

WHEN RECORDED RETURN TO:

The Park Townhomes Owners Association
c/o Advantage Management
P.O. Box 1006
Orem, UT 84097
Attention: Jason Sucher

Tax ID / Parcel No. 05-033-0-0036

Space Above for Recorder's Use

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into to be effective as of the 27 day of June, 2022 (the "Effective Date"), by and between STANSBURY GREENBELT SERVICE AREA, its successors and assigns as the owner of the Easement Parcel defined below ("Grantor"), and THE PARK TOWNHOMES OWNERS ASSOCIATION, a Utah nonprofit corporation ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of real property, located in Tooele County, Utah, which is more particularly described and depicted in Exhibit "A" attached hereto (the "Easement Parcel").

B. Grantee has requested and Grantor is willing to grant to Grantee a perpetual easement in accordance with and subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

- (a) **"Easement"** means the Utility Easement.
- (b) **"Parcel"** means the Easement Parcel.
- (c) **"Party"** and **"Parties"** means individually Grantor or Grantee and collectively Grantor and Grantee.

2. Grant of Utility Easement.

(a) Utility Lines. Grantor, as the owner of the Easement Parcel, hereby grants and conveys to Grantee a perpetual, non-exclusive right and easement (the “**Utility Easement**”) on, over, under, across and through the Easement Parcel to locate, survey, install, upgrade, expand, entrench, maintain, repair, replace, protect, inspect and operate below ground storm water drainage lines serving such parcels of real property and such users within The Park Townhomes located in the vicinity of the Easement Parcel, as Grantee may determine from time to time (collectively, the “**Utility Lines**”). The foregoing grant of the Utility Easement to Grantee includes the right of ingress and egress across the Easement Parcel to and from the Utility Lines and access on and within the Easement Parcel for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Utility Lines and the removal or replacement of the same, either in whole or in part, with either like or different size pipe or facilities. Grantee may use such portions of the real property owned by Grantor that are located along and adjacent to the Utility Lines are located but outside the Easement Parcel as may be reasonably necessary for the purposes set forth in this Section 2. There shall be no charge for the use of the Utility Easement, and the Utility Easement granted and conveyed hereunder shall inure to the benefit of such persons and entities that Grantee authorizes to utilize and benefit therefrom.

(b) Maintenance, Repair and Replacement. At any time and from time-to-time Grantee shall have the right to install, repair, maintain, and/or replace any of the Utility Lines. Grantee, at its sole expense, shall comply with all applicable governmental codes, laws, orders, ordinances, regulations and statutes relating to the maintenance, operation, repair, inspection, protection, removal or replacement of the Utility Lines.

(c) Repair of Damages. Any damages caused by Grantee or its agents to the Easement Parcel or to the landscaping, vegetation, or irrigation facilities within the Easement Parcel shall be promptly repaired, restored and/or replaced by Grantee.

3. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of the Easement Parcel and its successors in title. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

4. Breach Shall Not Permit Termination. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity. It is expressly agreed that a breach of this Agreement shall not entitle any Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement.

5. Notices. Any notices under this Agreement shall be given in writing by email or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Grantor: Stansbury Greenbelt Service Area
 1 Country Club Dr., Ste. 1
 Stansbury Park , UT 84074
 Attention: Veronica Hobby, General Manager
 Email Address: v.hobby@stansburypark.org

To Grantee: The Park Townhomes Owners Association
 c/o Advantage Management
 P.O. Box 1006
 Orem, UT 84097
 Attention: Jason Sucher
 Email Address: jason@amres.co

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendition or giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

6. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party or Parties of such controversy shall pay to the prevailing Party or Parties reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party or Parties in enforcing its rights hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Sections refer to the Sections of this Agreement.

(e) Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance, transfer or termination herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(g) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(h) Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(i) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or governmental action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

STANSBURY GREENBELT SERVICE
AREA

By: James A. Heller
Name: James A. Heller
Title: Board Chair

THE PARK TOWNHOMES
OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: Colton Luman
Name: Colton Luman
Title: HOA President

STATE OF UTAH)
: ss.
COUNTY OF Wasatch)

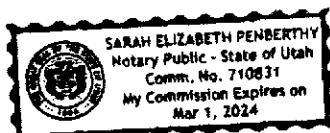
The foregoing document was duly acknowledged before me this 30 day of June, 2022,
by Colton Luman, in such person's capacity as the
HOA President of Stansbury Greenbelt Service Area.



Sarah Penberthy
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF Tioga)

The foregoing instrument was acknowledged before me this 30 day of June, 2022, by
Colton Luman, in such person's capacity as the HOA President of
The Park Townhomes Owners Association, a Utah nonprofit corporation.



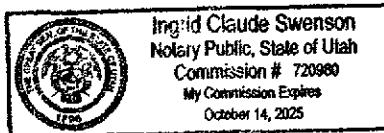
Sarah Penberthy
NOTARY PUBLIC

THE PARK TOWNHOMES
OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF UTAH)
: ss.
COUNTY OF Tooele)

The foregoing document was duly acknowledged before me this 29 day of June, 2022,
by JAMES A. HANZELKUT, in such person's capacity as the
Chairman of Stansbury Greenbelt Service Area.



STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2022, by
_____, in such person's capacity as the _____ of
The Park Townhomes Owners Association, a Utah nonprofit corporation.

