Recording Requested By:

STANSBURY PARK IMPROVEMENT DISTRICT
30 Plaza
Stansbury Park, UT 84074

Above Space for Recorder's Use Only

GRANT OF PERPETUAL UNDERGROUND UTILITY EASEMENT

_____ ("*Grantor*"), whose address is _____, 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 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" (legal description of perpetual easement)
SEE EXIBIT "B" (8" x 11" map(s) depicting the easement(s), their vicinity / location, and measurements annotated)

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, fences, or other structures 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, restrict vehicle access, 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.

WITNESS the hand of Grantor this _____ day of _____, 2024.

GRANTOR:

_____

By: _____
Its:

STATE OF UTAH)
: ss.
County of Tooele)

On this _____ day of _____, 2024, personally appeared before me _____, signer of the above instrument, who duly acknowledged to me that he/she executed the same for and in behalf _____, and that said _____ duly executed the same.

_____
NOTARY PUBLIC

EXHIBIT “A”

LEGAL DESCRIPTION OF PERPETUAL EASEMENT

EXHIBIT “B”

8” x 11” MAP(S) DEPICTING THE EASEMENT(S), THEIR VICINITY / LOCATION, AND MEASUREMENTS ANNOTATED