

WHEN RECORDED MAIL TO
AND MAIL TAX NOTICE TO:
Drumore, LLC
84 West 4800 South, Suite 300
Murray, UT 84107

QUIT CLAIM DEED

File No.: 014494
APN: 02-126-0-0044

TOOELE COUNTY, a political subdivision

Grantor(s), of Tooele, Tooele County, State of Utah, hereby Quit Claim(s) to

DRUMORE, LLC, A Utah Limited Liability Company

Grantee(s), of Murray, Salt Lake County, State of Utah, for the sum of ten dollars and other good and valuable consideration, the following tract of land located in Tooele County, Utah, to wit:

See Exhibit A attached hereto and made a part hereof.

This Quit Claim Deed is given to release, terminate and relinquish any interest or easement rights conveyed to Tooele County by that certain Warranty Deed recorded October 23, 2020, as Entry No. 525030, in the Tooele County Recorder's Office.

Subject to easements, restrictions, reservations and rights of way appearing of record.

Witness the hand(s) of said Grantor(s) this 7th day of December, 2020.

Tooele County

[Signature]

By:
Its: TOM TRIPP, Tooele County Commission, chair

STATE OF UTAH)

:ss)

COUNTY OF Tooele)

The foregoing instrument was acknowledged before me the 8th day of December, 2020, by TOM TRIPP, as Tooele County Commission of Tooele County, a political corporation.

[Signature]
Notary Public



EXHIBIT A

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

BEGINNING AT A POINT THAT IS $N00^{\circ}13'38''W$ 181.51 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 16 AND $N90^{\circ}00'00''E$ 365.63 FEET FROM THE CENTER QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE $S45^{\circ}25'31''E$ 34.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42.50 FEET, A DISTANCE OF 35.85 FEET, A CHORD DIRECTION OF $S19^{\circ}45'48''W$ AND A CHORD DISTANCE OF 34.80 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 47.00 FEET, A DISTANCE OF 226.95 FEET, A CHORD DIRECTION OF $N46^{\circ}04'14''W$ AND A CHORD DISTANCE OF 62.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42.51 FEET, A DISTANCE OF 36.23 FEET, A CHORD DIRECTION OF $N67^{\circ}50'25''E$ AND A CHORD DISTANCE OF 35.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,794 SQUARE FEET IN AREA

Colin Winchester

From: Colin Winchester
Sent: Monday, November 23, 2020 9:41 AM
To: Tom Tripp; Shawn Milne; Kendall Thomas; Brittany Lopez; Marilyn Gillette; Scott Broadhead
Subject: Commission Agenda Item for Dec 1 meeting
Attachments: Drumore Easement and Deeds.pdf

Drumore LLC (Hamlet Homes) was supposed to execute and record a deed to Tooele City for a temporary turnaround easement near Overlake. Drumore mistakenly drafted the deed to Tooele County. Drumore recorded the mistaken deed in October. Now, Drumore asks the County to execute and record a Quit Claim Deed transferring the temporary turnaround back to Drumore so it can re-record in favor of Tooele City. I have reviewed the documents and discussed the matter with Drumore's representative and with Roger Baker. All is in good order. Please place the issue on the December 1 agenda for a first reading, and on the December 15 agenda for a second reading and approval. Thanks, Colin.

P.S. The documents are attached.

Colin Winchester
Deputy Tooele County Attorney
cwinchester@tooeleco.org
(435) 843-3136

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

Tax Parcel No. 02-126-0-0044

EASEMENT AGREEMENT FOR TEMPORARY ROADWAY TURNAROUND

THIS EASEMENT AGREEMENT FOR TEMPORARY ROADWAY TURNAROUND (“Agreement”) is made and entered into as of _____, 2020, by and between DRUMORE, LLC, a Utah limited liability company (“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 1 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.

