

Recording Requested By:

Tooele County
47 South Main #213
Tooele, UT 84074

Above Space for Recorder's Use Only

GRANT OF PERPETUAL UNDERGROUND UTILITY EASEMENT

Flint F. Richards and Sandra S. Richards, ("*Grantors*"), whose address is _____, hereby GRANT AND CONVEY to **Tooele County**, 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 and installing, from time-to-time, and thereafter owning, operating, inspecting, maintaining, repairing, altering, replacing, paralleling, protecting and making and removing connections to underground utilities, including, without limitation, water, sewer, and storm drain pipelines, and related equipment and facilities (the "*Utility Facilities*"), to be situated over, under, across and through the following real property of Grantor (the "*Property*"), located in Tooele County, State of Utah:

SEE EXHIBIT "A"
attached hereto and incorporated herein by reference.

The foregoing Easement shall further include a temporary construction easement over, across, under and through the Property, as more particularly described in Exhibit "A," as necessary for the construction and installation, from time-to-time, of the Utility Facilities. The temporary construction easement shall expire upon completion of construction of the Utility Facilities. The Grantee shall restore any of Grantor's improvements situated within the area of any temporary construction easement to their pre-construction condition as near as practicable.

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 Facilities.
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 Facilities 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, fences or improvements, or plant any trees or shrubs whose roots would contact Grantee's Utility Facilities, or otherwise do any thing 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. Such permitted uses within the Easement Property shall include: (i) parking lots; (ii) roads; (iii) multi-use trails; (iv) limited landscaping consistent with the provisions of this Section; (v) storm water retention/detention areas subject to the requirement that any manholes, valves or surface infrastructure of any kind shall not fall within the confines of the retention/detention areas and that adequate cover of at least four (4) feet remains in place over and above the Utility Facilities within the Easement Property; and (vi) other utilities and uses approved in writing by the Grantee, subject to the satisfaction of the following criteria: (A) such other utilities and uses shall not be constructed and installed within ten (10) feet horizontally of either side of any sewer line, and (B) such other utilities and uses shall not be constructed and installed within three (3) feet horizontally of either side of any water line.

7. 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.

8. 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.

9. 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.

10. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

WITNESS the hands of Grantors this 6 day of January, 2019.

GRANTORS:

Flint J. Richards

By: Sandra S Richards
Its:

STATE OF UTAH)
 : ss.
County of Tooele)

On this 6 day of January, 2019, personally appeared before me Jasmine B. Royle signers of the above instrument, who duly acknowledged to me that they executed the same for and in behalf Flint Richards, and that said Sandra Richards duly executed the same.

