

After recording return to:
Smart Town LLC
1685 E Haven Brook Cir
Salt Lake City, UT 84121

ENT 149949:2020 PG 1 of 4
Jeffery Smith
Utah County Recorder
2020 Sep 29 11:31 AM FEE 40.00 BY SM
RECORDED FOR Old Republic Title (Draper)
ELECTRONICALLY RECORDED

Parcel 13:059:0113

Parcel 13:062:0090

Parcel 13:059:0118

STORM DRAINAGE EASEMENT
(Smart Town to Bach Homes)

For the sum of Forty Dollars (\$40.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto OZ AF East, LLC, as Grantee, its successors and assigns, a non-exclusive perpetual access easement over and across a portion of Parcel 13:062:0090 and a portion of Parcel 13:059:0113 for the benefit of Parcel 13:059:0118 (“**Parcel 0118**”), to construct, maintain, operate, repair, inspect, protect, install, remove and replace underground storm water conveyance pipeline of Grantee, and all necessary or desirable accessories thereto (herein collectively the “Storm Water Facilities”). Said easement being situated in Utah County, State of Utah, through a portion of Grantor’s land, which easement is more particularly described as follows:

Beginning at a point that is located on the north Right of Way of Quality Drive (per Vest Road Dedication Plat Entry 54716:2019 Utah County Recorder), said point is located North 89° 35’45” West 930.01 feet along section line and SOUTH 100.84 feet to a point on said right of way and North 89° 48’ 07” West coincident with said right of way a distance of 387.69 feet from the southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Said corner is retraced via Witness Monument and county survey records. The basis of bearing is the NAD 83 State Plane Coordinate System, Central Zone):

Thence North 89° 48’ 07” West a distance of 10.00 feet coincident with said right of way to a boundary represented by a survey by Surveying Associates, on file with the Utah County Surveyor as File #91-65; Thence along the described survey the following 2 courses: 1) North 00° 29’ 02 East a distance of 140.43 feet, and 2) North 00° 30’ 38” East a distance of 22.57 feet; Thence North 09° 35’ 42” East a distance of 17.6 feet; Thence South 89° 48’ 07” East a distance of 7.2 feet Thence South 00° 29’ 02” West 180.4 feet more or less to the Point of Beginning.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above-described easement area with such equipment as necessary to construct, maintain, operate, repair, inspect, protect, install, remove and replace said Storm Water Facilities; provided, however, that Grantee and its contractors and agents will enter upon the easement area at their sole risk,

hazard and expense. Grantee and Grantee's contractor's and agents accept the easement granted herein and all aspects thereof in their "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 existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the same.

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building of any kind within the easement area. Notwithstanding the foregoing, Grantor reserves the right to use the easement area for landscaping, storm water detention basins and / or any use not inconsistent with Grantee's permitted use of the easement area granted herein. Grantor reserves the right to connect into and discharge its storm water into the Grantee's Storm Water Facilities.

Grantee shall, at its sole cost and expense, maintain and repair any Grantee-owned Storm Water Facilities or other infrastructure located within the easement area in good order and condition. Grantee shall promptly repair any damage to Grantor's property caused by Grantee or Grantee's contractors or agents as set forth in Utah Code Ann. §54-3-27(2)(b) – including all future successor provisions of Utah law of similar content.

As to all periods while this easement is in effect, Grantee shall indemnify, defend and hold harmless Grantor and its trustees, successors and assigns against any and all claims, damages, costs, expenses and liabilities arising from the death of any individual, or from any accident, occurrence, injury, loss or damage whatsoever caused to any person or property of any person, as may arise out of Grantee's use of the easement area, except to the extent caused by the gross negligence or willful misconduct of Grantor or of any contractor, employee, agent or invitee of Grantor.

Grantee shall maintain, and ensure that all of Grantee's contractors and agents maintain, policies of insurance which, at a minimum, are sufficient to insure Grantee's obligations as set forth herein. Without limiting the foregoing, Grantee may fulfill its insurance obligations under this provision by means of self-insurance.

Nothing contained herein shall be deemed to be a gift or dedication of any portion of Grantor's property to the general public or for the general public or for any public purpose whatsoever, nor do the provisions herein create any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

If Grantee fails to use the easement area for the stated purpose for any continuous period of five years or more, Grantee agrees to release and abandon this easement in writing and cause such writing to be promptly recorded in the official records of the Utah County Recorder, and provide a copy of same to Grantor (or to Grantor's successors or assigns).

Grantee shall give notice to Grantor of all changes in the Storm Water Facilities within the easement area and shall cause to be prepared accurate 'as-built' descriptions and drawings of all of Grantee's Storm Water Facilities within the easement area; shall indefinitely retain the same and make copies of the same available to Grantor or Grantor's successors or assigns

promptly upon request and without cost.

This agreement shall be governed and construed in accordance with the laws of the State of Utah. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees. This agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute one and the same agreement.

In witness whereof, Grantor and Grantee have executed this easement this 28th day of SEPTEMBER, 2020.

In witness whereof, Grantor and Grantee have executed this document on the dates indicated.

Grantor: **Smart Town, LLC**
a UTAH limited liability company

Sep 28, 2020 By: [Signature]
Date

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On 28th Sept, 2020, personally appeared before me April B. Swaney who proved to me on the basis of satisfactory evidence to have proper authority to sign the foregoing document on behalf of Smart Town, LLC, who acknowledged that said limited liability company executed the same as the Grantor therein.

[Signature]
Notary Public

[seal]



