

WHEN RECORDED, MAIL TO:

Cheney Law Group
2825 E. Cottonwood Pkwy, Suite 500
Cottonwood Heights, UT 84121
Attn: Brian C. Cheney
121176-CAH

14-043-0-0006
01-130-0-0001
01-130-0-0011
05-067-0-0009

**PARTIAL TERMINATION
AND
RELEASE OF EASEMENTS**

(WATER FACILITIES AND SEWER FACILITIES)

THIS PARTIAL TERMINATION AND RELEASE OF EASEMENTS (WATER FACILITIES AND SEWER FACILITIES) (“**Agreement**”) is made this 15th day of July, 2020, by Grantsville City, Utah, a municipal corporation of the State of Utah (the “**City**”), whose mailing address is 429 East Main Street, Grantsville, Utah 84029.

WHEREAS, Grantsville Soil Conservation District owns in fee simple that certain unimproved real property located in Tooele County, Utah, more particularly described on **Exhibit A** attached hereto (the “**Property**”).

WHEREAS, pursuant to (i) that certain Water Facilities Easement dated November 26, 2019 (the “**Water Facilities Easement Agreement**”), and recorded November 26, 2019, as Entry No. 498616 in the Official Records of Tooele County, Utah (the “**Official Records**”), and (ii) that certain Sewer Facilities Easement dated November 26, 2019 (“**Sewer Facilities Easement Agreement**” and, together with the Water Facilities Easement Agreement, the “**Easement Agreements**”), and recorded November 26, 2019, as Entry No. 498619 in the Official Records, Tooele County, Utah, a body corporate and politic of the State of Utah (the “**County**”), as grantor, granted to the City, as grantee, non-exclusive, perpetual easements on, over, under, across and through all real property owned by Grantor and necessary or desirable to be used by Grantee for certain water and sewer facilities, as more particularly described in the Easement Agreements (collectively, the “**Easements**”).

WHEREAS, the Property is burdened by, subject to and encumbered by the Easement Agreements.

WHEREAS, the City desires to partially terminate the Easement Agreements with respect to the Property and release the Property from any encumbrance created by the Easement Agreements.

NOW THEREFORE, the City hereby states as follows:

1. With respect solely to the Property, the City hereby terminates the Easement Agreements and releases the Property from and against any encumbrance, interest or right of use or otherwise arising out of or related to the Easement Agreements, and from and after the date hereof, the City hereby confirms that it shall have no right, title or interest in or to the Property arising under the Easement Agreements.
2. Except for the foregoing partial termination and release, all other terms of the Easement Agreements remain unmodified and in full force and effect. The City represents that it has not

previously assigned any of its rights or interests as “grantee” in and to the Easements with respect to the Property to any third party, and the City is the sole holder of all such rights.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[signature on following page]

EXHIBIT A

That certain real property in the County of Tooele, State of Utah, described as follows:

PARCEL 1:

Lot 6, DESERET PEAK SUBDIVISION PHASE 3, according to the official plat thereof as recorded in the office of the Tooele County Recorder on July 16, 2002 as Entry No. 184434 in Book 766 at Page 11.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the Western Pacific Railroad.

PARCEL 2:

Lots 1 and 2, and the South half of the Northeast quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the West 3/4ths of the West half of the Northeast quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

PARCEL 3:

The Southwest quarter of Section 35, Township 2 South, Range 5 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following:

A strip or tract of land 100 feet in width across the West half of the Southwest quarter of Section 35, Township 2 South, Range 5 West, Salt Lake Base and Meridian said strip or tract of land being bounded on the West by the West line of said Section 35, on the South by the South line of said Section 35, on the Northeast and Southwest by lines parallel to and 50 feet distant measured Northeasterly and Southwesterly respectively at right angles or radially from the following described line: Beginning at a point on the South line of said Section 35, 4383.8 feet distant measured Westerly along the South line of said Section 35, from the Southeast corner of said Section 35; thence North 38°08' West a distance of 1520.4 feet to a point; thence on a 01° curve to the left, tangent to said course, a distance of 93 feet to a point on the West line of said Section 35, 1383.5 feet distant, measured Southerly along said West line of Section 35 from the quarter section corner on the said West line of Section 35.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning 2622 feet North and 150 feet East of the Southwest corner of Section 35, Township 2 South, Range 5 West, Salt Lake Base and Meridian and running thence South 89°19'06" East 2467.50 feet; thence South 00°01'52" West 2743.50 feet; thence North 89°29'11" West 1459.70 feet; thence North 36°53'50" West 1673.80 feet; thence North 00°10'18" West 1421.30 feet to the point of beginning.