NOTARY PUBLIC

**EXHIBIT A
TO
UTILITY EASEMENT AGREEMENT**

Legal Description and Depiction of the Easement Parcel

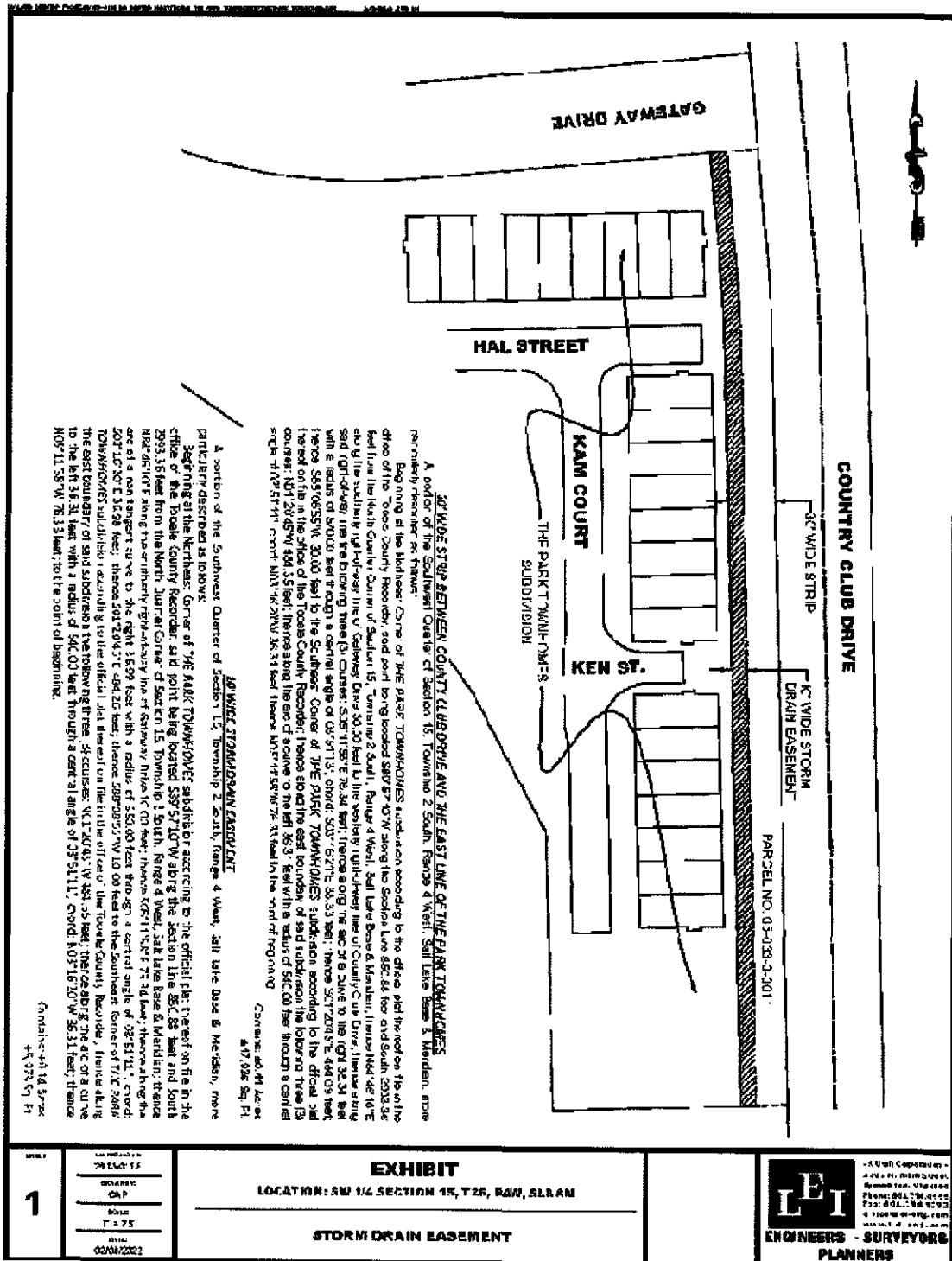
The real property referenced in the foregoing instrument as the Easement Parcel is located in Tooele County, Utah and is more particularly described as follows:

A portion of the Southwest Quarter of Section 15, Township 2 South, Range 4 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northeast Corner of THE PARK TOWNHOMES subdivision according to the official plat thereof on file in the office of the Tooele County Recorder, said point being located S89°57'10"W along the Section Line 850.88 feet and South 2993.36 feet from the North Quarter Corner of Section 15, Township 2 South, Range 4 West, Salt Lake Base & Meridian; thence N84°46'10"E along the southerly right-of-way line of Gateway Drive 10.00 feet; thence S05°11'58"E 76.34 feet; thence along the arc of a non-tangent curve to the right 36.99 feet with a radius of 550.00 feet through a central angle of 03°51'11", chord: S03°16'20"E 36.98 feet; thence S01°20'45"E 484.26 feet; thence S88°08'55"W 10.00 feet to the Southeast Corner of THE PARK TOWNHOMES subdivision according to the official plat thereof on file in the office of the Tooele County Recorder; thence along the east boundary of said subdivision the following three (3) courses: N01°20'45"W 484.35 feet; thence along the arc of a curve to the left 36.31 feet with a radius of 540.00 feet through a central angle of 03°51'11", chord: N03°16'20"W 36.31 feet; thence N05°11'58"W 76.33 feet; to the point of beginning.

Contains: ±0.14 Acres

±5,973 Sq. Ft.



front, measuring the distance from the corner of the front to the corner of the rear, hence being 36.31 feet; whence adding the 14.37 feet, measuring the distance from the corner of the rear to the corner of the front, we have 50.78 feet.

EXHIBIT
LOCATION: SW 1/4 SECTION 15, T26, R4W, SLSRAN

STORM DRAIN EASEMENT