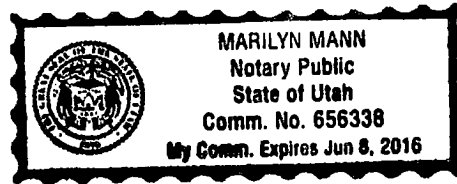
[ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]

State of Utah)
 : ss.
County of Tooele)

The foregoing instrument was acknowledged before me this 3 day of February, 2016, by Brett Palmer, who acknowledged to me he is the District Manager of Stansbury Park Improvement District, and that he signed the foregoing instrument pursuant to a resolution of its Board of Trustees authorizing the same.

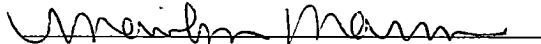


NOTARY PUBLIC



State of Utah)
 : ss.
County of Tooele)

The foregoing instrument was acknowledged before me this 3 day of February, 2016, by Charles Warr, who acknowledged to me he is the Manager of C & J Warr Family Properties, L.C., and that said limited liability company duly executed the same.



NOTARY PUBLIC

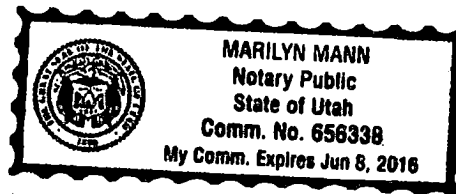


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

NOTE: ALL LEGAL DESCRIPTIONS WERE DERIVED FROM VESTING DOCUMENTS RECORDED AT TOOELE COUNTY RECORDERS OFFICE.

PARCEL 1 05-026-0-0014

BEGINNING AT THE SOUTHWEST CORNER SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 2640 FEET; THENCE EAST 741.42 FEET; THENCE SOUTH 52°40'22" WEST 523.98 FEET; THENCE SOUTH 37°19'38" EAST 1620 FEET, MORE OR LESS, TO THE QUARTER SECTION LINE; THENCE SOUTH 997.48 FEET; THENCE WEST 1320 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY INTEREST OF TOOELE COUNTY.

PARCEL 2 05-034-0-0074

BEGINNING AT A POINT FROM THE NORTH QUARTER CORNER STONE OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°56'04" WEST 103.42 FEET; THENCE NORTH EAST 88°55'23" EAST 986.35 FEET; THENCE SOUTH 00°49'06" EAST 469.42 FEET; THENCE SOUTH 62°34'10" WEST 2590.06 FEET; THENCE NORTH 00°23'54" WEST 822.12 FEET; THENCE NORTH 64°45'06" EAST 784.56 FEET; THENCE NORTH 13°29'54" WEST 603.48 FEET; THENCE NORTH 89°42'06" EAST 744.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY INTEREST OF PENELOPE ROSE, LLC

PARCEL 3 05-035-0-0036

EAST HALF OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. EXCEPTING THEREFROM 1.7 ACRES TO GARFIELD WATER CO.

PARCEL 4 05-035-0-0015

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE WEST SECTION LINE OF SAID SECTION 17, NORTH 00°21'16" WEST 955.84 FEET TO A POINT WHICH IS SOUTH 00°21'16" EAST 1672 FEET FROM THE NORTHWEST CORNER OF SECTION 17; THENCE LEAVING SAID SECTION LINE AND GOING EASTERLY ALONG THE STANBURY PARK IMPROVEMENT DISTRICT BOUNDARY AS FOLLOWS: NORTH 89°44'51" WEST 2831.41 FEET; THENCE NORTH 64°45'06" EAST 1545.75 FEET, MORE

EXHIBIT A

OR LESS, TO PROPERTY CONVEYED TO STANSBURY PARK IMPROVEMENT DISTRICT BY QUIT CLAIM DEED RECORDED 2/15/95, AS ENENTRY NO. 071993 IN BOOK 390 AT PAGE 374, OF OFFICIAL RECORDS; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: SOUTH 24°14'55" EAST 326.73 FEET; THENCE NORTH 67°02'26" EAST 411.19 FEET; THENCE NORTH 64°45'06" EAST 578.30 FEET TO THE EAST LINE OF SECTION 17; THENCE SOUTH 00°23'54" EAST 822.12 FEET; THENCE SOUTH 62°34'10" WEST 1357.64 FEET; THENCE SOUTH 30°06'40" EAST 822.12; THENCE SOUTH 59°55'20" WEST 2917.40 FEET TO THE SOUTH LINE OF SAID SECTION 17; THENCE SOUTH 89°23'30" WEST 2348.77 FEET TO THE POINT OF BEGINNING.

