When recorded, return to: James Ward 529 E. South Temple Salt Lake City, UT 84102 Ent: 306723 - Pg 1 of 4
Date: 5/1/2008 2:16 PM
Fee: \$16.00 CREDIT CARD
Filed By: KL
CALLEEN B PESHELL, Recorder
Tooele County Corporation
For: B & D TITLE CO

# **EASEMENT AGREEMENT**

This Easement Agreement is dated as of this 30th day of April, 2008, by and between STAN LAND CO., LLC, a Delaware limited liability company ("Stan Land") and C&J WARR FAMILY PROPERTIES, L.C., a Utah limited liability company ("Warr").

#### **RECITALS:**

- A. Warr is the owner of a parcel of land referred to as "Warr Parcel 2" in Tooele County, Utah, which is described on Exhibit "A" hereto.
- B. Stan Land, Warr and others own neighboring parcels which they desire to develop as residential subdivisions. As a condition to approving such developments it is expected that Tooele County (the "County") will require that a collector road and related improvements and facilities (the "Collector Road") and a storm drain and related improvements and facilities (the "Storm Drain") will be constructed on Warr Parcel 2 to serve and benefit such developments. The exact locations of the Collector Road and the Storm Drain Facilities are yet to be determined.
- C. Warr desires and intends to grant easements to Stan Land, and Stan Land desires and intends to obtain easements from Warr for the Collector Road and the Storm Drain, in order to insure that such facilities may be constructed on Warr Parcel 2 for the purposes described above.

NOW, THEREFORE, in consideration of the promises and covenants herein and the mutual benefits to the parties, Stan Land and Warr agree as follows:

- 1. <u>Grant of Easements</u>. Warr hereby grants to Stan Land the following perpetual, nonexclusive easements over, across, and under Warr Parcel 2:
  - (a) An easement not less than 3/114 (60) feet in width for the purpose of constructing, operating, maintaining, repairing and replacing the Collector Road; and
  - (b) An easement not less than Twenty (20) feet in width for the purpose of constructing, operating, maintaining, repairing and replacing the Storm Drain.
- 2. <u>Locations and Specifications</u>. The exact locations and specifications for the Collector Road and the Storm Drain will be determined and approved by the County in due course, at which time Warr and Stan Land shall execute, deliver and record such corrective documents as may reasonably be required to specifically identify the locations of the easements provided in Section 1.

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3. <u>Assignments of Easements</u>. It is contemplated that in due course Stan Land will assign the easements provided in Section 1 to the County or agencies thereof or to other appropriate government agencies.

## 4. Miscellaneous.

- (a) <u>Successors and Assigns</u>. This Easement Agreement shall burden and run with title to Warr Parcel 2 and shall bind Warr and its successors and assigns in interest to Warr Parcel 2.
- (b) <u>Governing Law</u>. This Easement Agreement shall be governed by, and constructed in accordance with, the laws of the State of Utah.
- (c) <u>Attorney's Fees</u>. In the event of any litigation arising out of this Easement Agreement or concerning the meaning or interpretation of any provision contained herein, the defaulting or losing party shall pay the costs and expenses, including, without limitation, reasonable attorney's fees, incurred by the other party.

IN WITNESS WHEREOF, Stan Land and Warr have executed this Easement Agreement as of the date first above written.

STAN LAND CO., LLC

Name James N. WAR

C&J WARR FAMILY PROPERTIES, L.C.

Name Charle R. Warr

Its manager

STATE OF UTAH	) ) ss.			
COUNTY OF TOOELE	) 88.			
The foregoing instrume by James M. Wasd, the limited liability company.	ent was acknow <u>Vice</u>	ledged before me on	n the <u>304</u> day of <u> </u>	Loul_, 2008, o., LLC, a Delaware
		Glendi	Klove	less
		Notary Public	GI	NOTARY PUBLIC ENDA K. LOVELESS 52 North Main Tocele, Utah 84074 My Commission Expires My Commission Expires
STATE OF UTAH	) ) ss.		1000	My Commission L2009 December 5, 2009 STATE OF UTAH
COUNTY OF TOOELE	) 55.			
The foregoing instrume by <u>Charles B. Waw</u> , the company.	ent was acknow Manger of C&	ledged before me or J Warr Family Prop	n the <u>JW</u> day of erties, L.C., a Utal	April , 2008, in imited liability
NOTARY PUBLIC SENDA K. LOVELING SOLUTION SENDER SOLUTION SOLUTION SENDER SOLUTION STATE OF UTA	96	<u>Slendi</u> Notary Public	KLnu	less

# EXHIBIT "A"

## WARR PARCEL 2

# **TOOELE COUNTY, UTAH**

Beginning at a point South 89°42'13" West 711.76 feet and South 0°17'47" East 756.85 feet from the South quarter corner of Section 9, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said point also being a point on a fence; and running thence along said fence South 62°34'10" West 607.21 feet to a point on a 2018.57 foot radius Non-Tangent curve to the left, of which the center bears North 26°49'08" West; thence 210.30 feet Northeasterly along said curve (Chord bears North 60°11'48" East 210.20); thence North 33°51'33" West 197.20 feet; thence North 17°14'36" East 289.36 feet; thence North 7°18'21" East 394.18 feet; thence North 88°56'30" East 321.02 feet; thence South 0°49'35" East 661.84 feet to the point of beginning.