

Ent: 439195 - Pg 1 of 7  
Date: 11/10/2016 09:18 AM  
Fee: \$27.00  
Filed By: ce  
Jerry Houghton, Recorder  
Tooele County Corporation  
For: SADDLEBACK PASTURES LC

**When recorded, please return to:**  
Lake Point Improvement District  
Attn: Keith B. Fryer, Chairman  
7856 North Mountain View Road  
Lake Point, UT 84074

Tooele County APN: 04-071-0-0022, 05-016-0-0026, 04-070-0-0058, 04-070-0-0066, and 04-070-0-67.

## EASEMENT

(SB Blvd, Mtn View, & Future Phases Sewer)

For the sum of one dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SKULL VALLEY COMPANY, LTD., a Utah limited partnership; UINTAH LAND COMPANY, L.C., a Utah limited liability company; BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company; and ARIMO CORPORATION, an Idaho corporation qualified to do business in the State of Utah,** (collectively "**Grantors**"), whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054, hereby grant, convey, sell and set forth unto **LAKE POINT IMPROVEMENT DISTRICT, a political subdivision of the State of Utah ("Grantee")**, whose address is 7856 North Mountain View Road, Lake Point, Utah, 84074, a perpetual non-exclusive right-of-way and easement (collectively the "**Easement**") to lay, maintain, operate, repair, inspect, protect, install, remove and replace sanitary sewer pipelines, manholes, and related facilities (collectively the "**Facilities**"), insofar as they lie within the property of the Grantor, said Easement being situate in Lake Point, Tooele County, State of Utah, over, through and under a parcel of the Grantors' land being legally described on **Exhibit "A"** attached hereto and graphically depicted on **Exhibit "B"** attached hereto.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, representatives, agents and assigns to enter upon the Easement with such equipment as is necessary to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities.

During construction and maintenance periods, Grantee and its agents may use such portions of Grantors' property along and adjacent to the Easement as may be reasonably necessary in connection with the construction or repair of the Facilities. Grantee shall be responsible for restoring all property within Easement, as such property relates to the Facilities and through which the work traverses, to as near its original condition as is reasonably possible, provided the Grantee shall not be responsible for restoring large vegetation such as trees or mature shrubs or for restoration of any buildings or other improvements (other than roadways or other underground utilities).

Grantors shall have the right to use the land area covered by this Easement, including but not limited to the right to construct and to install such roadways, streets, trails, drainage ditches, pipelines, other wet and dry utilities over, under, through, and across Grantors' lands encumbered by this Easement, provided such use shall not unreasonably interfere with the Facilities, or any other rights granted to the Grantee hereunder. Grantors shall not build or construct or permit to be constructed over and across the lands encumbered by this Easement, any permanent buildings upon the portion of Grantors' land covered by this Easement.

In the event that Grantors develop all or a portion of the real property encumbered by this Easement, by recording a subdivision plat with the office of the Tooele County Recorder which creates and dedicates public utility easements covering the Grantee's Facilities, the Grantee shall execute and deliver to Grantors a termination of easement document releasing and terminating the portion of the Easement that is no longer needed to provide the Grantee a right-of-way and easement for such portion of the Grantee's Facilities.

This Easement 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 Grantee

IN WITNESS WHEREOF, the Grantors have executed this Easement this 3rd day of November, 2016.

**GRANTORS:**

SKULL VALLEY COMPANY, LTD.,  
a Utah limited partnership

By: ROBINSON SVCGP, L.C.,  
a Utah limited liability company, as General Partner

By: Christopher F. Robinson  
Christopher F. Robinson, Manager

By: FREED SVCGP, L.C.,  
A Utah limited liability company, as General Partner

By: Paul L. Freed  
Paul L. Freed, Manager

UINTAH LAND COMPANY, L.C.,  
a Utah limited liability company

By: Christopher F. Robinson  
Christopher F. Robinson, Manager

BEAVER CREEK INVESTMENTS, L.C.,  
a Utah limited liability company

By: Christopher F. Robinson  
Christopher F. Robinson, Manager

ARIMO CORPORATION,  
an Idaho corporation

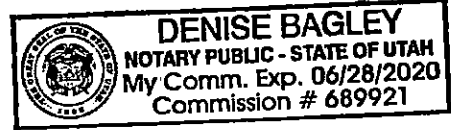
By: Christ F. Robinson  
Christopher F. Robinson, President

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, the Manager of ROBINSON SVCGP, L.C., and Paul L. Freed, the Manager of FREED SVCGP, L.C., as General Partners of SKULL VALLEY COMPANY, LTD., a Utah limited partnership.

