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03/11/2022 02:57 PM By: abrown Fees: \$40.00
EASEMENT- EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SUTHERLAND TITLE COMPANY
920 E WOODOAK LN, STE 100 SALT LAKE CITY, UT 84117

When recorded, mail to:

Dimple Dell Property Management, LLC
4804 S. 1140 E.
Salt Lake City, UT 84117

STORM DRAIN EASEMENT AGREEMENT

THIS STORM DRAIN EASEMENT AGREEMENT (“Agreement”) is made and entered into this 9 day of March, 2022, by Chasebrook-Sandy, LLC, a Utah limited liability company, and GS Williamsen, LLC, a Utah limited liability company, each of whose address is 154 E. Myrtle Ave, Ste. 303, Murray UT 84107 (collectively, “Grantor”), and Dimple Dell Property Management, LLC, a Utah limited liability company (“Grantee”).

RECITALS

A. Grantor is the owner of a parcel of property located in Salt Lake County, Utah (the “Grantor Property”). The Grantor Property is more particularly described on **Exhibit “A”** attached hereto and incorporated herein.

B. Grantee is the owner of an adjacent parcel of property (the “Grantee Property”). The Grantee Property is more particularly described on **Exhibit “B”** attached hereto and incorporated herein.

C. Grantee wishes to obtain easements over the Grantor Property for the purpose of extending Grantee’s storm drain system onto the Grantor Property.

D. Grantor is willing to grant easements to Grantee on those certain terms and conditions recited below.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises, obligations and agreements set forth herein, the sum of Ten Dollars paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee two easements on and over the Grantor Property at the locations described on **Exhibit “C”** attached hereto and depicted on **Exhibit “D”** attached hereto (the “Easements”) to be used by Grantee and the owners and occupants of the Grantee Property for storm water drainage purposes, including, but not limited to, installing, using and maintaining storm drainpipes and other facilities (the “Storm Drain Facilities”) on the Easements. Grantor also grants and conveys to Grantee a right of reasonable

ACCOMODATION RECORDING ONLY:
Sutherland Title Company makes no
representation as to the condition of title and
assumes no liability or responsibility for the
validity, sufficiency, or effect of this recording.

ingress and egress through the Grantor Property for purposes of access to the Easements during the construction process and any maintenance or repair work done pursuant to this Agreement.

2. Maintenance. During the term of this Agreement, Grantee's successor in interest, The Ridges at Dimple Dell Homeowner's Association, and any other successor in interest to the Easements (the "Association"), shall maintain and repair the Storm Drain Facilities located on the Easements at its own sole cost. Grantee's storm drain to be located on Storm Drain Easement No. 2 shown on Exhibit "D" will tie into Grantor's storm drain system currently existing on the Grantor Property. Grantor and the Association shall share equally the cost of any maintenance or repair of the portion of Grantor's storm drain system which is directly downstream from Grantee's storm drain to be located on Storm Drain Easement No. 2. The Declaration of Covenants, Conditions and Restrictions for The Ridges at Dimple Dell Subdivision shall specify that the Association shall be responsible for the above-referenced maintenance and repairs.

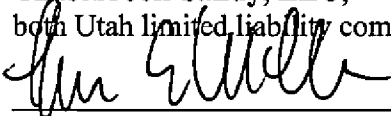
3. Hazardous Substances. The Association shall be responsible for the cleanup and remediation at its sole cost of any pollutants that flow onto or into the Grantor Property from the Grantee Property through the Storm Drain Facilities.

4. Grantor's Right to Re-Locate Easements. Grantor may re-locate the Storm Drain Facilities and the Easements, at its sole expense, and in its sole discretion, in order to accommodate Grantor's development and/or changes to the Grantor Property, provided that (a) such relocation does not change the points at which the storm drain system on the Grantee Property ties into the Storm Drain Facilities without Grantee's consent; and (b) the relocated Storm Drain Facilities and Easements continue to provide substantially the same level of functionality as the original Storm Drain Facilities and Easements. Grantee shall cooperate with Grantor in making such changes and re-location.