DRUMORE, LLC, a Utah limited liability company

By: Hamlet Homes IV Corporation, a Utah corporation

By: _____
Barry Gittleman
President

TOOELE CITY CORPORATION

By: _____
Debra E. Winn
Its: Mayor

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Barry Gittleman, the President of Hamlet Homes IV Corporation, a Utah corporation, the Manager of DRUMORE LLC, a Utah limited liability company.

Notary Public

STATE OF UTAH)
 :ss
COUNTY OF TOOELE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Debra E. Winn, the Mayor of Tooele City Corporation.

Notary Public

EXHIBIT A
(Property Description)

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

BEGINNING AT A POINT THAT IS N00°13'38"W 181.51 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 16 AND N90°00'00"E 365.63 FEET FROM THE CENTER QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S45°25'31"E 34.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42.50 FEET, A DISTANCE OF 35.85 FEET, A CHORD DIRECTION OF S19°45'48"W AND A CHORD DISTANCE OF 34.80 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 47.00 FEET, A DISTANCE OF 226.95 FEET, A CHORD DIRECTION OF N46°04'14"W AND A CHORD DISTANCE OF 62.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42.51 FEET, A DISTANCE OF 36.23 FEET, A CHORD DIRECTION OF N67°50'25"E AND A CHORD DISTANCE OF 35.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,794 SQUARE FEET IN AREA

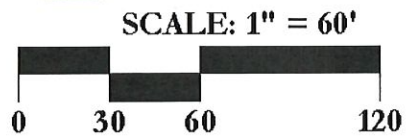
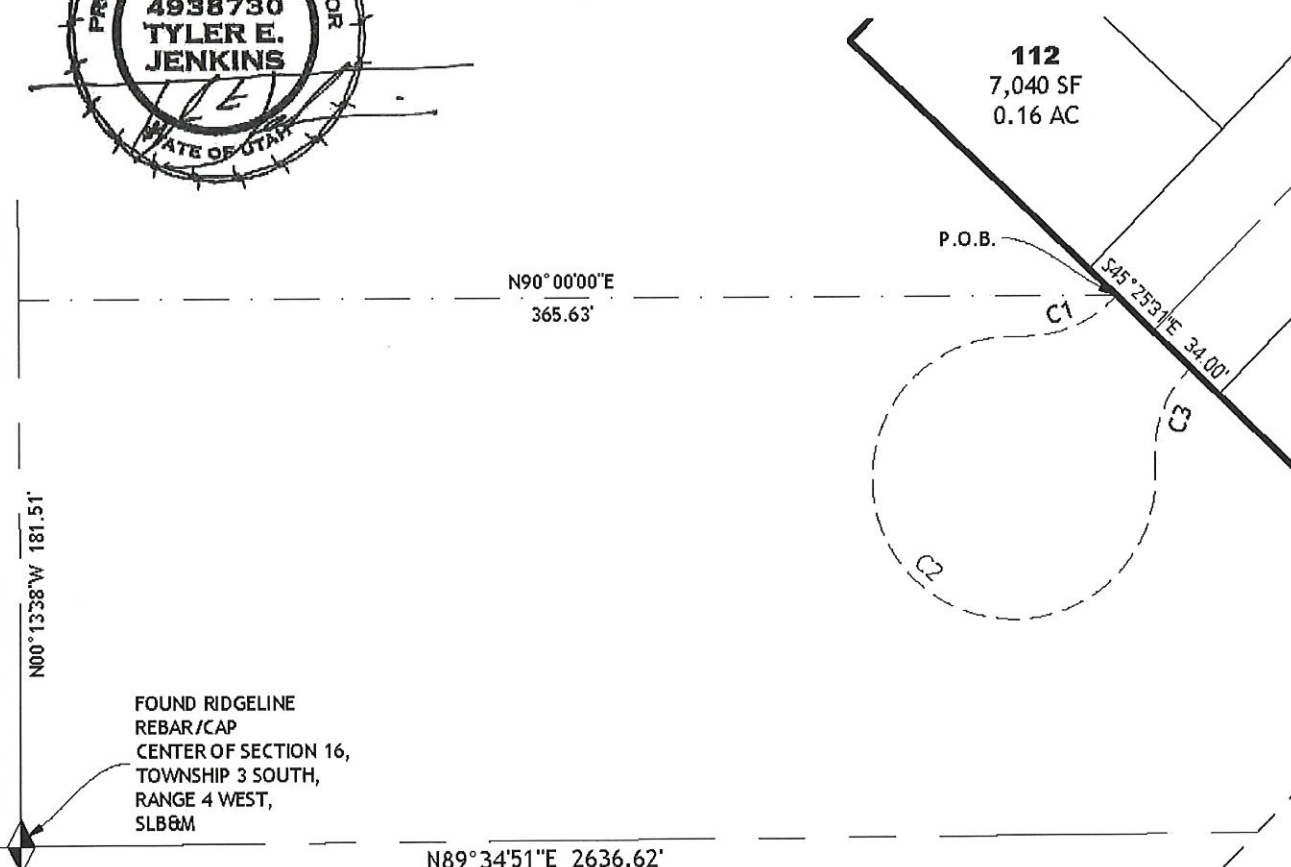
EXHIBIT B
(Depiction of Easement)