PARCEL 5 05-035-0-0017

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND TRAVERSING THENCE NORTH 89°42'06" EAST 1788.06 FEET; THENCE SOUTH 31°29'05" EAST 1957.06 FEET; THENCE SOUTH 89°44'51" WEST 2799.84 FEET TO A POINT ON THE WEST LINE OF SECTION 17; THENCE NORTH 00°21'16" WEST 1672.00 FEET ALONG SAID SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 17 AND THE POINT OF BEGINNING.

PARCEL 6 05-036-0-0006

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 40.

LESS AND ANY PUBLIC ROAD RIGHT OF WAY

PARCEL 7 05-026-0-0003

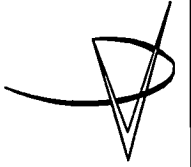
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE EAST 473.38 FEET, THENCE NORTH 376.69 FEET, THENCE NORTH 37°19'38" WEST 780.68 FEET, THENCE SOUTH 997.48 FEET TO THE POINT OF BEGINNING.

PARCEL 8 05-027-0-0028

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN TOOELE COUNTY, STATE OF UTAH AND BEING

EXHIBIT A

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, AND THE WESTERLY LINE OF A STANSBURY PARK IMPROVEMENT DISTRICT PARCEL, RECORDED AS ENTRY NO. 335721; SAID POINT BEING SOUTH 89° 42' 06" WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 874.07 FEET, (BASIS OF BEARING SOUTH 89° 42' 06" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN.) FROM THE TOOELE COUNTY DEPENDANT RESURVEY MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 9 AND RUNNING THENCE SOUTH 61° 06' 15" WEST ALONG THE BOUNDARY OF SAID STANSBURY PARK IMPROVEMENT PARCEL, A DISTANCE OF 210.46 FEET THENCE SOUTH 88° 55' 22" WEST, A DISTANCE OF 258.09 FEET; THENCE NORTH 00° 49' 00" EAST, A DISTANCE OF 104.27 FEET TO THE SOUTH SECTION LINE OF SAID SECTION 9; THENCE NORTH 01° 12' 44" EAST, A DISTANCE OF 1031.90 FEET TO THE SOUTHERLY LINE OF THE KENNECOTT UTAH COPPER PARCEL, ENTRY NO. 329649, SAID PARCEL LINE ALSO BEING THE NORTHERLY LINE OF THE MILL CREEK CANAL/DITCH; THENCE RUNNING EASTERLY ALONG SAID DITCH LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 25° 18' 47" EAST, A DISTANCE OF 82.58 FEET (2) NORTH 78° 11' 03" EAST, A DISTANCE OF 126.96 FEET (3) SOUTH 67° 49' 32" EAST, A DISTANCE OF 321.44 FEET (4) NORTH 77° 18' 48" EAST, A DISTANCE OF 328.81 FEET (5) SOUTH 74° 38' 58" EAST, A DISTANCE OF 344.75 FEET. THENCE SOUTH 38° 59' 38" WEST, A DISTANCE OF 489.53 FEET TO THE NORTHERLY CORNER OF SAID STANSBURY PARK IMPROVEMENT PARCEL; THENCE RUNNING SOUTHWESTERLY ALONG THE BOUNDARY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 38° 59' 38" WEST, A DISTANCE OF 577.40 FEET (2) SOUTH 61° 06' 15" WEST, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING.



