

When Recorded Return to:
Tooele City
90 North Main
Tooele, Utah 84074

Tax Parcel No. 02-126-0-0045

EASEMENT AGREEMENT FOR TEMPORARY ROADWAY TURNAROUND

THIS EASEMENT AGREEMENT FOR TEMPORARY ROADWAY TURNAROUND ("Agreement") is made and entered into as of February 10, 2021, by and between TOOELE ASSOCIATES, Limited Partnership, a Wyoming limited partnership, ("Grantor"), and Tooele City Corporation ("Grantee").

RECITALS

- A. Grantor owns a parcel of real property located in Tooele County, Utah, and more particularly described on Exhibit A (the "Property").
- B. Grantee desires to obtain an easement for a temporary roadway turnaround over a portion of the Property, in conjunction with the Drumore at Overlake, Phase 2 Subdivision.
- C. Grantor and Grantee are executing this Agreement for the purpose of creating a temporary roadway turnaround easement over a portion of the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Declaration of Easement. Grantor does hereby convey, assign, transfer and grant to Grantee, and hereby declares that the Property shall be encumbered by and subject to, a public roadway easement (the "Easement") solely for the purpose of constructing, operating, and maintaining a public street for vehicle and pedestrian use by the public (the "Turnaround"). The Easement shall be as described in Exhibit A and depicted in Exhibit B.
2. Duration. The Easement and the Turnaround shall remain in effect and functional until such time that the Property is developed and platted. Upon the recordation of one or more plats upon the Property and the construction and dedication to the Grantee of permanent roadway improvements that replace or improve the Turnaround, the portions of the Easement within the platted parcels shall automatically terminate, without the need for recording any instrument of termination. If requested by Grantor, however, Grantee hereby agrees to execute and deliver to Grantor for filing in

the Tooele County Recorder's Office a termination of easement, or similar document, to further evidence the termination of the Easement and this Agreement.

3. Use of Property by Grantor. Notwithstanding anything herein to the contrary, nothing herein shall prohibit Grantor from using the Property for any lawful purpose, including, but not limited to, any development thereon, so long as such use is not incompatible or inconsistent with the quiet enjoyment of the rights of Grantee as granted herein.

4. Binding Effect. Until terminated as provided herein, the Easement shall run with the Property and shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.

5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah.

6. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained.

If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

IN WITNESS WHEREOF, this Agreement is executed as the day and year first above written.

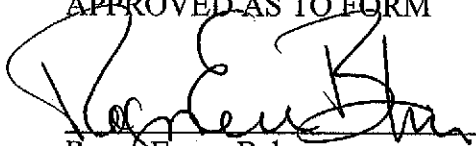
TOOELE ASSOCIATES, Limited Partnership,
a Wyoming Limited Partnership

By: [Signature]
By: Managing Partner
Its Authorized Agent

TOOELE CITY CORPORATION

By: [Signature]
Debra E. Winn
Its: Mayor

APPROVED AS TO FORM



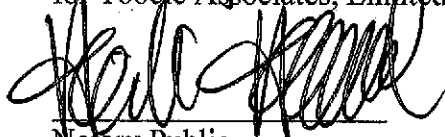
Roger Evans Baker
Tooele City Attorney

STATE OF UTAH)

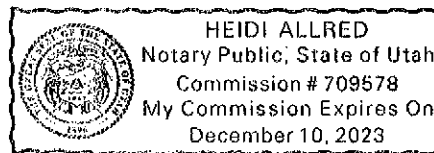
:SS

COUNTY OF TOOELE)

The foregoing instrument was acknowledged before me this 28 day of January, 2021, Drew Hall, as Authorized Agent for Tooele Associates, Limited Partnership, a Wyoming Limited Partnership.



Notary Public

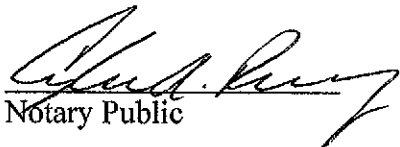


STATE OF UTAH)

:SS

COUNTY OF TOOELE)

The foregoing instrument was acknowledged before me this 10 day of February, 2021, by Debra E. Winn, the Mayor of Tooele City Corporation.