THAT PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; T O O E L E CITY, T O O E L E COUNTY, UTAH AS DESCRIBED:

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CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	36.23	42.51	N67° 50'25"E	35.15
C2	226.95	47.00	N46° 04'14"W	62.49
C3	35.85	42.50	S19° 45'48"W	34.80



DRUMORE AT OVERLAKE
Turnaround
Easement

DATE:
11/17/20

FIGURE:
1 OF 1

C:\Users\jdm\OneDrive\EDM Partners Dropbox\Projects\Drumore at Overlake\Survey\Easements\Turnaround Easement.dwg

WHEN RECORDED MAIL TO
AND MAIL TAX NOTICE TO:
TOOELE COUNTY
47 S. main street
Tooele, UT 84074

**WARRANTY DEED
(Temporary Turnaround Easement)**

File No.: 014494
APN: ~~02-126-0-0039, 02-126-0-0025 and 02-126-0-0006~~ ²⁴ 02-126-0-0044

DRUMORE, LLC, a Utah limited liability company,

Grantor(s), of Murray, Salt Lake County, State of Utah, hereby convey(s) and warrant(s) a Temporary Turnaround Easement to

Tooele County,

Grantee(s), of Tooele, Tooele County, State of Utah, for the sum of ten dollars and other good and valuable consideration, said Temporary Turnaround Easement being located in Tooele County, Utah, and more particularly described as:

See Exhibit A attached hereto and made a part hereof.

Subject to easements, restrictions, reservations and rights of way appearing of record.

Witness the hand(s) of said Grantor(s) this 19TH day of OCTOBER, 2020.

DRUMORE, LLC, a Utah limited liability company
by: Hamlet Homes IV Corporation, a Utah corporation
BY: [Signature]
Barry Gittleman
President

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

STATE OF UTAH)
)
 :ss)
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 19TH day of OCTOBER, 2020 by Barry Gittleman, as President of Hamlet Homes IV Corporation, as Manager of Drumore, LLC, a Utah limited liability company

[Signature]
Notary Public


 HAYLEY DAWN PRATT
Notary Public, State of Utah
Commission #701968
My Commission Expires
September 15, 2022

