

WHEN RECORDED, MAIL TO:

1100 West Street, LLC  
360 North 700 West, Suite G  
North Salt Lake, UT 84054  
Attn: Tia Crow

ENT 39733:2016 PG 1 of 6  
Jeffery Smith  
Utah County Recorder  
2016 May 05 03:25 PM FEE 20.00 BY SS  
RECORDED FOR Cottonwood Title Insurance Ag  
ELECTRONICALLY RECORDED

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APN: 14:053:0142

## DECLARATION OF STORM WATER SYSTEM MAINTENANCE OBLIGATIONS

This DECLARATION OF STORM WATER SYSTEM MAINTENANCE OBLIGATIONS (this "**Declaration**") is made and entered into as of the 2 day of May 2016 by 1100 West Street, LLC, a Utah limited liability company ("**Owner**"), as the owner of the real property described herein.

### RECITALS

A. Owner is the owner of certain real property consisting of approximately 5.62 acres located in Lindon City (the "**Property**"), which Property is described more particularly on the attached Exhibit A.

B. Owner is in the process of subdividing the Property as set forth on that certain proposed plat map of the Tams-Zyto Subdivision (the "**Plat**"), which Plat has received approval from Lindon City, subject to certain conditions.

C. Upon the recording of the Plat, the Property shall be subdivided into two separate lots (each a "**Lot**" and collectively the "**Lots**").

D. Set forth on the Plat is a storm drain easement (the "**Trunk Line Easement**") covering the area legally described on the attached Exhibit B.

E. One condition to the recording of the Plat is that Owner record this Declaration, which sets forth the perpetual right of the owner of each Lot to use the Trunk Line Easement, as well as the maintenance obligations of the respective Lot owners related to the Trunk Line Easement and the storm water system constructed upon the Property, all as set forth in more detail below.

### DECLARATION

Now, therefore, the following covenants and obligations are hereby imposed upon Owner and all successor owners of the Lots:

1. Joint Use of Trunk Line Easement. The Trunk Line Easement shall benefit both Lots, and the holder of the fee interest of each Lot shall be entitled to use the storm water piping and detention facilities and related components constructed or installed within the Trunk Line

Easement (such piping and other components constructed within the Trunk Line Easement are referred to herein collectively the “**Storm Drain Trunk Line**”) for the drainage of storm water from each Lot.

2. Easement for Use of Peripheral Storm Water Drainage System Components.

Both Lots contain storm water piping and detention facilities and related components located outside of the Trunk Line Easement (such additional piping and other components located outside of the Trunk Line Easement are referred to herein collectively as the “**Peripheral System**”). Owner hereby creates and establishes for the benefit of both Lots a non-exclusive easement (the “**Peripheral Easement**”) upon, under, across, and through those portions of the Property containing the Peripheral System and such additional areas of the Property as reasonably necessary for the purpose of using, maintaining, accessing, repairing, and replacing the Peripheral System and the various components thereof; *provided* that the rights established hereunder with respect to accessing, maintaining, repairing, and replacing the Peripheral System shall be exercised only in accordance with Section 5, below.

3. Maintenance of Storm Drain Trunk Line. The owner of Lot 1 (being the west Lot, as identified on the Plat), shall have the primary responsibility for the maintenance of the Storm Drain Trunk Line. In connection with such responsibility, the owner of Lot 1 shall have a non-exclusive easement with respect to the portion of the Trunk Line Easement that is located on Lot 2 (as identified on the Plat) for the purpose of accessing, installing, inspecting, maintaining, repairing, and replacing the components of the Storm Drain Trunk Line. The owner of each Lot shall bear one-half of all costs and expenses incurred in connection with the maintenance and repair of the Storm Drain Trunk Line; *provided, however*, that any damage to the Storm Drain Trunk Line caused by a Lot owner (or tenant or other invitee of a Lot owner) shall be repaired by such Lot owner at such Lot owner’s sole cost and expense. All contribution amounts due from the owner of Lot 2 shall be paid to the owner of Lot 1 within fifteen (15) days after receiving a copy of an invoice for such expense, and any amount that remains unpaid after such due date shall bear interest at the rate of eighteen percent (18%) per annum.

4. Maintenance of Peripheral System. The owner of each Lot shall have the primary responsibility maintaining in good and operable condition that portion of the Peripheral System that is located upon such owner’s Lot, at such owner’s cost; *provided, however*, that any damage to the Peripheral System specifically caused by the owner, tenant, or other invitee of the other Lot shall be repaired by the owner of such other Lot, at such owner’s cost.

