

Ent: 427783 - Pg 1 of 4
Date: 4/22/2016 9:10:00 AM
Fee: \$16.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Cottonwood Title Insurance Agency, Inc.

WHEN RECORDED MAIL TO:
Stansbury Park Improvement District
10 Plaza
Stansbury Park, UT 84074

PORTER WAY PARK STREAM DISCHARGE AND DRAINAGE EASEMENT

Stansbury Recreation Service Area of Tooele County, ("Grantor") as owner of the subject property, 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, renewing and enlarging, paralleling, owning, operating, inspecting, maintaining, repairing, altering, replacing, protecting and making and removing connections to the related equipment and facilities within said easement, to be situated under, across and through the following real property of Grantor located in Tooele County, State of Utah more particularly described below and hereinafter referred to as "Easement Property":

A 50' wide drainage easement located in the NW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, 25' each side of the following described centerline:
Beginning at a point located S89°42'06"W along the Section line 532.55 feet and South 2,234.79 feet from the North 1/4 Corner of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian; thence S72°33'24"W 246.37 feet; thence N70°40'53"W 30.47 feet; thence N19°28'02"W 157.11 feet; thence N51°08'50"W 78.32 feet; thence N11°05'34"W 95.63 feet; thence N28°57'53"W 34.20 feet; thence N62°29'31"W 29.29 feet; thence S86°06'00"W 31.14 feet; thence S62°58'18"W 104.56 feet; thence S89°50'39"W 66.89 feet; thence N66°42'59"W 66.12 feet; thence N47°13'20"W 137.08 feet; thence N83°02'34"W 47.87 feet; thence S70°06'08"W 76.38 feet; thence N67°58'51"W 35.25 feet; thence N44°27'06"W 70.74 feet; thence N62°48'08"W 35.85 feet; thence N48°42'42"W 48.53 feet; thence N14°52'50"W 59.61 feet; thence N37°47'34"W 33.92 feet; thence N16°51'42"W 42.79 feet; thence N32°49'10"W 24.13 feet; thence N62°01'54"W 49.14 feet; thence N36°35'52"W 40.74 feet; thence N53°46'13"W 40.12 feet; thence N34°33'55"W 28.41 feet; thence N5°37'35"E 56.42 feet; thence N52°58'22"W 67.20 feet; thence N28°27'46"W 108.45 feet to a point of terminus located N56°53'21"W 1,597.40 feet from the point of beginning.

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

The Easement shall be for the construction, installation, use, maintenance, repair and replacement, as necessary, of the drainage lines and related improvements and facilities to be constructed and installed by Grantor on the Easement Property ("Utility Lines").

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 Lines.

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.

4. Within a reasonable time following completion of construction of any improvements associated with the Utility Lines 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 anything 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. Grantor shall not change the contour of the ground within the Easement Property without the prior written consent of the Grantee.

6. Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, 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. Grantee shall have no liability for any damage to any improvements made by Grantor 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.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below, to be effective on the recording date hereof.

GRANTOR:

Stansbury Recreation Service Area of Tooele County

By: [Signature]
Name: Randall Jones
Its: General Manager

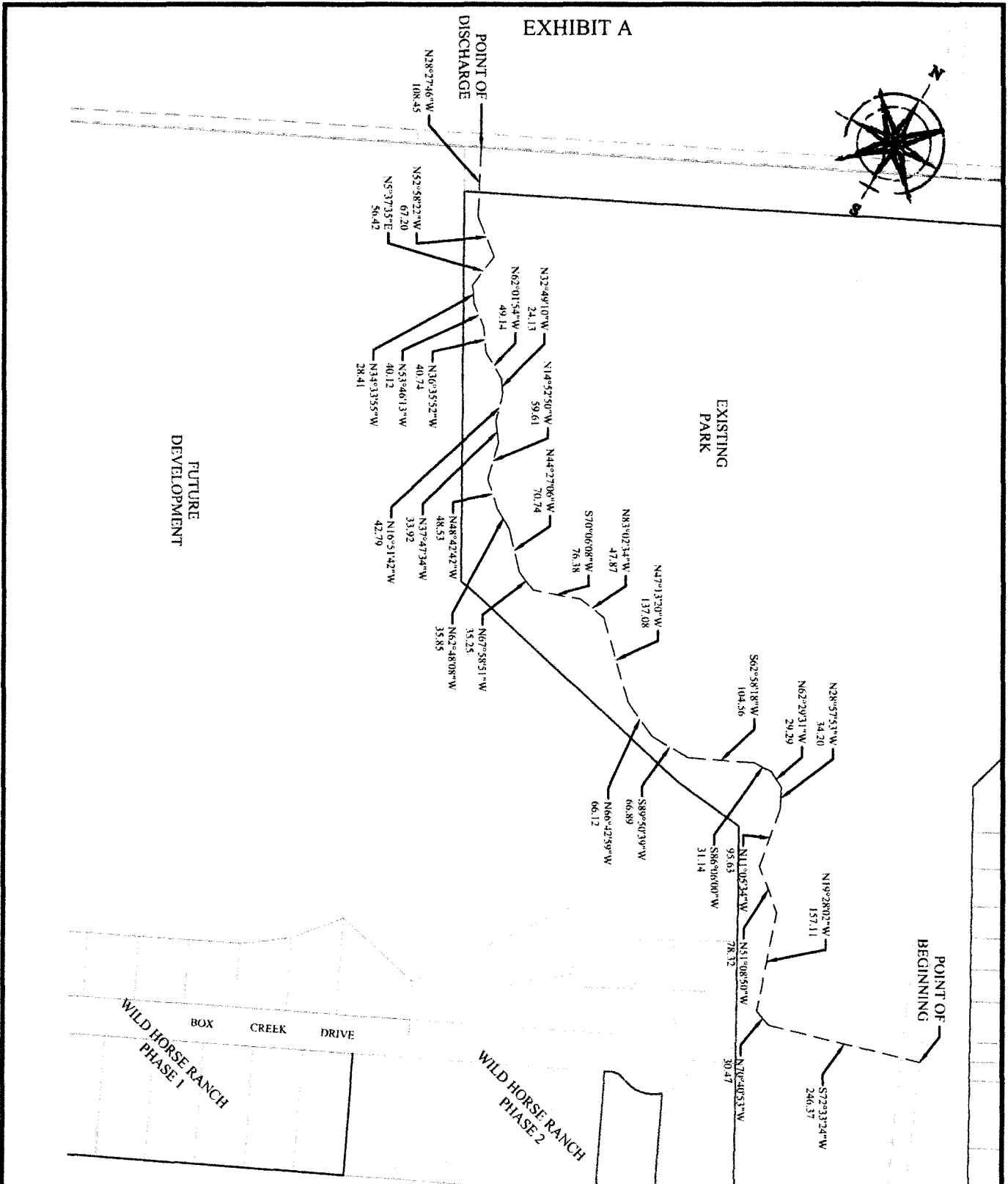
STATE OF UTAH

COUNTY OF TOOELE

The foregoing instrument was acknowledged before me this 12 day of April, 2016 by RANDALL JONES in his capacity as Gen. Mgr. of Stansbury Recreation Service Area of Tooele County.

[Signature]
NOTARY PUBLIC





Project Number	1110115
Scale	1"=200'
Drawn	KLB
Check	LAL/BJ
Date	
Sheet	01

WILD HORSE RANCH PH 1
 PORTER WAY PARK STREAM DISCHARGE POINT
 50' WIDE EASEMENT
 STANSBURY PARK, UTAH

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