5. Run with the Land/Successors. For the purpose of the easements, rights and privileges provided hereunder, the Grantee Property, or any part thereof, shall constitute the dominant estate and the Grantor Property shall constitute the servient estate. Each of the easements, rights, privileges, covenants, restrictions, conditions and provisions granted or created herein create servitudes upon the servient estate in favor of the dominant estate; are appurtenances to the dominant estate; may not be transferred, assigned or encumbered except as an appurtenance of the dominant estate; and shall be covenants which run to the benefit of the owners of all or any portion of the dominant estate, their successors and assigns. The easements granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Grant of Easement, shall inure to the benefit of and be binding upon the parties, their successors and assigns.

6. Interpretation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah.

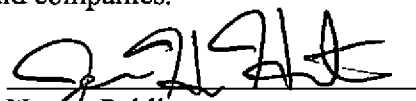
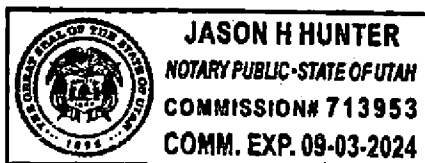
**GS Williamsen, LLC and
Chasebrook-Sandy, LLC,**
both Utah limited liability companies



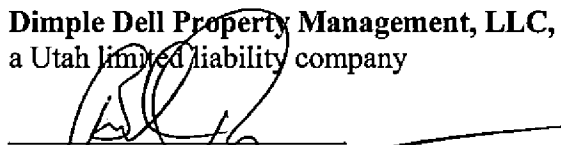
Thomas E. Williamsen, Member

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of March, 2022, by Thomas E. Williamsen, a Member of GS Williamsen, LLC and Chasebrook-Sandy, LLC, both Utah limited liability companies, on behalf of said companies.


Notary Public

Dimple Dell Property Management, LLC,
a Utah limited liability company


Brad Reynolds, Manager

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9 day of March, 2022, by Brad Reynolds, the Manager of Dimple Dell Property Management, LLC, a Utah limited liability company, on behalf of said company.

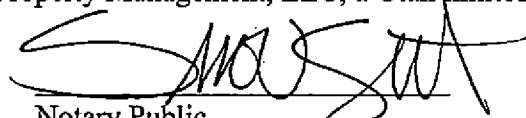
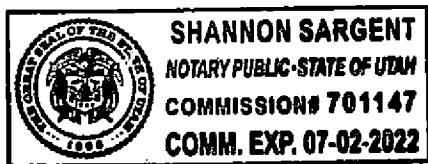

Notary Public

EXHIBIT "A"
Grantor Property

Parcel 1:

BEG S 89°54'10" E 53.68 FT & N 0°05'50" W 65.47 FT FR W 1/4 COR SEC 16, T3S, R1E, SLM; N 0°41'08" E 228.28 FT; S 89°53'12" E 318.89 FT; S 0°00'13" W 253.44 FT; N 89°54'10" W 150.31 FT; N 0°00'13" E 3.79 FT; N 89°54'10" W 135.04 FT; W'LY ALG 41.50 FT RADIUS CURVE TO R 44.24 FT TO BEG. LESS & EXCEPT BEG N 0°40'55" E ALG SEC LINE 293.96 FT & N 89°59'48" E 53 FT FR W 1/4 COR SD SEC 16; N 89°59'48" E 7.20 FT; S 1°35'43" E 32.94 FT; S 00°41'06" W 162.41 FT M OR L; S 39°34'33" E 39.27 FT; S 89°53'55" E 174.29 FT M OR L; S 86°05'43" E 113.68 FT; S 20.55 FT; N 89°57'40" W 321.92 FT; N 0°40'55" E 254 FT TO BEG.