Denise Bagley  
Notary Public

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )



The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, a Manager of UINTAH LAND COMPANY, L.C., a Utah limited liability company.

Denise Bagley  
Notary Public

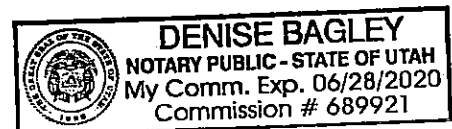
STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )



The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, a Manager of BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company.

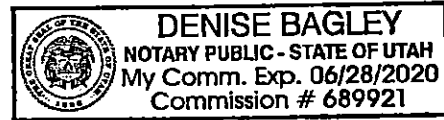
Denise Bagley  
Notary Public

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )



The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Christopher F. Robinson, the President of ARIMO CORPORATION, an Idaho corporation.

Denise Bagley  
Notary Public



## EXHIBIT "A"

Legal descriptions of the Easement for three segments of sewer main to be installed across Grantor's property located in Lake Point, Tooele County, Utah and more particularly described as follows and graphically depicted on Exhibit "B":

### Saddleback Blvd. Sewer Easement

A fifteen (15) foot wide easement located in the Southwest Quarter of the Southwest Quarter of Section 36, and the Southeast Quarter of Section 35, of Township 1 South, Range 4 West, also a part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 2 South, Range 4 West, of the Salt Lake Base and Meridian, lying 7.5 feet each side of the following described centerline:

Beginning at a point that lies North 89°24'19" West along the section line 1,876.03 feet and North 132.06 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian and running thence South 46°38'17" West 130.01 feet; thence South 49°43'02" West 174.31 feet; thence North 49°26'49" West 350.55 feet; thence North 74°39'41" West 260.85 feet; thence North 86°49'29" West 389.41 feet; thence North 89°21'46" West 263.05 feet; thence North 60°41'44" West 308.93 feet; thence North 29°48'47" West 514.62 feet; thence North 47°06'20" West 222.54 feet; thence North 47°23'47" West 284.98 feet to the POINT OF TERMINUS.

Encompassing 43,489 square feet or 0.998 acres.

Basis of bearing for this description being N 89°24'19" W between the North Quarter Corner and the Northwest Corner (Established N 00°51'10" E 306.03' from the found witness corner) of Section 1, T2S, R4W, SLB&M. (1983 Tooele County Dependent Resurvey monuments).

### **TOGETHER WITH THE FOLLOWING:**

### Future Phases Sewer Easement

A fifteen (15) foot wide easement located in the Southwest Quarter of Section 36, Township 1 South, Range 4 West, Salt Lake Base and Meridian, lying 7.5 feet each side of the following described centerline:

Beginning at a point that lies North 89°24'19" West along the section line 1,894.49 feet and North 1,939.80 feet from the South Quarter Corner of Section 36, Township 1 South, Range 4 West, Salt Lake Base and Meridian and running thence North 89°18'55" West 152.32 feet; thence South 55°56'09" West 370.84 feet; thence South 17°32'56" East 137.66 feet; thence

South 00°16'05" West 734.78 feet; thence South 25°28'45" West 702.52 feet to the POINT OF TERMINUS.

Encompassing 31,473 square feet or 0.723 acres.

Basis of bearing for this description being N 89°24'19" W between the South Quarter Corner and the Southwest Corner (Established N 00°51'10" E 306.03' from the found witness corner) of Section 36, T1S, R4W, SLB&M. (1983 Tooele County Dependent Resurvey monuments).

