

WHEN RECORDED, MAIL TO:

DRAPER CITY
1020 East Pioneer Road
Draper City, Utah 84020

With a copy to:

Property Reserve, Inc.
Attn.: Doug Holmberg
79 S. Main Street, Suite 400
Salt Lake City, Utah 84111

12308023
06/27/2016 09:43 AM \$0.00
Book - 10445 Pg - 8870-8876
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: MMA, DEPUTY - MA 7 P.

STORM DRAIN EASEMENT

Parcel No.: 27-24-300-059; 27-24-451-013

PROPERTY RESERVE INC., a Utah nonprofit corporation, (“GRANTOR”), of 51 S. Main Street, Salt Lake City, Utah 84111, hereby grants and convey to DRAPER CITY, a Utah municipal corporation, (“GRANTEE”), of 1020 East Pioneer Road, Draper City, Utah 84020, for the sum of Ten Dollars and other good and valuable consideration, a TEMPORARY, nonexclusive storm drain easement (this “Easement”) over portions of the Grantors’ property, which real property is more particularly described on Exhibit A (the “Grantor’s Property”), attached hereto and incorporated herein by this reference, in order to construct, maintain, operate, repair, inspect, and protect an underground storm drain line and water retention basin (collectively, the “Storm Drain Improvements”), which Storm Drain Improvements shall be located on, under, over, across and through those specific portions of the Grantor’s Property to wit (the “Easement Area”):

See Exhibit B, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, with the right of ingress and egress to said GRANTEE, its officers, employees, agents and assigns (collectively, “GRANTEE’S AGENTS”) to enter upon the Easement Area with such equipment as is necessary to install, maintain, operate, repair, inspect, and protect the Storm Drain Improvements. GRANTEE and GRANTEE’S AGENTS hereby release GRANTOR from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by GRANTEE and GRANTEE’S AGENTS.

GRANTOR shall not build or construct or permit to be built or constructed any building or other substantial improvement over or across the Easement Area, nor change the contour thereof without the written consent of GRANTEE. GRANTOR reserves to GRANTOR, its successors and assigns, for all times hereafter, the sole and exclusive rights: (a) to use the surface of the Easement Area for any and all purposes not inconsistent with this Easement, specifically including but not limited to paved roads and parking areas, landscaping, sprinkling lines and systems, sidewalks, curb and gutter; and (b) to run lines for utilities and allow others to run lines for utilities over and across the Easement property, not inconsistent with this Easement. In addition to the foregoing, in the Storm Drain Improvements include a retention basin on the Grantor’s Property, GRANTOR reserves the right to use and maintain such retention basin and surrounding area as open space and/or landscaping to meet any applicable governmental entity’s planning, zoning, and development requirements.

In the event that GRANTOR desires to relocate the Easement Area granted herein to another

location on Grantor's Property, GRANTEE agrees to cooperate with GRANTOR to allow such relocation, at GRANTOR'S sole cost and expense. In that event, the parties shall execute an amendment to this instrument specifying the relocated route at the time of any such relocation. Recording the amendment shall terminate all rights of the GRANTEE in the Easement Area from which the parties move the easement rights of Grantee.

GRANTEE, at its sole cost and expense, shall maintain and repair the Storm Drain Improvements in good order and condition. In the event that GRANTEE disturbs landscaping, lawn, bushes, sprinkling systems, paving, curb, gutter, sidewalks or similar improvements on Grantor's Property in the exercise of this Easement, GRANTEE agrees to promptly restore such improvements to the condition they were in prior to disturbance.

This Easement shall be in force and effect until such time as both the GRANTOR and GRANTEE agree in writing to abandon the easement. The purpose of the Easement is to protect the Storm Drain Improvements until future development occurs on the Grantor's Property and the Storm Drain Improvements are replaced with permanent storm drainage facilities. Once the permanent storm drainage facilities are dedicated and accepted by GRANTEE will approve removal of this Easement.

This Easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by either party.

[Signatures and Acknowledgements to follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date first above written.

