

E 3233294 B 7467 P 1486-1493
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/11/2020 02:23 PM
FEE \$0.00 Pgs: 8
DEP RTT REC'D FOR KAYSVILLE CITY C
GRP

When Recorded, Mail To:

Compass Development Holdings, LLC
854 North 240 East
Kaysville, Utah 84037

RETURNED

MAR 11 2020

Tax Parcel No.: 11-849-0130

(Space above for Recorder's use only)

SEWER LINE EASEMENT

THIS SEWER LINE EASEMENT (this "**Instrument**") is entered into this **31** day of December, 2018, by and among COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah limited liability company ("**Grantor**"), Marian H. Storey as trustee of the Storey Trust dated March 24th, 2000, a Revocable Living Trust, and its successors and assigns (the "**Trust**" and KAYSVILLE CITY, a Utah municipality ("**City**," the Trust and the City shall be collectively referred to as "**Grantee**").

RECITALS

A. Grantor currently owns that certain real property located in Kaysville, Utah, with a Tax Parcel No. 11-849-0130 ("**Grantor's Property**").

B. Grantee desires to obtain a non-exclusive sewer line easement (the "**Easement**") on, over, under and across portions of Grantor's Property (the "**Easement Area**") for the purposes more particularly described below, and Grantor is willing to grant the Easement to Grantee for the purposes more particularly described herein, subject to the terms and conditions set forth herein. The Easement Area is generally depicted on Exhibit A which also includes the sewer line improvements and engineered drawings, and more particularly described on Exhibit B, both attached hereto and incorporated herein by this reference. Should there be any discrepancy between the legal description and the depiction, the legal description shall control.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive sewer line easement in, on, over, and across the Easement Area (a) as to the Trust, for the purposes of the designing, installing, and constructing a sewer line and associated improvements, and (b) as to the City, for the purposes of repairing, and otherwise replacing a sewer line and associated improvements, each under and through the Easement Area for the transfer of sewer across Grantor's Property (the "**Improvements**"). The Trust acknowledges and agrees that the Improvements set forth in Section 1(a) shall be completed as mutually agreed to by the parties.

2. **Access.** Grantee and its agents, servants, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the relevant portions of Grantor's Property for the purposes permitted by this Instrument. Grantee will enter upon the relevant portions of Grantor's Property at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the relevant portions of the Grantor's Property and the entry thereon by Grantee and Grantee's Agents.

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to require the relocation of the Improvements at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and such relocation terminates the use of the easement in its prior location.

4. **Construction of Improvements; Maintenance and Restoration.** Grantee will promptly repair any damage to Grantor's Property and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and will restore Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents.

5. **Condition of Grantor's Property/Release.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects. The Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. **Miscellaneous.** This Instrument shall run with the land. This Instrument constitutes and represents the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between the parties are incorporated herein or superseded in their entirety by this Instrument. Grantee's right to use the Easement Area shall be subject to the aforementioned conditions, which upon the recordation of this Instrument or use of the Easement granted herein shall be deemed to have been agreed and accepted by Grantee. No term or provision of this Instrument or the Exhibits attached hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder. Upon completion the Improvements and acceptance thereof by City, the Trust's rights and obligations under this Instrument shall automatically terminate.

[signatures and acknowledgement commence on the next page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Instrument on the day and year first above written.

GRANTOR: COMPASS HOLDINGS DEVELOPMENT, LLC,
a Utah limited liability company

By: Matthew J. Yeates
Name: Matthew J. Yeates
Its: Member

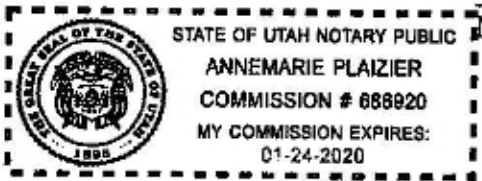
STATE OF UTAH)
) :ss
COUNTY OF DAVIS)

On this 4 day of January, 2019, personally appeared before me Matthew J. Yeates the Member of COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah limited liability company, known or satisfactorily proved to me to be the individual identified herein, who acknowledged to me that he/she signed the foregoing instrument.

WITNESS my hand and official seal.

Annemarie Plazier

Notary Public



[signatures and acknowledgements follow]

GRANTEE:

By: Marian H. Storey
MARIAN H. STOREY, trustee

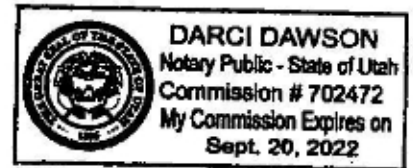
STATE OF UTAH)
)
) :ss
COUNTY OF Davis)

On this 31 day of December 2018, personally appeared before me MARIAN H. STOREY, as trustee of the Storey Trust, dated March 24, 2000, who acknowledged before me that he/she signed the foregoing instrument as trustees for said trust.

WITNESS my hand and official seal.

Darci Dawson
Notary Public

[signatures and acknowledgements follow]



GRANTEE:

KAYSVILLE CITY,
a Utah municipality,



By: Katie Witt
Name (Print): KATIE WITT
Its: Authorized Agent

Witness:

Annemarie Plazier
City Recorder

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 3 day of MARCH, 2020, personally appeared before me Katie Witt, personally known to me to be the Mayor of KAYSVILLE CITY, a Utah municipality, who acknowledged before me that he/she signed the foregoing instrument as Mayor and authorized agent for said municipality and that said municipality executed the same.