Tax Parcel No. 28-16-152-035

Parcel 2:

BEG N 0°40'55" E 293.96 FT & N 89°59'48" E 60.20 FT FR W 1/4 COR SEC 16, T3S, R1E, SLM; N 1°35'43" W 181.19 FT M OR L; N 0°40'55" E 124.64 FT; N 1°46'49" E 130.58 FT; E 459.31 FT M OR L; S 157 FT; S 51°32'54" W 36.14 FT; S 273 FT; W 120 FT; N 0°00'13" E 15.27 FT M OR L; N 89°53'12" W 311.49 FT M OR L TO BEG.

Tax Parcel No. 28-16-152-033

EXHIBIT "B"
Grantee Property

Beginning at a point 40.00 feet North 00°40'55" East along Section Line and 374.92 feet South 89°54'10" East from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being on the North line of the proposed 40 foot right of way of 10600 South Street and running thence North 36.66 feet; thence South 89°57'40" East 115.99 feet; thence North 103.80 feet; thence West 115.99 feet; thence North 98.00 feet; thence East 45.00 feet; thence South 89°59'51" East 74.99 feet; thence North 273.00 feet; Thence North 51°32'54" East 36.14 feet; thence North 157.00 feet; thence East 160.51 feet; thence South 124.95 feet; thence South 85°57'28" East 5.19 feet; thence North 84°37'35" East 76.82 feet; thence South 81°10'06" East 79.88 feet; thence North 88°04'21" East 55.96 feet; thence South 00°05'50" West 568.71 feet; thence West 224.26 feet; thence North 5.85 feet; thence North 89°54'10" West 300.10 feet to the point of beginning. LESS AND EXCEPTING a parcel of land in fee, being part of an entire tract of property, situate in the Southwest quarter of the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows: Beginning at the Southwest corner of said entire tract, which corner is 40.00 feet North 0°40'55" East along the section line and 374.92 feet South 89° 54'10" East from the West quarter corner of said Section 16; thence North 20.93 feet; thence South 86°05'43" East 5.51 feet; thence North 89°51'00" East 104.14 feet; thence South 67°50'50" East 55.97 feet to the Southerly boundary line of said entire tract; thence North 89°54'10" West 161.48 feet along said boundary line to the point of beginning.

Tax Parcel No.: 28-16-152-032

EXHIBIT "C"
Description of Easements

Easement No. 1

An easement within a tract of land situate in the Northwest Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said easement being more particularly described as follows:

Beginning at a point being South 89°42'04" East 64.23 feet along the South Section Line and North 715.80 feet from the West Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence

thence North 01°48'06" East 14.81 feet;
thence South 89°57'42" East 14.63 feet;
thence South 63°14'50" East 89.14 feet;
thence South 89°08'14" East 233.23 feet;
thence South 86°47'31" East 131.77 feet;
thence South 00°00'03" West 20.03 feet;
thence North 86°47'31" West 132.48 feet;
thence North 89°08'14" West 237.42 feet;
thence North 63°14'50" West 100.56 feet to the point of beginning.

Contains 9,354 Square Feet or 0.215 Acres.