Ward Engineering Group
 Planning • Engineering • Surveying
 231 West 800 South
 Salt Lake City, Utah 84101
 Phone: (801)487-8040 Fax: (801)487-8668

WARR EXHIBIT A
 LOCATED IN SECTION X, TOWNSHIP 2 SOUTH,
 RANGE 4 WEST, SALT LAKE BASE
 AND MERIDIAN,
 TOOELE COUNTY, UTAH

DATE: 2/04/19
 DRAWN BY: FWH
 SHEET NO.: 1 OF 1

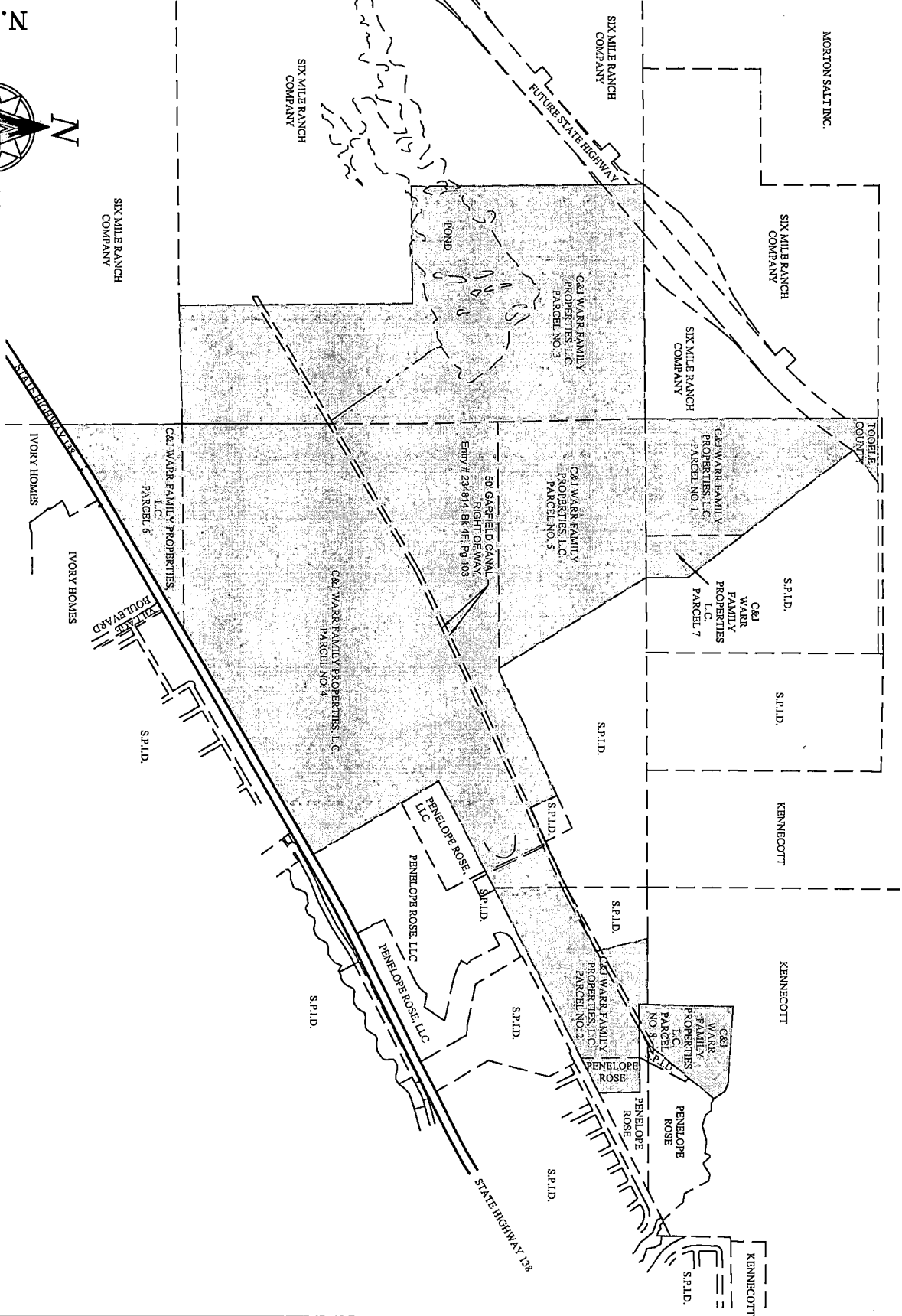
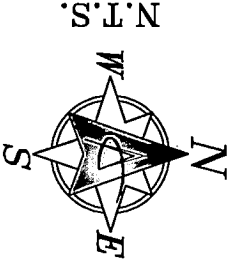
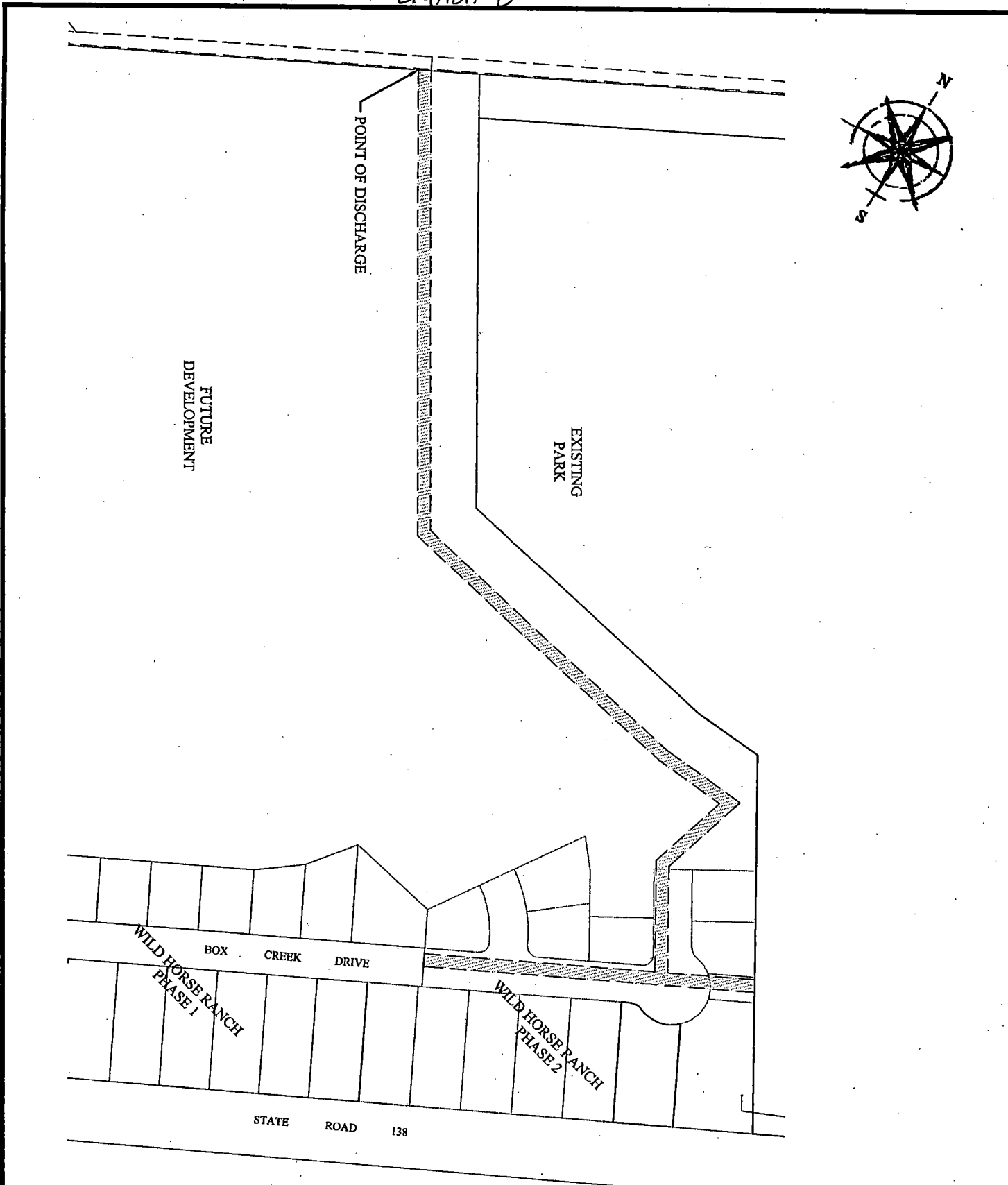


EXHIBIT "B"