5. Default in Maintenance Obligations. If the owner (referred to in this section as the “**Defaulting Owner**”) of either Lot fails to maintain the portion of the Storm Drain Trunk Line or Peripheral System that the Defaulting Owner is required to maintain pursuant to this Declaration, and such failure continues for a period of thirty (30) days after written notice of such failure is given to the Defaulting Owner by the other Lot owner or such owner’s invitee (referred to in this section as the “**Non-Defaulting Owner**”) (provided that no notice or opportunity to cure shall be required if damage to property or an unsafe condition is occurring, existing, or imminent), then the Non-Defaulting Owner shall have the right, but not the obligation, to enter upon Defaulting Owner’s Lot and remedy such failure, all of the costs of which shall be borne by the Defaulting Owner. Any amount due to a Non-Defaulting Owner pursuant to this section shall be paid by the Defaulting Owner to the Non-Defaulting Owner

within fifteen (15) days after receiving a copy of an invoice such amount, and any amount that remains unpaid after such due date shall bear interest at the rate of eighteen percent (18%) per annum.

6. Duration. The rights and obligations set forth in this Declaration shall extend in perpetuity.

7. Limit of Benefit. The rights granted herein are limited in use for the benefit solely of the Lots and cannot be used by, or transferred for the benefit of, any other property. Nothing contained in the Declaration shall be deemed a gift or dedication of any portion of the Property to the general public or for the public or for any public purpose.

8. Covenants Run With Land. The rights and obligations of the owners of the Lots set forth in this Declaration (whether affirmative or negative in nature) (a) shall constitute a covenant running with the Property and each Lot; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of either Lot; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in either Lot shall be conclusively deemed to have consented and agreed to the obligations contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such Lot.

9. Miscellaneous.

6.1 Should the owner of either Lot default in any of the covenants or agreements herein contained, the defaulting Lot owner shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Lot owner to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

6.2 The terms, covenants and obligations set forth in this Declaration shall survive any legal act or conveyance of the Property by Owner or any subsequent holder of title to either Lot.

6.3 The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

6.4 This Declaration may be amended only by a written document executed and acknowledged by the holders of fee simple title to both Lots. Such amendment shall be effective upon the recording of such amendment in the Utah County Recorder's Office.

*[Remainder of page intentionally left blank.]*

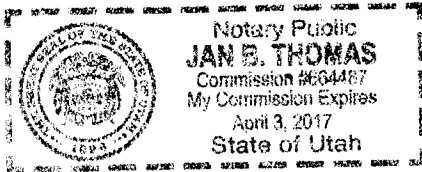
IN WITNESS WHEREOF, Owner has executed this Declaration of Storm Water System Maintenance Obligations the day and year first above written.

1100 WEST STREET, LLC

By: [Signature]  
Name: Tom Stuart  
Title: Managing Member

STATE OF UTAH                    )  
                                          :SS.  
COUNTY OF Davis            )

The foregoing instrument was acknowledged before me this 2 day of May 2016 by Tom Stuart, a Managing Member of 1100 West Street, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.



[Signature]  
NOTARY PUBLIC

**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY**

The following described real property located in Lindon, Utah County, Utah:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 700 NORTH, SAID POINT BEING NORTH 0°10'09" WEST 1033.62 FEET AND EAST 2652.60 FEET FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°20'45" WEST 465.42 FEET; THENCE SOUTH 89°43'35" EAST 172.37 FEET; THENCE SOUTH 89°38'00" EAST 315.85 FEET; THENCE SOUTH 7°45'37" EAST 488.20 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE(3) COURSES: THENCE 229.21 FEET ALONG THE ARC OF A 1799 FOOT RADIUS CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 7°18'01" (CHORD BEARS NORTH 87°14'20" WEST 229.06 FEET); THENCE 249.01 FEET ALONG THE ARC OF A 1901 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 7°30'18" (CHORD BEARS NORTH 87°20'30" WEST 248.83 FEET); THENCE SOUTH 88°54'21" WEST 73.98 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5.623 ACRES; 244,955 SQUARE FEET.

**EXHIBIT B****TRUNK LINE EASEMENT**

BEGINNING AT A POINT ON THE NORTH LINE OF 700 NORTH STREET SAID POINT BEING NORTH 89°27'37" EAST 85.94 FEET ALONG THE SECTION LINE AND NORTH 1009.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 50°51'39" EAST 45.05 FEET; THENCE NORTH 10.25 FEET; THENCE EAST 39.94 FEET; THENCE NORTH 17°00'59" EAST 100.08 FEET; THENCE NORTH 0°20'45" WEST 89.98 FEET; THENCE NORTH 3°06'57" EAST 204.50 FEET; THENCE SOUTH 86°53'03" EAST 20 FEET; THENCE SOUTH 3°06'57" WEST 203.90 FEET; THENCE SOUTH 0°20'45" EAST 92.43 FEET; THENCE SOUTH 17°00'59" WEST 117.93 FEET; THENCE WEST 35.04 FEET; THENCE SOUTH 50°51'39" WEST 29.53 FEET; THENCE 31.74 FEET ALONG THE ARC OF A 1901 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 0°57'23" (CHORD BEARS SOUTH 89°55'34" WEST 31.74 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 0.222 ACRES; 9,684 SQUARE FEET, MORE OR LESS.