Easement No. 2

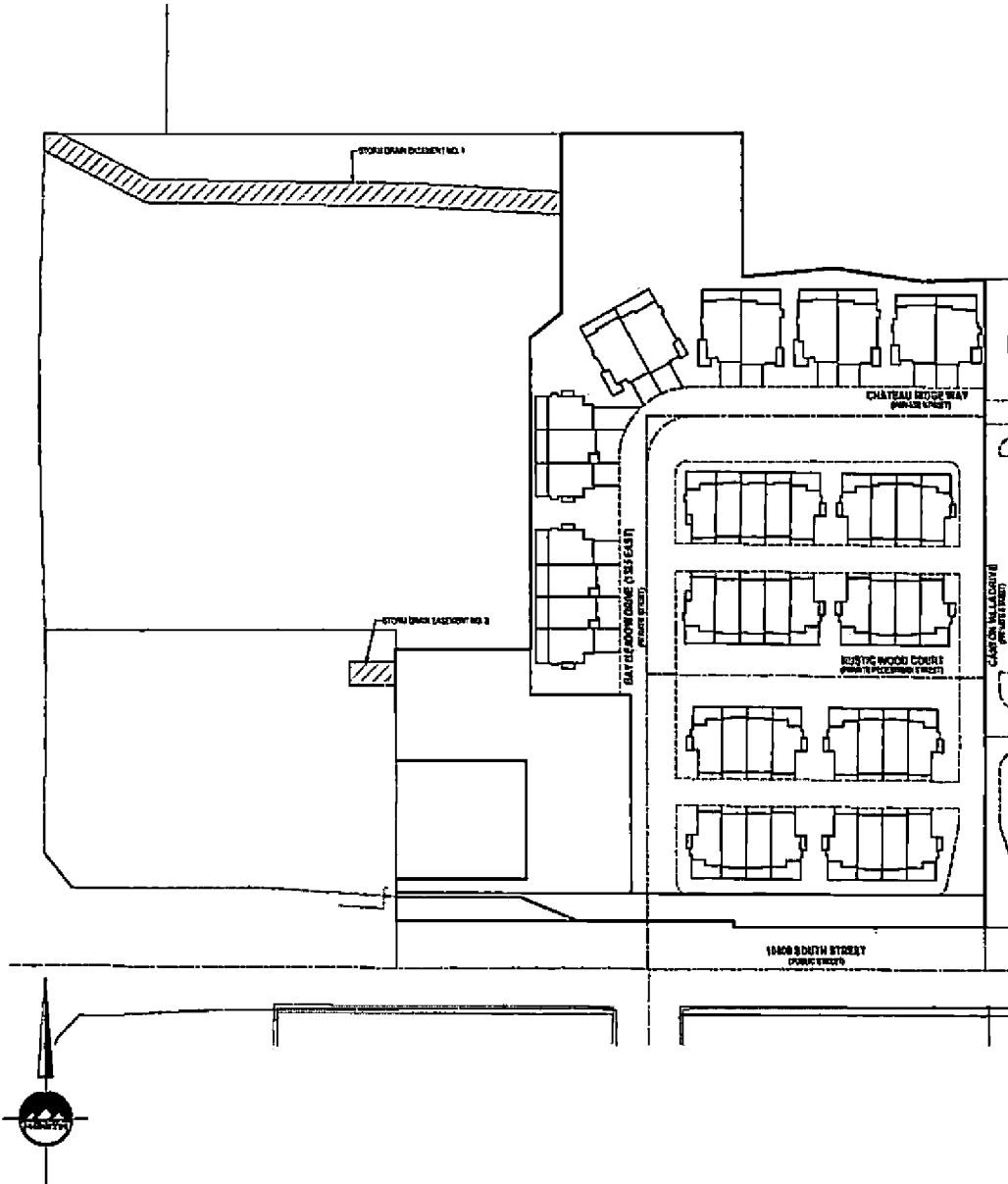
An easement within a tract of land situate in the Northwest Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said easement being more particularly described as follows:

Beginning at a point being South 89°42'04" East 334.12 feet along the South Section Line and North 248.27 feet from the West Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence

thence North 20.00 feet;
thence East 41.28 feet;
thence South 20.00 feet;
thence West 41.28 feet to the point of beginning.

Contains 826 Square Feet or 0.019 Acres.

EXHIBIT "D"
Map of Easements



PROJECT # 10287 <b style="font-size: 1.5em;">C1.0 FILE #1	RIDGES AT DIMPLE DELL 1405 WEST 10600 SOUTH SANDY, UTAH STORM DRAIN EXHIBIT	FOR: BRAD REYNOLDS CONSTRUCTION P.O. BOX 17719 SALT LAKE CITY, UTAH 84117 PHONE: 801-251-2290	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.253.6529 Fax: 801.253.4443 www.ensign.org
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