

Ent: 362639 - Pg 1 of 7  
Date: 11/15/2011 12:20 PM  
Fee: \$0.00  
Filed By: cp  
Jerry M. Houghton, Recorder  
Tooele County Corporation  
For: STANSBURY PARK IMPROVEMENT DI-  
S

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

**GRANT OF EASEMENTS**  
(Water and Sewer Lines)

LEUCADIA FINANCIAL CORPORATION, a Utah corporation, ("Grantor"), does hereby grant to STANSBURY PARK IMPROVEMENT DISTRICT, a political subdivision of Tooele County, Utah ("Grantee"), its successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, perpetual, non-exclusive water line and sewer line easements (the "Easements"), to be used by Grantee for the following purposes only:

Water Line Easement. To own, lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other water transmission and distribution facilities (hereinafter collectively called "Water Facilities") over, under, across and through the land (the "Water Line Easement Parcel") situated in Tooele County, State of Utah, which is more particularly described on Exhibit A and shown on Exhibit B attached hereto and made a part hereof.

Sewer Line Easement. To own, lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, and other sewer collection and transmission facilities (hereinafter collectively called "Sewer Facilities" and together with the Water Facilities, the "Facilities") over, under, across and through the land (the "Sewer Line Easement Parcel" and together with the Water Line Easement Parcel, the "Easement Parcels") situated in Tooele County, State of Utah, which is more particularly described on Exhibit C and shown on Exhibit D attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Water Facilities and/or Sewer Facilities and replacements and additions thereto shall be maintained, together with the right of ingress and egress within the Easement Parcels to own, maintain, operate, repair, inspect, protect, remove and replace the Facilities.

Grantor reserves and retains the right to use the Easement Parcels and the right for Grantor to grant nonexclusive easements, rights of way and other use rights to other persons and/or entities to use the Easement Parcels, provided such use does not unreasonably interfere with the Facilities or any other rights

granted to Grantee hereunder. Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curbs and gutters, sidewalks, pavement, asphalt, landscaping or other improvements over and across the Easement Parcels that do not unreasonably obstruct or interfere with the Facilities or any other rights granted to Grantee hereunder, and Grantee shall repair and/or replace any Grantor improvements damaged by Grantee in the exercise of its rights hereunder. Notwithstanding the foregoing, Grantor shall not construct permanent buildings or other permanent structures, or plant any trees or shrubs whose roots would contact the Grantee's water lines and sewer lines within the Easement Parcels (the "Prohibited Improvements"). Grantor hereby acknowledges and agrees that Grantee shall have the unilateral right, upon reasonable notice and without compensation to Grantor, to physically remove any Prohibited Improvement and to clear any trees, shrubs, brushes, native growth or foliage, which are now or may hereafter be situated within the Easement parcels that may, in the Grantee's sole opinion, obstruct, endanger, hinder or conflict with its rights hereunder. The Grantee shall have no liability for any damage to any Prohibited Improvements made by Grantor to the extent such damage arises out of or in connection with the Grantee's use of the Easement Parcels consistent with its rights hereunder.

Grantor represents that it is the owner of the Easement Parcels and that the same is not subject to any lien, tax, encumbrance, restriction, or any adverse easement or interest of any kind which would interfere, in any way, with the Easements granted hereby and the rights and interests conveyed by Grantor to Grantee hereunder.

This Grant of Easements, and all rights, covenants and restrictions set forth herein, create an equitable servitude on the Easement Parcels and constitute a covenant running with said land which shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

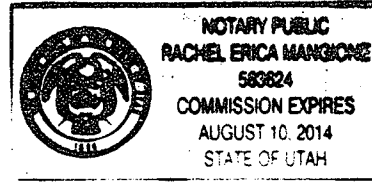
By accepting delivery, and upon recordation of this Grant of Easements, Grantee acknowledges and agrees with the terms and provisions hereof.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easements to be executed by a person duly authorized by Grantor to execute the same this 29<sup>th</sup> day of June, 2011.

LEUCADIA FINANCIAL CORPORATION, a  
Utah corporation

By: *J. P. Wheeler*  
Title: ~~Vice~~ President

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )



The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2011, by Justin Wheeler, the Vice President of Leucadia Financial Corporation, a Utah corporation.