DESCRIPTION AND DEPCION OF DISCHARGE POINTS

EXHIBIT B



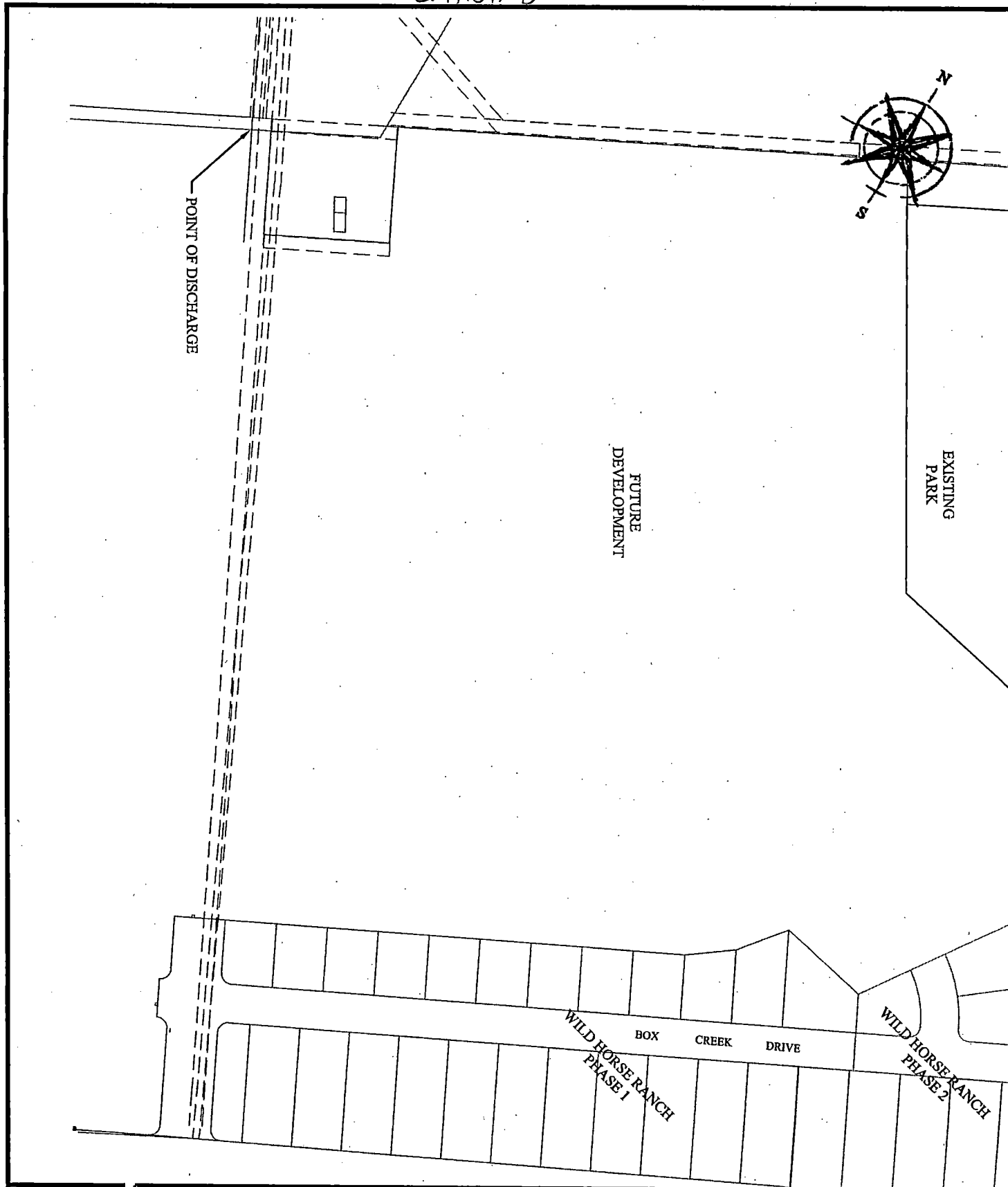
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WILD HORSE RANCH PH 1