Annemarie Plazier
Notary Public

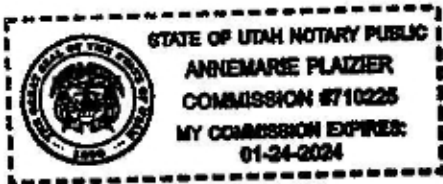


EXHIBIT A

(Depiction of Easement Area)

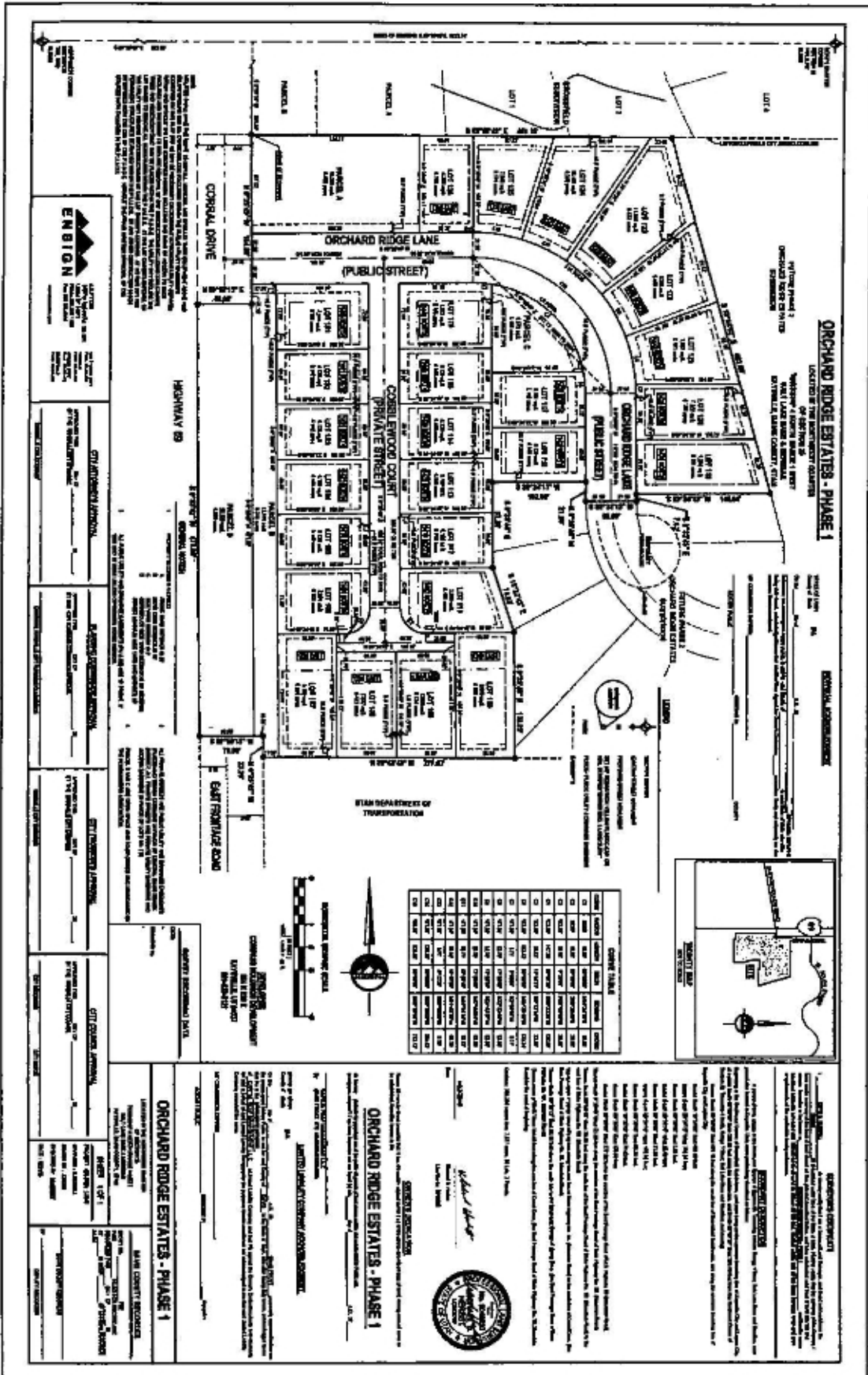


EXHIBIT B

(Legal Description of Easement Area)

KRR

December 17, 2018

L-2343-A

Sewer Line Easement over Future UDOT Property in Favor of Storey Property

Beginning at a point on the east line of U.S. Highway 89 (Mountain Road,) said point being South 89°50'45" East 258.77 feet along the section line to the east line of U.S. Highway 89 (Mountain Road,) and South 0°35'45" East 435.01 feet along the east line of U.S. Highway 89 (Mountain Road,) from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 89°50'15" East 60.00 feet;

Thence South 0°35'45" East 472.00 feet;

Thence South 89°50'15" West 60.00 feet to the east line of U.S. Highway 89 (Mountain Road);

Thence North 0°35'45" West 472.00 feet along the east line of U.S. Highway 89 (Mountain Road,) to the point of beginning.

Contains 28,319 square feet, 0.650 acres.