EXHIBIT A

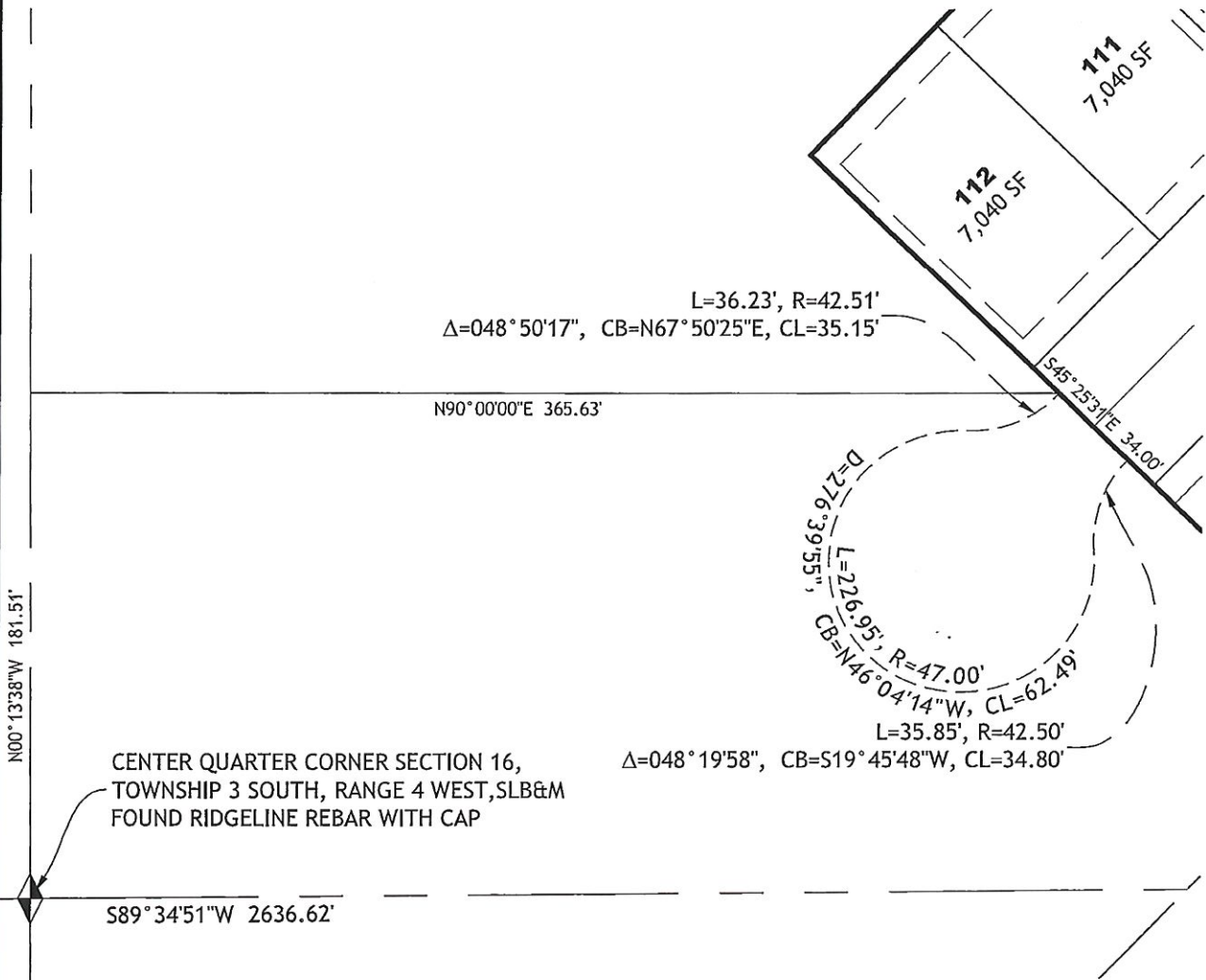
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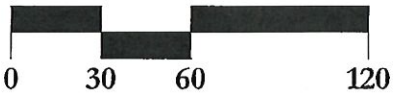
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SCALE: 1" = 60'



**DRUMORE AT OVERLAKE
TEMP. TURNAROUND
EASEMENT**

DATE:

10/10/2020

FIGURE:

A