REACH NUMBER 10

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

EXHIBIT B



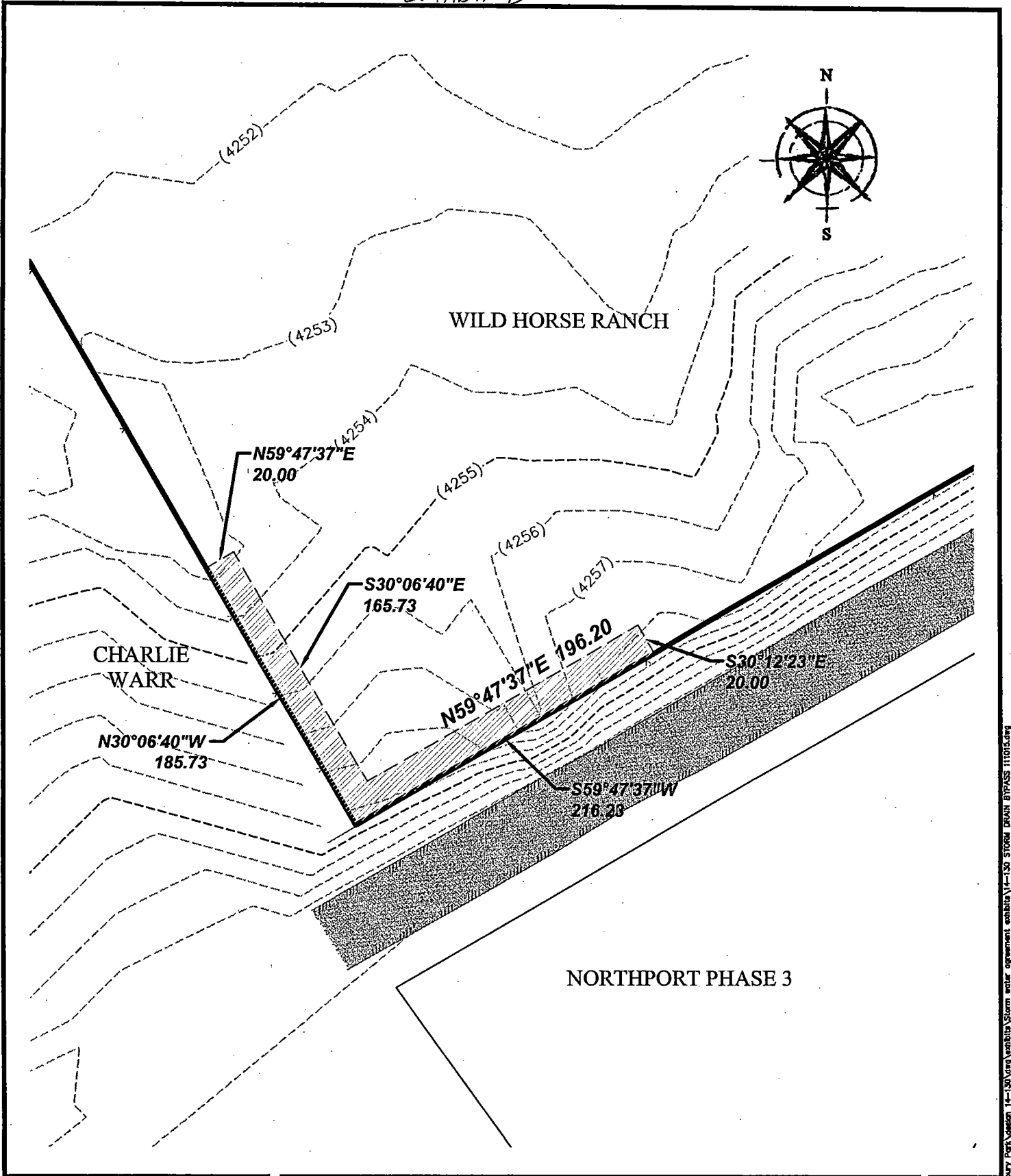
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WILD HORSE RANCH PH 1

REACH 17 DISCHARGE

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

EXHIBIT B



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**WILD HORSE RANCH
 STORM DRAIN BYPASS**

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Z:\2014\14-130 Area Stormwater\Storm water improvement exhibit\14-130 STORM DRAIN BYPASS 11015.dwg