**TOGETHER WITH THE FOLLOWING:**

Mountain View Sewer Easement

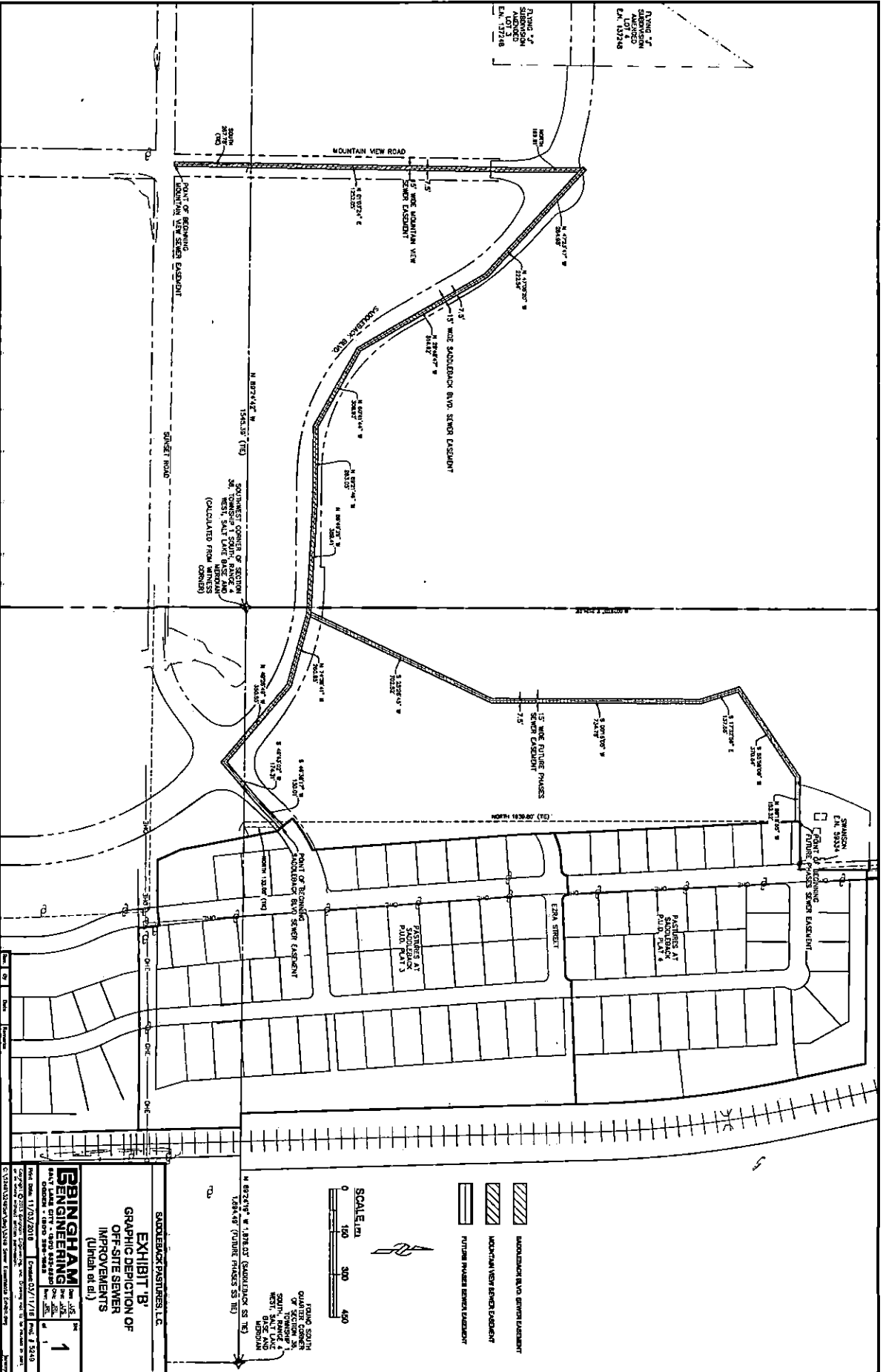
A fifteen (15) foot wide easement located in the Southeast Quarter of Section 35, Township 1 South, Range 4 West, and the Northeast Quarter of Section 2, Township 2 South, Range 4 West, Salt Lake Base and Meridian, lying 7.5 each side of the following described centerline:

Beginning at a point on the north right-of-way line of Sunset Road, a County Road, said point lies North 89°24'42" West along the section line 1,545.39 feet and South 267.78 feet from the Northwest Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian and running thence North 01°03'24" East 1,252.05 feet; thence North 169.81 feet to the POINT OF TERMINUS.

Encompassing 21,328 square feet or 0.490 acres.

Basis of bearing for this description being N 89°24'42" W between the Northeast Corner (Established N 00°51'10" E 306.03' from the found witness corner) and the North Quarter Corner of Section 2, T2S, R4W, SLB&M. (1983 Tooele County Dependent Resurvey monuments).

**END OF EXHIBIT "A".**



**BINGHAM ENGINEERING**  
 11701 20th St. N.  
 Grand Rapids, MI 49508  
 Phone: (616) 961-1111  
 Fax: (616) 961-1112  
 Email: info@bingham-engineering.com  
 Project No: 17012010  
 Drawing No: 17012010-1718 Page 8 of 10

**SAUTERBACK PARTNERS, L.P.**  
**EXHIBIT 'B'**  
**GRAPHIC DEPICTION OF**  
**OFF-SITE SEWER**  
**IMPROVEMENTS**  
 (Uhliah et al.)