*Rachel Mangione*  
NOTARY PUBLIC

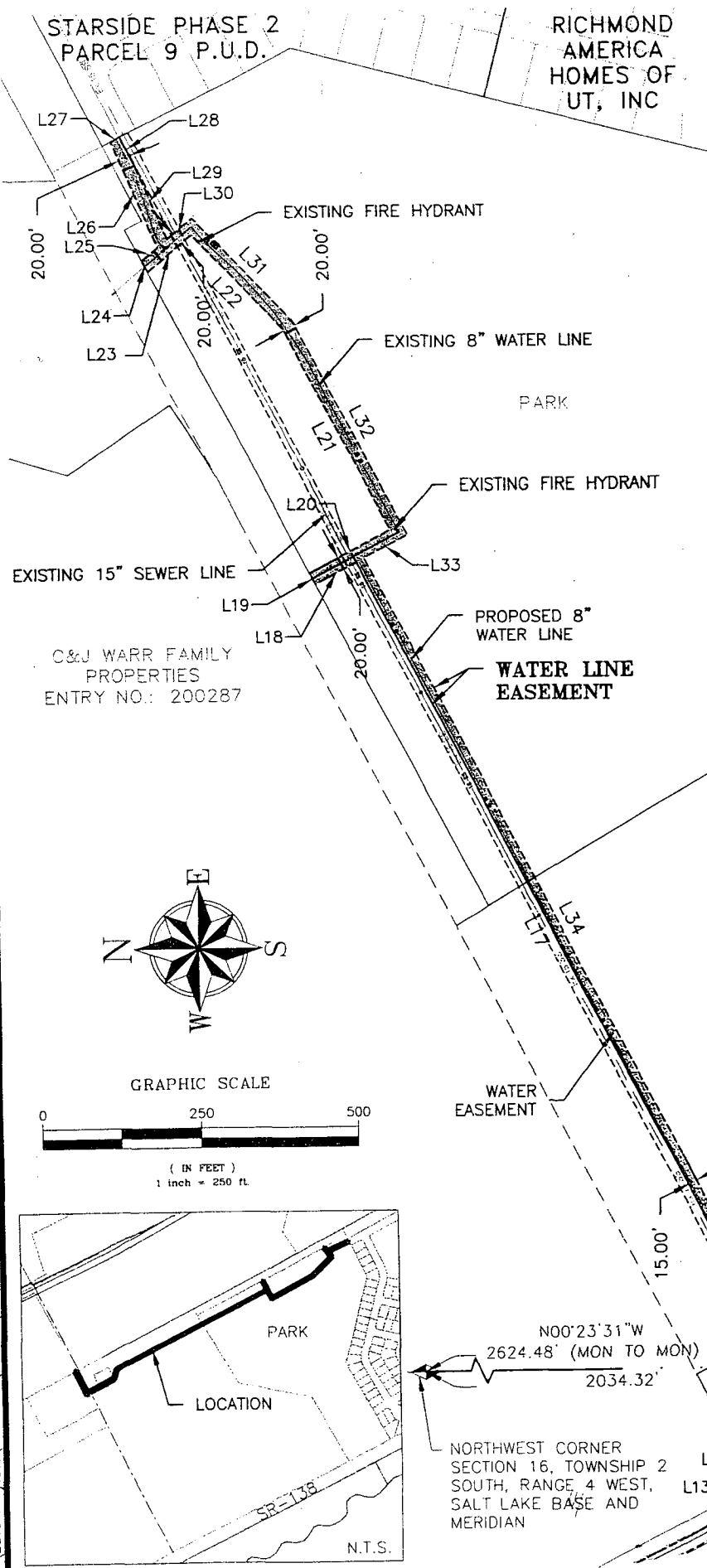
## EXHIBIT A

### Water Line Easement

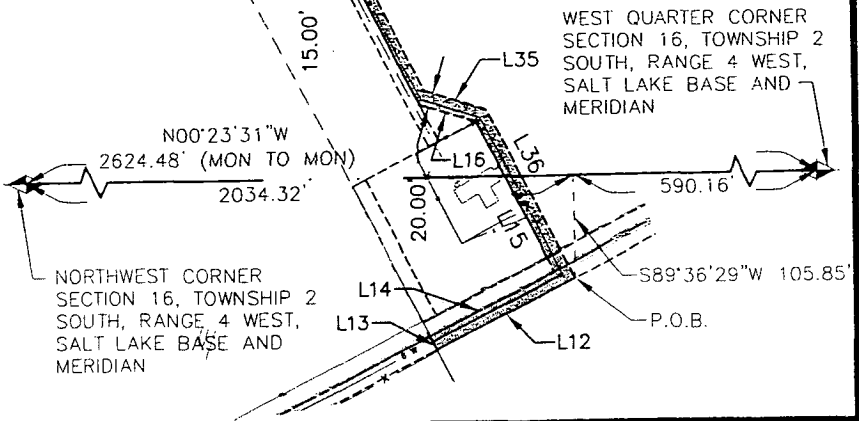
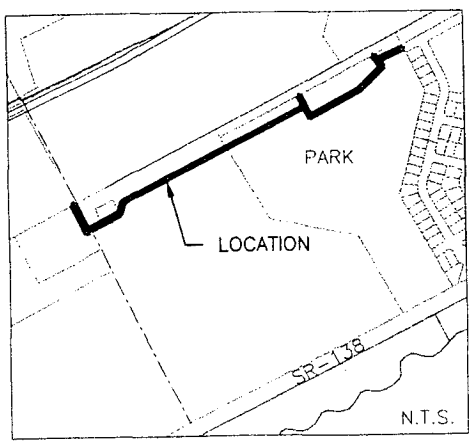
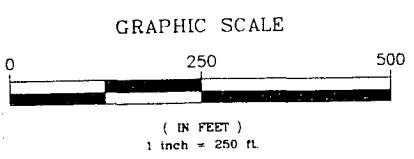
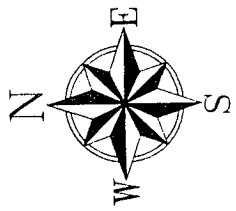
A strip of land situated in the Northwest Quarter of Section 16, and the northeast quarter of Section 17, Township 2 South, Range 4 West, Salt Lake Base and Meridian. Said strip being more particularly described as follows:

Beginning at a point North  $0^{\circ}23'31''$  West, along the Section line, 590.16 feet and South  $89^{\circ}36'29''$  West, 105.85 feet, from the West Quarter Corner of said Section 16, and running thence North  $26^{\circ}49'40''$  West, 203.09 feet; thence North  $62^{\circ}26'59''$  East, 20.00 feet; thence South  $26^{\circ}49'40''$  East, 183.19 feet; thence North  $62^{\circ}44'32''$  East, 218.55 feet; thence North  $17^{\circ}44'32''$  East, 77.77 feet, thence North  $62^{\circ}45'13''$  East, 1331.33 feet; thence North  $27^{\circ}25'50''$  West, 73.67 feet; thence