

Recording Requested By:

STANSBURY PARK IMPROVEMENT DISTRICT  
10 Plaza  
Stansbury Park, UT 84074

Ent: 446234 - Pg 1 of 3  
Date: 03/30/2017 12:01 PM  
Fee: \$14.00  
Filed By: cp  
Jerry Houghton, Recorder  
Tooele County Corporation  
For: BRETT PALMER

Above Space for Recorder's Use Only

### GRANT OF UNDERGROUND UTILITY EASEMENT

Penelope Rose, L.L.C., ("*Grantor*"), 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, owning, operating, inspecting, maintaining, repairing, paralleling, altering, replacing, protecting and making and removing connections to underground utilities and related equipment and facilities (the "*Utility Facilities*"), to be situated under, across and through the following real property of Grantor located in Tooele County, State of Utah (the "*Easement Property*"):

A 20 foot strip of land for an utility easement, being located in the east half of section 17, and the northwest quarter of section 16, township 2 south, range 4 west, salt lake base and meridian, tooele county, utah described as follows:

Beginning at a point on the west line of grantor's property. Said point being south 00°24'31" east 984.69 feet along the east section line of said section 17, and south 89°35'29" west 501.64 feet perpendicular to said section line from the east quarter corner of section 17, township 2 south, range 4 west, salt lake base and meridian; and running thence north 30°13'30" west 20.00 feet along said grantor's west line; thence north 59°46'30" east 130.03 feet; thence north 30°13'30" west 748.71 feet; thence south 60°17'23" west 128.23 feet to a point on said grantor's west line; thence north 30°07'47" west 20.00 feet along said grantor's west line; thence north 60°17'23" east 677.20 feet; thence north 63°00'40" east 338.00 feet to the said east section line of section 17; thence north 63°00'40" east 95.69 feet; thence north 26°49'40" west 192.18 feet to the said east section line of section 17; thence north 26°49'40" west 421.00 feet to the grantor's north property line; thence along said grantor's north line north 62°33'03" east 20.00 feet; thence south 26°49'40" east 380.99 feet to the said east section line of section 17; thence south 26°49'40" east 252.35 feet; thence south 63°00'40" west 125.65 feet to the said east section line of section 17; thence south 63°00'40" west 327.51 feet; thence south 60°17'23" west 528.35 feet; thence south 30°13'30" east 768.53 feet; thence south 59°46'30" west 150.03 feet to the west line of grantor's property and the point of beginning.

Contains: 52,844 sq.ft. Or 1.21 acre

A site plan depicting the location of the Easement Property is included with the materials attached hereto as Exhibit A.

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 Facilities.

2. Grantee's construction and operational activities 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. Grantee shall utilize temporary or improved roads upon Grantor's property for purpose of ingress and egress to the extent said roads are available, passable and sufficient to enable the District to exercise its rights and interests under this Easement.

4. Within a reasonable time following completion of construction of any improvements associated with the Utility Facilities within the Easement Property, subject to suitable weather and/or soil conditions, Grantee, 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 any thing 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. Notwithstanding the foregoing, Grantee acknowledges and agrees that the Easement Property will ultimately be within improved public rights of way which will be dedicated by Penelope to Tooele County at such time as the Easement Property is developed. Grantee acknowledges and agrees that the construction of streets and related surface improvements (the "Street Improvements"), and the use of the Easement Property as streets shall not in any way violate the Easement granted hereunder. Without limiting the generality of the foregoing, surface improvements relating to such streets shall not be deemed structures under this Easement. Based on the foregoing, Grantor reserves the right to construct and maintain the Street Improvements on the Easement Property, and to dedicate the Easement Property as public rights of way.

6. Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, at Grantee's sole cost and expense and 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 but not Street Improvements. Grantee shall have no liability for any damage to any improvements made by Grantor not permitted by this Easement 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.

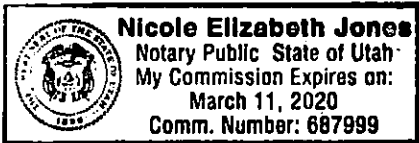
8. This Easement, and all rights, covenants and restrictions set forth herein may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records 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.

WITNESS the hand of Grantor this 29<sup>th</sup> day of March, 2017.

GRANTOR:

Penelope Rose, LLC,



By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Handwritten signature]*  
*Managing Member*

STATE OF Utah )

County of Salt Lake ) : ss.

On this 29<sup>th</sup> day of March, 2017, personally appeared before me Micah Peters, signer of the above instrument, who duly acknowledged to me that he/she executed the same for and in behalf of **Penelope Rose, LLC.**

*Nicole Jones*  
\_\_\_\_\_  
Notary Public

*MP*