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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SPLIT LLC
2015 E SYCAMORE LANE
HOLLADAY UTAH 84117
BY: LHP, DEPUTY - WI 4 P.

After Recording Return To:

Split, LLC
2015 E. Sycamore Lane
Holladay, Utah 84117

(Space above for recorders use only)

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("**Agreement**") is made as of this 7th day of FEBRUARY, 2017, by and between Split, LLC, a Utah limited liability company ("**Split**") and Gerdts Holdings, LLC, a Utah limited liability company ("**Gerdts**").

The following recitals of fact are a material part of this Agreement:

A. Split is the owner of the following real property located within the City of Salt Lake, County of Salt Lake, State of Utah, which real property is more particularly described as follows (hereinafter referred to as "**Split Property**"):

COM S 0-09'30" E 491.65 FT FR NE COR LOT 3, BLK 2, SEC 36, T1S, R 1W, SL MER, S 0-09'30" E 126.93 FT; N 89-03' W 534.93 FT; N 55-45' E 34.98 FT; N 34- E 117.1 FT; N 89-50'33" E 439.95 FT TO BEG. 1.35 AC 4438-1024

Parcel No.: 15-36-351-017

B. Gerdts is the owner of the following real property located within the City of Salt Lake, County of Salt Lake, State of Utah, which real property is more particularly described as follows (hereinafter referred to as "**Gerdts Property**"):

BEG S 0-09'30" E 365.65 FT FR NE COR LOT 3, BLK 2, SEC 36, T1S, R 1W, S L M; S 0-09'30" E 126 FT; S 89-50'30" W 439.95 FT; N 34- E 12.92 FT; N 23-30' E 125.88 FT; N 89-50'30" E 382.22 FT TO BEG. 1.19 AC. 3972-0092 7973-2182 8012-1594 8012-1596 9381-967

Parcel No.: 15-36-351-016

C. Gerdts desires to designate that portion of the Gerdts Property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "**Drainage Easement Area**") as an easement area for the drainage of storm water from the Split Property, upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. Grant and Reservation of Drainage Easement. Gerdts hereby grants unto Split, a perpetual, non-exclusive easement on, over and across the Drainage Easement Area, for the purpose of placing thereon storm water drainage facilities necessary to facilitate the drainage of storm water from the Split Property.
2. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted and reserved herein are appurtenant to the Split Property and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Gerdts Property and the Split Property.
3. No Public Use/Dedication. The Property is and shall remain private property. The use of the Drainage Easement Area is permissive and is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Property for any public use.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

[signatures and acknowledgments on the following page]

GERDTS HOLDINGS, LLC, a Utah limited liability company

William J. Gerdts

By:
Its:

State of Utah)
 :SS
County of Salt Lake)

On the 7th day of FEBRUARY, 2017, personally appeared before me, WILLIAM J. GERDTS, who being duly sworn did say that he is the _____ of Gerdts Holdings, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said _____ acknowledged to me that the said limited liability company executed the same.



Kelly Janis
Notary Public

SPLIT, LLC, a Utah limited liability company

Peter Henning Hoj

By: Peter Henning Hoj
Its: Manager

State of Utah)
 :SS
County of Salt Lake)

On the 7th day of FEBRUARY, 2017, personally appeared before me, Peter Henning Hoj, who being duly sworn did say that he is the Manager of Split, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said Peter Henning Hoj acknowledged to me that the said limited liability company executed the same.



Kelly Janis
Notary Public

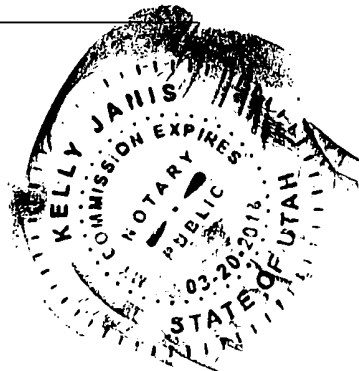


EXHIBIT "A"

Legal Description of the Drainage Easement Area

Beginning at a point said point being South 00°09'30" East 515.32 feet along the monument line in 500 West Street and South 89°49'54" West 250.12 feet from a Street Monument in the Intersection of 3900 South Street and 500 West Street and running:

thence South 00°12'14" East 10.00 feet;
thence South 89°49'54" West 223.00 feet;
thence North 34°00'00" East 13.36 feet;
thence North 23°30'00" East 125.58 feet;
thence North 89°50'30" East 14.45 feet;
thence South 02°55'13" West 75.96 feet;
thence South 45°10'06" East 56.87 feet;
thence North 89°49'54" East 114.51 feet to the point of beginning.

Contains 7,314 square feet or 0.168 acres.