North  $62^{\circ}34'10''$  East, 20.00 feet; thence South  $27^{\circ}25'50''$  East, 145.46 feet; thence North  $62^{\circ}21'10''$  East, 357.56 feet; thence North  $46^{\circ}37'20''$  East, 209.30 feet; thence North  $40^{\circ}23'07''$  West, 89.27 feet; thence North  $62^{\circ}34'10''$  East, 20.52 feet; thence South  $40^{\circ}23'07''$  East, 32.95 feet; thence North  $66^{\circ}28'04''$  East, 181.84 feet to the West line of Starside phase 2 subdivision; thence South  $26^{\circ}42'02''$  East along said West line, 17.06 feet; thence South  $62^{\circ}45'13''$  West, 45.72 feet; thence South  $66^{\circ}28'04''$  West, 131.10 feet; thence South  $40^{\circ}23'07''$  East, 49.81 feet; thence South  $46^{\circ}37'20''$  West, 231.05 feet; thence South  $62^{\circ}21'10''$  West, 380.40 feet; thence North  $27^{\circ}25'50''$  West, 76.87 feet; thence South  $62^{\circ}45'13''$  West, 1318.10 feet; thence South  $17^{\circ}44'32''$  West, 84.84 feet; thence South  $62^{\circ}44'32''$  West, 246.98 feet to the Point of Beginning.

Contains: 50,357 sf or 1.156 acres.