Notary Public

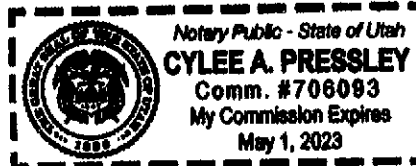


EXHIBIT A
(Property Description)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; TOOEE CITY, TOOEE COUNTY, UTAH AS DESCRIBED:

BEGINNING AT A POINT THAT IS S89°34'47"W 304.91 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER AND S00°00'00"E 113.05 FEET FROM THE CENTER QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 42.51 FEET, A DISTANCE OF 36.23 FEET, A CHORD DIRECTION OF S69°08'20"W AND A CHORD DISTANCE OF 35.15 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 47.00 FEET, A DISTANCE OF 226.95 FEET, A CHORD DIRECTION OF S44°46'19"E AND A CHORD DISTANCE OF 62.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 42.50 FEET, A DISTANCE OF 35.90 FEET, A CHORD DIRECTION OF N21°05'41"E AND A CHORD DISTANCE OF 34.84 FEET; THENCE N44°12'34"W 34.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,795 SQUARE FEET IN AREA

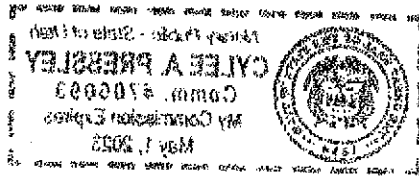


EXHIBIT B
(Depiction of Easement)

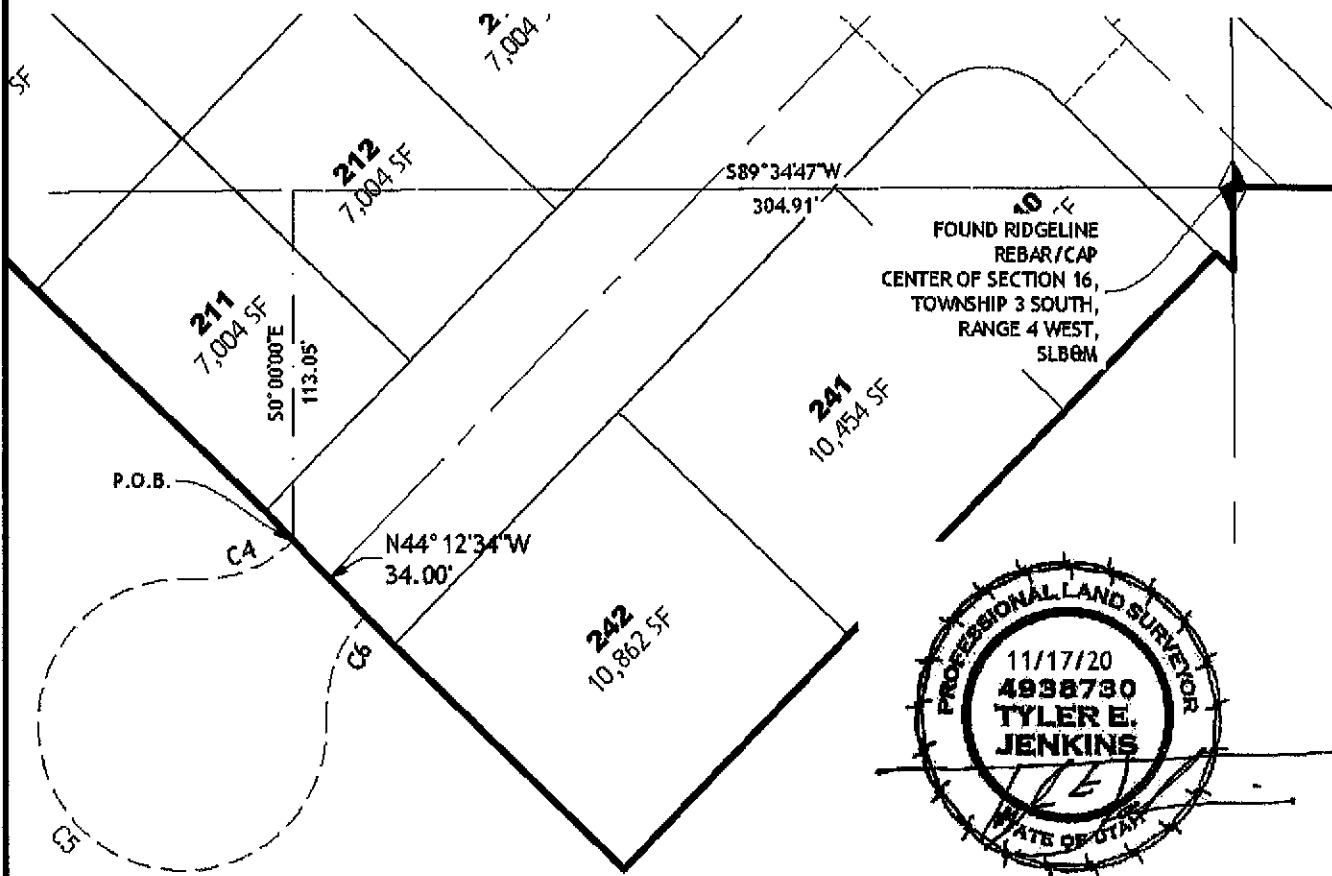
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; TOOELE CITY, TOOELE COUNTY, UTAH AS DESCRIBED:

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CONTAINS 7,795 SQUARE FEET IN AREA

