

Ent 535327 Bk 887 Pg 243-245
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JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: SLOAN & SLOAN PC

RELINQUISHMENT AND RELOCATION OF EASEMENT

White Horse Development Company, LLC (“Developer”) and **White Horse Homeowners Association, Inc.** (the “HOA”), both having a legal address of 2845 E. Bench Road, No. 3, Moab, Utah 84532 (collectively, the “Parties”), hereby execute this **RELINQUISHMENT AND RELOCATION OF EASEMENT** on this 28th day of August 2019, pursuant to the terms herein.

WHEREAS, Developer owns real property located in Grand County, Utah particularly described as Lots 18 and 19, White Horse Subdivision (each, “Lot 18” and “Lot 19”), according to the final plat thereof recorded in Book 750, Page 943 on August 5, 2009 in the Grand County Recorder’s Office, Recorder at Entry No. 492292 (the “Plat”); and

WHEREAS, on the Plat, Developer reserved two (2) adjacent ten-foot (10’) drainage easements for the benefit of the HOA, one of which runs along and parallel to the northernmost boundary of Lot 18 and the other of which runs along and parallel to the southernmost boundary of Lot 19, as shown and more particularly described on the Plat (collectively the “Original Easement”); and

WHEREAS, the Parties have agreed to mutually relinquish and relocate the Original Easement to the southernmost boundary of Lot 18 (the “Drainage Easement”) as provided herein.

NOW THEREFORE, in consideration of the covenants described herein, including the new Drainage Easement, the Parties hereby agree as follows:

1. Relinquishment of Easement. The Parties hereby QUIT, VACATE, RELEASE, AND RELINQUISH any and all rights they have in the Original Easement being one (1) ten-foot (10’) drainage easement along and parallel to the northernmost boundary of Lot 18 and one (1) ten-foot (10’) drainage easement along and parallel to the southernmost boundary of Lot 19, as shown and more particularly described on the Plat. The Original Easement is hereby void and of no further force or effect.
2. Grant of New Easement. Developer hereby grants to the HOA a new perpetual, non-exclusive twenty-foot (20’) easement for drainage over, across, and through a portion of Lot 18, which easement shall run along and parallel to the southernmost boundary of Lot 18.

Executed as of the date first written above.

WHITE HORSE DEVELOPMENT COMPANY, LLC


Mark L. Griffith, Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On August 28, 2019, Mark L. Griffith as Manager of White Horse Development Company, LLC, a Utah limited liability company (the "Company") appeared before me and acknowledged and swore to me that the foregoing Relinquishment and Relocation of Easement was signed on behalf of the Company by authority of its Articles of Organization and Operating Agreement.





Rachelle Pierce, Notary Public

Executed as of the date first written above.

WHITE HORSE DEVELOPMENT COMPANY, LLC

Mark L. Griffith, Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

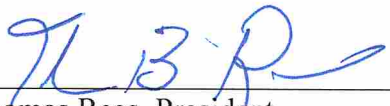
On August 16, 2019, Mark L. Griffith as Manager of White Horse Development Company, LLC, a Utah limited liability company (the “Company”) appeared before me and acknowledged and swore to me that the foregoing Relinquishment and Relocation of Easement was signed on behalf of the Company by authority of its Articles of Organization and Operating Agreement.

SEAL

NOTARY PUBLIC, Rachele Pierce

WHITE HORSE HOMEOWNERS ASSOCIATION, INC.

ATTEST:



Thomas Rees, President



Alison Ling, Secretary

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On August 28, 2019, Thomas Rees as President, and Alison Ling, as Secretary, of the White Horse Homeowners Association, Inc. (the “HOA”) appeared before me and acknowledged and swore to me that the foregoing Relinquishment and Relocation of Easement was signed on behalf of the HOA by authority of its Articles of Incorporation and Bylaws.

SEAL





NOTARY PUBLIC, Rachele Pierce