Line Table		
Line #	Length	Direction
L12	203.09'	N26°49'40"W
L13	20.00'	N62°26'59"E
L14	183.19'	S26°49'40"E
L15	218.55'	N62°44'32"E
L16	77.77'	N17°44'32"E
L17	1331.33'	N62°45'13"E
L18	73.67'	N27°25'50"W
L19	20.00'	N62°34'10"E
L20	145.46'	S27°25'50"E
L21	357.56'	N62°21'10"E
L22	209.30'	N46°37'20"E
L23	89.27'	N40°23'07"W
L24	20.52'	N62°34'10"E
L25	32.95'	S40°23'07"E
L26	181.84'	N66°28'04"E
L27	17.06'	S26°42'02"E
L28	45.72'	S62°45'13"W
L29	131.10'	S66°28'04"W
L30	49.81'	S40°23'07"E
L31	231.05'	S46°37'20"W
L32	380.40'	S62°21'10"W
L33	76.87'	N27°25'50"W
L34	1318.10'	S62°45'13"W
L35	84.84'	S17°44'32"W
L36	246.98'	S62°44'32"W



DESIGN: KJV
DRAWN: JHU
CHECK: JHU
DATE: 10/27/2010

231 WARR BLDG Suite # 84101
Salt Lake City, Utah 84101
Tel: (801) 487-8240
Fax: (801) 487-8688

**Ward Engineering Group**  
Planning - Engineering - Surveying  
www.wardeng.com

STANSBURY IMPROVEMENT DISTRICT
Sheet **B**

WATER EASEMENT
PARCEL 9 PARK

V:\2010 Projects\10-0013 (SPID170) ROS\ACAD drawings\WATER LINE Easement 11-10-2011 Revision.dwg, 1/20/2011 2:21 PM, Mike Drake

**EXHIBIT C**

**Sewer Line Easement**

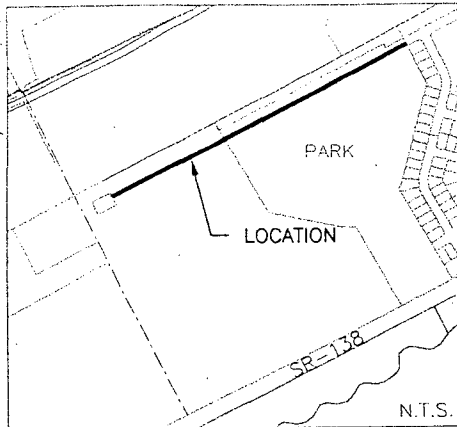
A strip of land 15.00 feet in width situated in the Northwest Quarter of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian. And being more particularly described as follows:

Beginning at a point North 0°23'31" West, along the Section line, 778.56 feet and North 89°36'29" East, 66.88 feet, from the West Quarter Corner of said Section 16, and running thence North 62°45'13" East, 2153.66 feet to the West line of Starside phase 2 subdivision; thence South 26°42'02" East along said West line, 15.00 feet; thence South 62°45'13" West, 2153.63 feet; thence North 26°49'40" West, 15.00 feet to the Point of Beginning.

Contains: 32,305 sf or 0.742 acres.

STARSLIDE PHASE 2  
PARCEL 9 P.U.D.

