

Ent: 439196 - Pg 1 of 8
Date: 11/10/2016 09:18 AM
Fee: \$26.00
Filed By: cf
Jerry Houghton, Recorder
Tooele County Corporation
For: SADDLEBACK PASTURES LC

When Recorded, please return to:
Saddleback Pastures, L.C.
Attention: Christopher F. Robinson
P.O. Box 540478
North Salt Lake, Utah 84054

GRANT OF EASEMENT

(Drainage Conveyance & Detention)

APN: 04-070-0-0066, 04-070-0-67, 04-070-0-0058, 04-071-0-0022, and 05-016-0026

THIS GRANT OF EASEMENT ("GRANT OF EASEMENT") is entered into this 3rd day of November, 2016 by **UINTAH LAND COMPANY, L.C., a Utah limited liability company; BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company; ARIMO CORPORATION, an Idaho corporation qualified to do business within the State of Utah; and SKULL VALLEY COMPANY, LTD., a Utah limited partnership,** (collectively, the "Grantors"), whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, bargains, and conveys to the **SADDLEBACK SPECIAL SERVICE DISTRICT, a special service district of the State of Utah, c/o TOOELE COUNTY, a body politic of the State of Utah,** whose address is 47 South Main, Tooele County, Utah, 84074 ("Grantee"), non-exclusive storm drainage conveyance and detention easements (the "Easements"), located on, over, under, and across certain real properties owned by Grantors in Tooele County, State of Utah and more particularly described in Exhibit "A" attached hereto and as graphically depicted on Exhibit "B" attached hereto (the "Property"), solely for the purpose of constructing, operating, maintaining, cleaning, and operating any excavation, grading and filling associated with the piping, ditches, berms, swales and ponds (collectively "Drainage Improvements") necessary for conveying and detaining of the naturally draining storm water runoff generated from residential or commercial developments located upon Property and upon the Grantors' Lands (as defined below).

The Easements and Drainage Improvements shall remain in effect and functional until such time that the Property is developed and platted. Upon the recordation of one or more plats upon the Property, and construction of permanent drainage improvements that replace or improve those Drainage Improvements already in place, the portions of the Easements within the platted parcels shall be deemed to be automatically terminated. Furthermore, if requested by Grantors, the Grantee hereby agrees to execute and deliver to the Grantors for filing in the Tooele County Recorder's Office a *Termination of Easement*.

The "Grantors' Lands" are hereby defined as those lands covered by that certain

Development Agreement by and between Tooele County, a political subdivision of the State of Utah, and Saddleback Partners, L.C., a Utah limited liability company, dated July 5, 1998, and recorded August 13, 1999, as Entry No. 135787 in Book 583, beginning at Page 254 in the Recorder's Office; as amended by that certain *First Amendment to Development Agreement* dated December 8, 1998 and recorded August 13, 1999, as Entry No. 135788 in Book 583, beginning at Page 390 in the Recorder's Office; as further amended by that certain *Development Agreement Property Release* dated August 30, 2001 and recorded September 11, 2001, as Entry No. 168923 in Book 703, beginning at Page 60 in the Recorder's Office, as may be amended from time to time in the future.

Notwithstanding anything in this Grant of Easement to the contrary, nothing herein shall prohibit the Grantors from using the Property or any of the Grantors' Lands, for any lawful purpose, including, but not limited to any development thereon, so long as such use is not incompatible or inconsistent with the quiet enjoyment of the rights of Grantee as granted herein.

This Grant of Easement shall be deemed to run with the Property as legally described on Exhibit "A" and as graphically depicted on Exhibit "B" attached hereto, and shall be binding upon and inure to the benefit of the successors and assigns of Grantors.

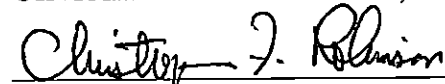
The provisions of this Grant of Easement shall be governed by and construed in accordance with the laws of the State of Utah. If any provision of this Grant of Easement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Grant of Easement and the application of such provision to other persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by applicable by law.

The persons signing below hereby represent and warrant that they are authorized to execute this Grant of Easement.