Jasmine B. Royle
NOTARY PUBLIC

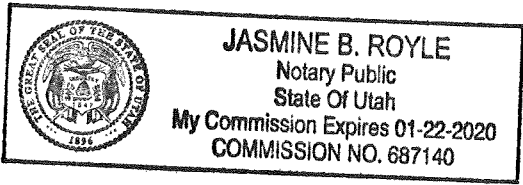


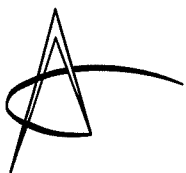
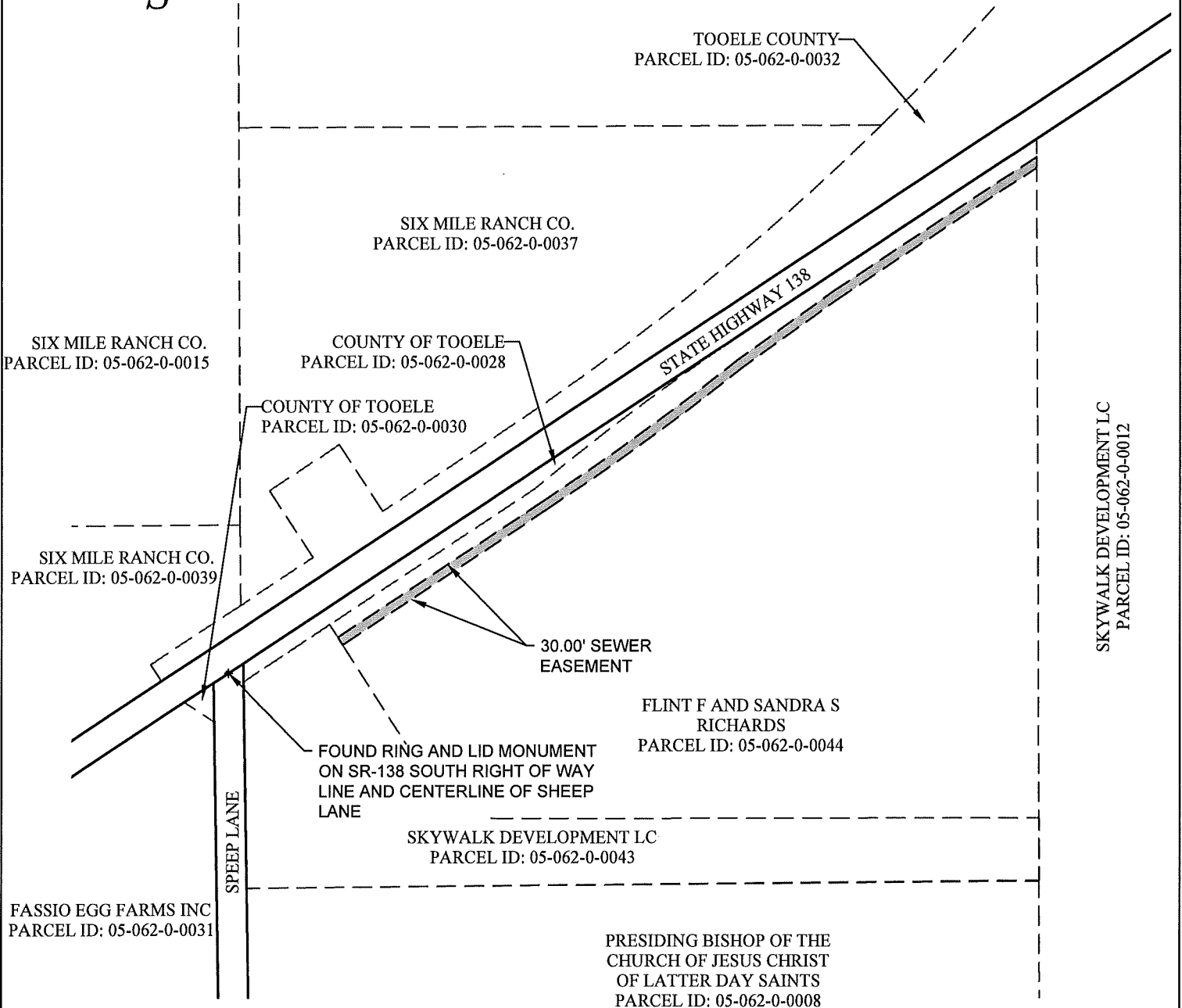
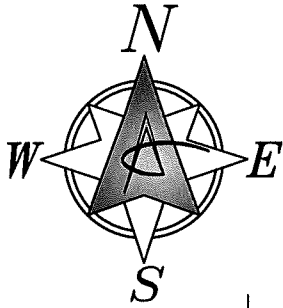
EXHIBIT "A"

A 30.00' WIDE STRIP OF LAND FOR A SEWER EASEMENT, BEING LOCATED IN THE WEST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE GRANTOR'S SOUTHWESTERLY PROPERTY LINE, SAID POINT BEING NORTH 71°58'52" EAST 385.36 FEET FROM A FOUND RING AND LID MONUMENT ON THE SOUTH RIGHT OF WAY LINE FOR SR-138 AND THE CONTROL LINE OF SHEEP LANE, FROM WHICH THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, BEARS SOUTH 0°57'16" EAST 2163.86 FEET, AND RUNNING THENCE NORTH 56°40'03" EAST 829.60 FEET TO A POINT OF CURVATURE OF A 8,769.92 FOOT RADIUS CURVE TO THE LEFT, THENCE ALONG SAID CURVE 795.38 FEET THROUGH A CENTRAL ANGLE OF 5°11'47" (HAVING A LONG CHORD OF NORTH 54°04'09" EAST 795.11 FEET); THENCE NORTH 54°30'45" EAST 394.55 FEET; THENCE NORTH 56°41'11" EAST 810.57 FEET TO THE GRANTOR'S EAST PROPERTY LINE; THENCE SOUTH 0°15'07" EAST 35.80 FEET ALONG SAID GRANTOR'S EAST PROPERTY LINE; THENCE SOUTH 56°41'11" WEST 790.47 FEET; THENCE SOUTH 54°30'45" WEST 394.55 FEET TO A POINT OF CURVATURE OF A NON-TANGENT 8,798.71 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 797.03 FEET THROUGH A CENTRAL ANGLE OF 5°11'31" (HAVING A LONG CHORD OF SOUTH 54°04'19" WEST 797.03 FEET); THENCE SOUTH 56°40'03" WEST 829.83 FEET TO SAID SOUTHWESTERLY PROPERTY LINE; THENCE ALONG SAID SOUTHWESTERLY PROPERTY LINE NORTH 32°53'53" WEST 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 84,652 SQ.FT. OR 1.94 ACRES

EXHIBIT "B"



Ward Engineering Group

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SEWER EASEMENT EXHIBIT
LOCATED IN THE WEST HALF OF SECTION 25,
TOWNSHIP 2 SOUTH, RANGE 5 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE COUNTY, UTAH

DATE: 10/31/18
SCALE: 1"=500'
DRAWN BY: FWH
SHEET NO.: 1 OF 1