RICHMOND  
AMERICA  
HOMES OF  
UT, INC

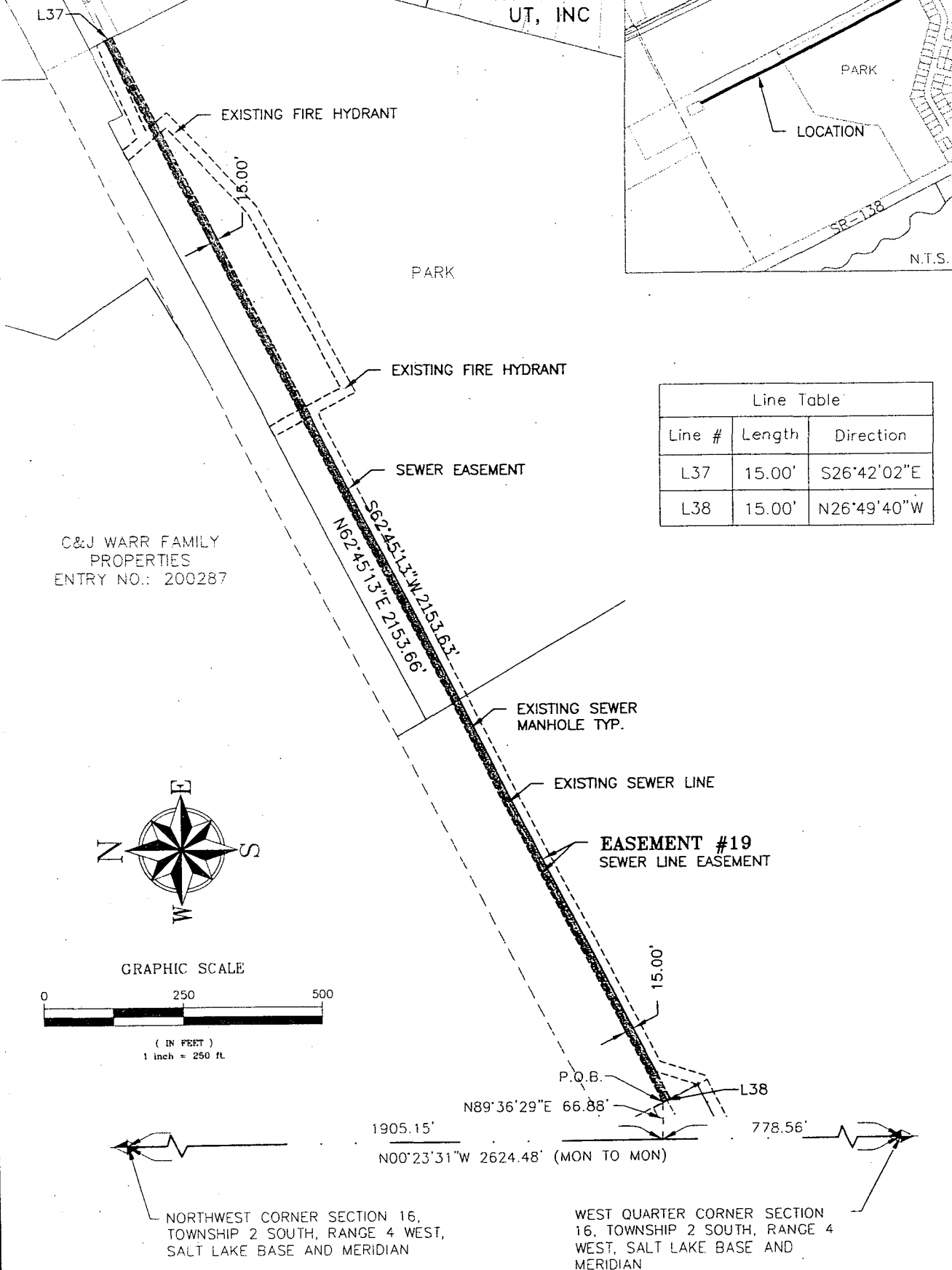


DESIGN:	KW	HU	HU	DATE:	10/27/2010
DRAWN:					
CHECK:					

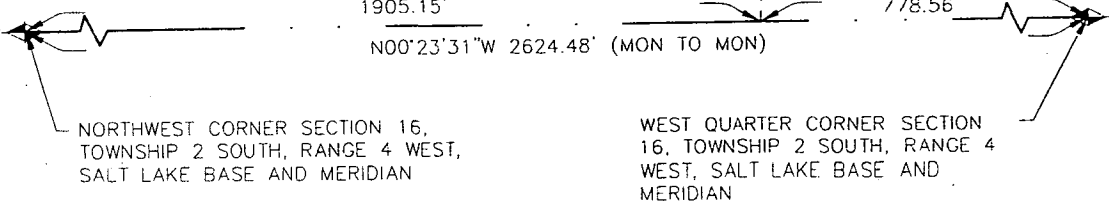
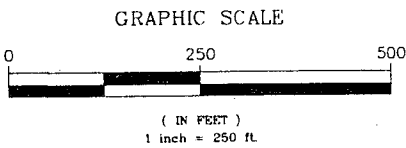
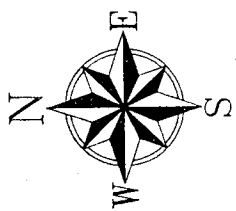
Ward Engineering Group  
Planning - Engineering - Surveying  
www.wardeng.com



STANSBURY IMPROVEMENT DISTRICT  
SEWER EASEMENT  
PARCEL 9 PARK



Line #	Length	Direction
L37	15.00'	S26°42'02"E
L38	15.00'	N26°49'40"W



V:\2010 Projects\10-0013 (SPID170) ROS\ACAD drawings\WATER LINE Easement\_11-10-2011 Revision.dwg, 1/20/2011 2:21 PM, Mike Droke