WITNESS the hand of the Grantors this 3rd day of November, 2016.

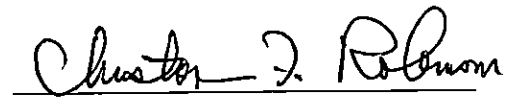
GRANTORS:

UINTAH LAND COMPANY, L.C., a Utah limited liability company



By: Christopher R. Robinson, Manager

BEAVER CREEK INVESTMENTS, L.C. a Utah limited liability company



By: Christopher R. Robinson, Manager

ARIMO CORPORATION, an Idaho Corporation

Christopher F. Robinson
By: Christopher R. Robinson, President

SKULL VALLEY COMPANY, LTD, a Utah limited partnership

By: Robinson SVCGP, L.C., a Utah limited liability company as General Partner

By: Christopher F. Robinson
Christopher F. Robinson, Manager

By: Freed SVCGP, L.C., a Utah limited liability company as General Partner

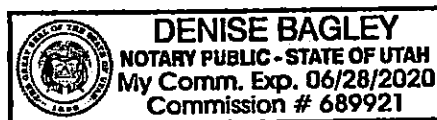
By: Paul L. Freed
Paul L. Freed, Manager

STATE OF UTAH)
 ss:
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 3rd day of November, 2016, by Christopher F. Robinson, a Manager of Uintah Land Company, L.C., a Utah limited liability company, and of Beaver Creek Investments, L.C., a Utah limited liability company.

Denise Bagley
NOTARY PUBLIC
Residing At: Salt Lake City

My Commission Expires:
06/28/2020



STATE OF UTAH)

:SS

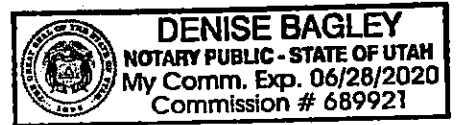
County of Davis)

The foregoing instrument was acknowledged before me this 3rd day of November, 2016, by Christopher F. Robinson, as President of ARIMO CORPORATION, an Idaho corporation.

My Commission Expires: 06/28/2020

Denise Bagley
Notary Public

Residing in: Salt Lake City



STATE OF UTAH)

:SS

County of Davis)

The foregoing instrument was acknowledged before me this 3rd day of November, 2016, by Christopher F. Robinson, as Manager of Robinson SVC GP, L.C, a Utah limited liability company as General Partner of SKULL VALLEY, LTD.

My Commission Expires: 06/28/2020

Denise Bagley
Notary Public

Residing in: Salt Lake City



STATE OF UTAH)

:SS

County of Davis)

The foregoing instrument was acknowledged before me this 3rd day of November, 2016, by Paul L. Freed, as Manager of Freed SVC GP, L.C, a Utah limited liability company as General Partner of SKULL VALLEY, LTD.

My Commission Expires: 06/28/2020

Denise Bagley
Notary Public

Residing in: Salt Lake City

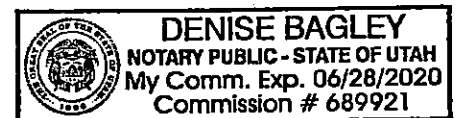


EXHIBIT "A"

LEGAL DESCRIPTIONS OF THE PROPERTY

Drainage Conveyance and Detention Easement

An easement located in the Southeast Quarter of Section 35 and the Southwest Quarter of Section 36, Township 1 South, Range 4 West, and the Northwest Quarter of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, being more particularly described as follows:

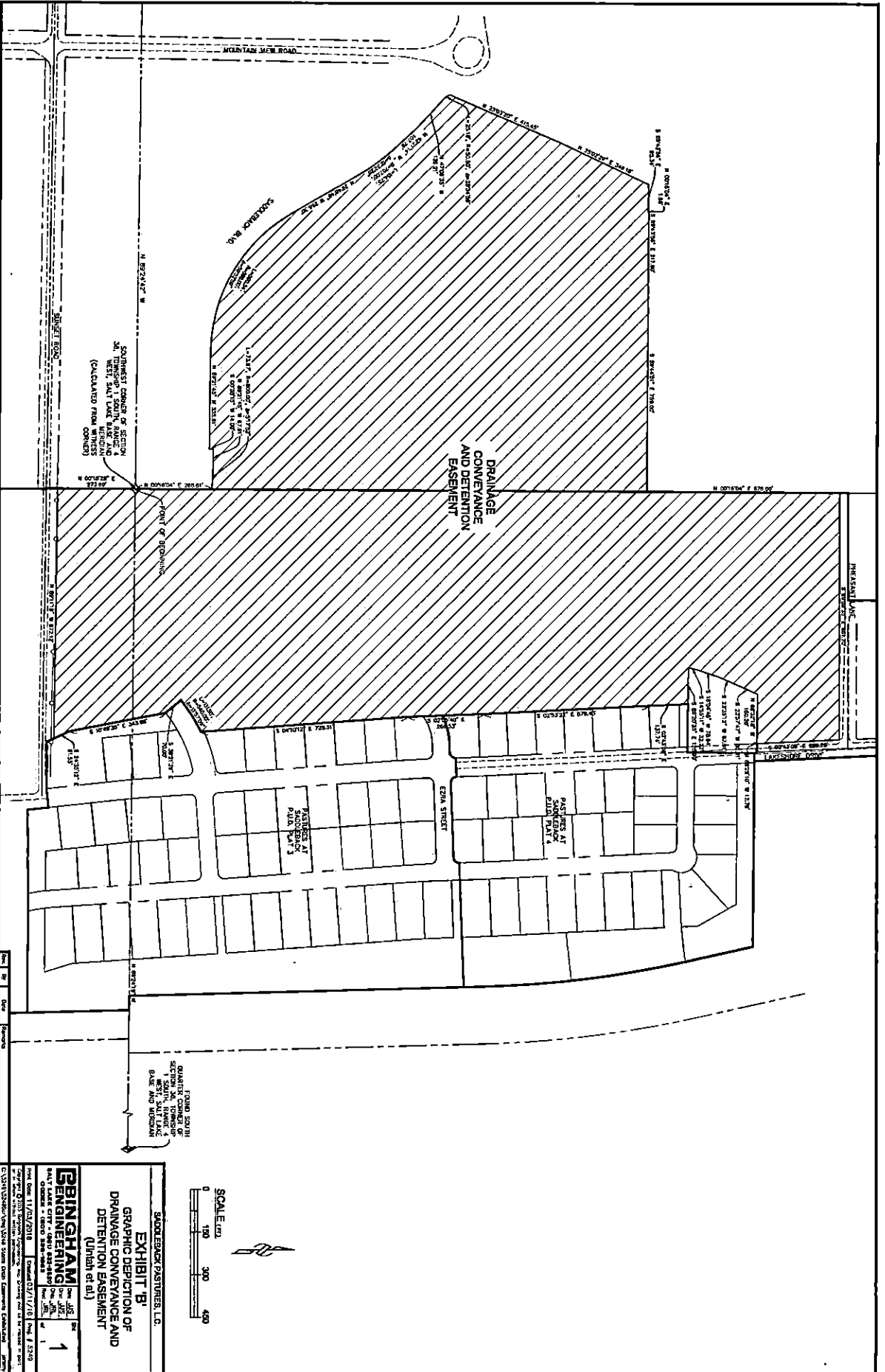
Beginning at the Northwest Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian and running thence North $00^{\circ}16'04''$ East along the section line 268.81 feet; thence westerly along the arc of an 800.00 foot radius curve to the left, the center of which bears South $05^{\circ}56'07''$ West, through a central angle of $05^{\circ}17'52''$ a distance of 73.97 feet; thence North $89^{\circ}21'45''$ West 67.91 feet; thence South $00^{\circ}38'15''$ West 14.00 feet; thence North $89^{\circ}21'45''$ West 335.61 feet; thence northwesterly along the arc of a 568.00 foot radius tangent curve to the right, the center of which bears North $00^{\circ}38'15''$ East, through a central angle of $59^{\circ}32'59''$ a distance of 590.34 feet; thence North $29^{\circ}48'46''$ West 266.30 feet; thence northwesterly along the arc of a 707.00 foot radius tangent curve to the left, the center of which bears South $60^{\circ}11'14''$ West, through a central angle of $12^{\circ}32'28''$ a distance of 154.75 feet; thence North $42^{\circ}21'14''$ West 107.76 feet; thence North $47^{\circ}06'35''$ West 139.21 feet; thence northwesterly along the arc of a 50.50 foot radius tangent curve to the right, the center of which bears North $42^{\circ}42'45''$ East, through a central angle of $28^{\circ}34'59''$ a distance of 25.19 feet; thence North $23^{\circ}03'20''$ East 415.45 feet; thence North $25^{\circ}02'29''$ East 349.18 feet; thence South $89^{\circ}43'56''$ East 95.34 feet; thence North $00^{\circ}16'04''$ East 1.98 feet; thence South $89^{\circ}43'56''$ East 217.80 feet; thence South $89^{\circ}44'51''$ East 759.00 feet to the section line; thence North $00^{\circ}16'04''$ East along the section line 676.00 feet to the south right-of-way line of Pheasant Lane; thence South $89^{\circ}59'35''$ East along said line 861.70 feet to the west right-of-way line of Lakeshore Drive; thence South $02^{\circ}43'08''$ East along said line 289.26 feet more or less to the north boundary line of the Scott H. Swanson parcel as recorded in the office of the