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C4	36.23	42.51	S69°08'20"W	35.15
C5	226.95	47.00	S44°46'19"E	62.49
C6	35.90	42.50	N21°05'41"E	34.84



SCALE: 1" = 60'



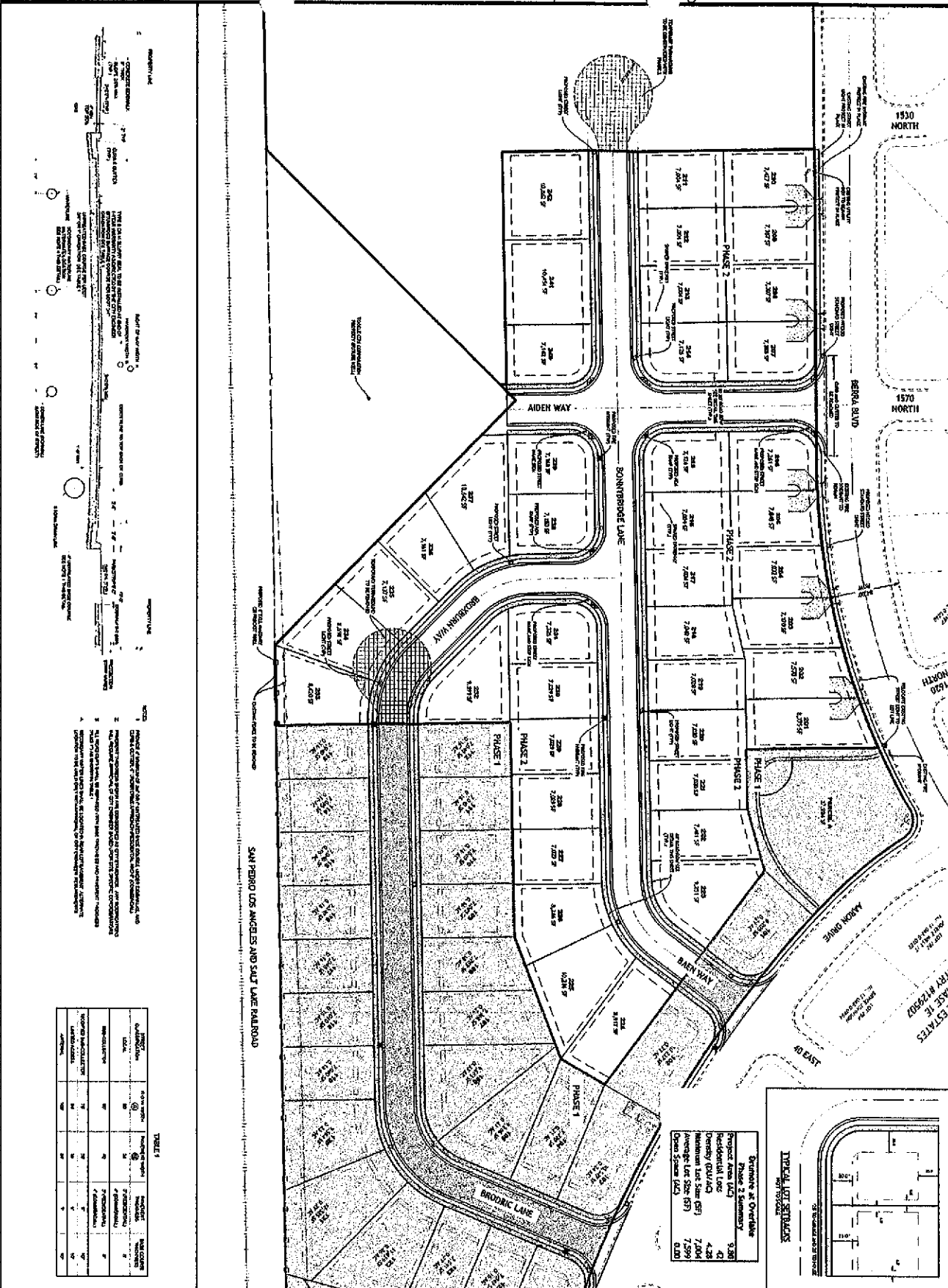
DRUMORE AT OVERLAKE
Turnaround Easement

DATE:

01/22/21

FIGURE:

1 OF 1



EDM PARTNERS

2415 West 24th Street, Suite 100, Los Angeles, CA 90024
 (310) 204-2000
 www.edmpartners.com

SCALE 1" = 30'

0 25 50 100 150

DATE: January 14, 2021

SHEET NUMBER: **0-2**

Hamlet Development
 Phase 2 Summary
 Project Area (Ac) 3.88
 Residential Lots 42
 Density (Units/Acre) 7,004
 Minimum Lot Size (SF) 7,599
 Average Lot Size (SF) 0.00

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