GRANTOR:

PROPERTY RESERVE, INC,
a Utah nonprofit corporation

By: *Mark Gibbons*

Name (Print): Mark B. Gibbons
President

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 31st day of May, 2016, personally appeared before me Mark B. Gibbons, known or satisfactorily proved to me to be the President of PROPERTY RESERVE, INC., a Utah nonprofit corporation, who acknowledged to me that he/they signed the foregoing instrument in such capacity for said corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public for the
State of Utah

[Signature and Acknowledgment to follow]

EXHIBIT A

[Legal Description of the Grantor's Property]

BOUNDARY DESCRIPTION

Beginning at the northwest corner of Sunrise Station Phase 2 Subdivision, said point being North 00°07'23" East 540.53 feet along the quarter section line and West 167.82 feet from the South Quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 27°32'59" East 210.80 feet; thence North 26°39'42" East 355.60 feet; thence South 89°54'32" West 720.52 feet to and along the north line of Sunrise Station Phase 3 Subdivision to the east line of Utah Department of Transportation Parcel 27-24-300-058; thence North 05°19'58" East 445.13 feet along the east line of Utah Department of Transportation Parcel 27-24-300-058; thence North 89°57'42" East 591.85 feet; thence South 89°54'11" East 670.04 feet to the west right of way line of Lone Peak Parkway Road; thence South 09°15'23" East 958.54 feet along said right of way line to the northeast corner of Sunrise Station Phase 1 Subdivision; thence South 89°31'08" West 387.57 feet along said subdivision; thence North 89°37'40" West 490.53 feet along the north line of Sunrise Station Phase 2 Subdivision; thence North 89°56'31" West 115.93 feet along said subdivision to the point of beginning.

Contains 22.961 acres, more or less.

Ck by JJB 24 May 2016

Less and excepting therefrom that portion of the Jordan and Salt Lake City Canal, as recorded in Book "S" Page 745, March 11, 1882 In the Office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at a point North 00°07'23" East 1045.08 feet along the quarter section line and North 89°54'32" East 5.36 feet from the South Quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 26°49'36" East 280.32 feet to a point of curvature; thence northerly 82.91 feet along a 305.25 foot radius curve to the right with a central angle of 15°33'46" (chord bears North 34°36'29" East 82.66 feet); thence North 42°23'22" East 167.77 feet; thence South 89°54'11" East 89.22 feet; thence South 42°23'22" West 227.81 feet; thence southerly 64.99 feet along a 239.25 foot radius curve to the left with a central angle of 15°33'46" (chord bears South 34°36'29" West 64.79 feet); thence South 26°49'36" West 246.81 feet; thence South 89°54'32" West 74.02 feet to the point of beginning.

Contains 35,329 sq. ft. OR 0.811 acres

Contains 22.15 acres, more or less and 5 lots.

Ck by JJB 24 May 2016

EXHIBIT B

[Legal Description of Easement Area]

Storm Drain Easement

Beginning at a point on the West line of the Salt Lake and Jordan Canal North 00°07'23 " East 1136.66 feet along the quarter section line and South 89°52'37" East 51.42 feet from the South Quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 63°20'18" West 20.00 feet;

Thence North 26°49'36" East 177.89 feet to a point of curvature;

Thence 88.35 feet along the arc of a 325.25 foot radius curve to the right through a central angle of 15°33'46" (Long Chord Bears North 34°36'29" East 88.07 feet);

Thence North 42°23'22" East 122.54 feet;

Thence North 89°54'11" West 245.80 feet; Thence South 89°57'42" West 339.59 feet; Thence North 05°19'59" East 20.09 feet;

Thence North 89°57'42" East 337.73 feet; Thence South 89°54'11" East 291.06 feet;

Thence South 42°23'22" West 167.77 feet to a point of curvature;

Thence 82.91 feet along the arc of a 305.25 foot radius curve to the left through a central angle of 15°33'46" (Long Chord Bears South 34°36'29" West 82.66 feet);

Thence South 26°49'36" West 177.83 feet to the point of beginning.

Parcel contains 20,314sq. ft. 0.466 acres.

Ck by JJB 23 M11rc1i 2016

Retention Basin Easement

Beginning at a point North 00°07'23" East 1314.15 feet along the quarter section line and North 89°52'37" West 353.55 feet from the South Quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 89°57'42" West 254.12 feet;

Thence North 05°19'58" East 173.29 feet;

Thence North 89°57'42" East 254.12 feet;

Thence South 05°19'59" West 173.29 feet to the point of beginning.

Parcel contains 43,843 sq. ft. 1.006 acres.

Ck by JJB 23 Marcl1 2016