Tooele County Recorder as Entry No. 59334; thence along said boundary line the following seven (7) courses and distances: 1) North $89^{\circ}29'10''$ West 12.79 feet, 2) North $89^{\circ}32'18''$ West 160.26 feet, 3) South $23^{\circ}57'47''$ West 80.61 feet, 4) South $23^{\circ}35'12''$ West 67.19 feet, 5) South $18^{\circ}04'46''$ West 78.64 feet, 6) South $14^{\circ}55'11''$ West 32.23 feet and 7) South $89^{\circ}20'35''$ East 126.99 feet; thence South $02^{\circ}43'08''$ East 137.74 feet; thence South $02^{\circ}53'22''$ East 579.43 feet; thence South $02^{\circ}05'40''$ East 266.53 feet; thence South $04^{\circ}10'12''$ East 728.31 feet; thence southwesterly along the arc of a 540.00 foot radius non-tangent curve to the left, the center of which bears South $25^{\circ}24'21''$ East, through a central angle of $13^{\circ}57'09''$ a distance of 131.50 feet; thence South $39^{\circ}21'29''$ East 70.00 feet; thence South $10^{\circ}49'35''$ East 343.96 feet; thence South $24^{\circ}35'12''$ East 61.55 feet to the north right-of-way line of Sunset Road; thence North $89^{\circ}11'19''$ West along said line 872.12 feet; thence North $00^{\circ}18'28''$ East 273.69 feet to the point of beginning.

Containing 3,892,577 square feet or 89.361 acres.

Basis of bearing for this description being N 89°24'42" W between the Northeast Corner (Established N 00°51'10" E 306.03' from the found witness corner) and the North Quarter Corner of Section 2, T2S, R4W, SLB&M. (1983 Tooele County Dependent Resurvey monuments).

Tooele County Tax Parcel Nos.: 04-070-0-0066, 04-070-0-0067, 04-070-0-0058, 04-071-0-0022, and 05-016-0026.

EXHIBIT "B"
TO
GRANT OF EASEMENT
GRAPHIC DEPICTION OF EASEMENT
[SEE ATTACHED]



SCALE (FEET)
 0 150 300 450

EXHIBIT B'
 GRAPHIC DEPICTION OF
 DRAINAGE CONVEYANCE AND
 DETENTION EASEMENT
 (Unish et al.)

BINGHAM ENGINEERING, INC.
 1000 S. 1100 E. SUITE 100
 SALT LAKE CITY, UT 84143
 TEL: (801) 487-1111
 FAX: (801) 487-1112
 WWW.BINGHAMENGINEERING.COM

Project Name: 11/02/2018
 Date: 02/17/18
 Sheet: 1 of 1

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