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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/08/2013 09:33 AM
FEE \$23.00 Pgs: 7
DEP RT REC'D FOR NORTH SALT LAKE C
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When recorded, return to:

COMRE
ATTN: TOM FREEMAN
170 SOUTH MAIN ST. STE 1600
SLC, UT 84101

**RECIPROCAL SEWER LINE AND STORM
WATER RUNOFF EASEMENT AGREEMENT**

pt 01-455-0001, 0002

THIS RECIPROCAL SEWER LINE AND STORM WATER RUNOFF EASEMENT AGREEMENT (the "**Agreement**") is made effective as of this 14th day of January, 2013 by and between FD PARTNERS, LLC, a Utah limited liability company ("**FD Partners**") and BOHEMIA PROPERTIES, LLC, a Utah limited liability company ("**Bohemia**"). FD Partners and Bohemia are sometimes individually referred to as an "**Owner**" and sometimes collectively referred to as the "**Owners**."

RECITALS

A. FD Partners is the fee owner of certain real property situated in North Salt Lake City, Davis County Utah which is more particularly described as:

(the "**FD Partners Property**").

B. Bohemia is the fee owner of certain real property situated in North Salt Lake City, Davis County, Utah which is more particularly described as:

(the "**Bohemia Property**").

C. The FD Partners Property is located immediately south of the Bohemia Property and the properties share a common sewer line which is located on and traverses each property. The Owners wish to grant reciprocal easement rights to each other for purposes of sewer services to their respective properties (the "**Sewer Easement**").

D. The FD Partners Property has storm water runoff capacities for both the FD Partners Property and the Bohemia Property. FD Partners wishes to grant storm water drainage

rights to the owners of the Bohemia Property (the "**Storm Easement**").

NOW, THEREFORE, in consideration of the foregoing and the covenants, restrictions, easements and encumbrances contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FD Partners and Bohemia hereby agree as follows and dedicate and grant the following easements:

AGREEMENT AND DEDICATION

1. **Incorporation.** The above recitals are incorporated herein and made a part hereof.

2. **Creation of Easements.**

(a) **Grant of Easement by FD Partners.**

(1) FD Partners hereby grants to Bohemia an easement for the purposes of construction, use, operation and continued maintenance, repair, alteration, inspection, relocation and/or replacement of one or more waste water/sewer pipelines, in, upon, along, over, through, across and under the tract of land situated in Davis County, State of Utah as identified as "10' Shared Sewer Easement" on Exhibit A attached hereto (the "**FD Partners Sewer Easement Property**") as to those portions of the FD Partners Property containing the FD Partners Sewer Easement Property. The FD Partners Sewer Easement Property is more particularly described as:

Bohemia may not lease, license, sell, transfer, assign or otherwise grant rights in or to the FD Partners Sewer Easement Property to any other person or entity unless such rights in favor of the third party are exclusively for providing service to the Bohemia Property.

(2) FD Partners further grants to Bohemia an easement for the purposes of maintaining, using, accessing, repairing, upgrading, and replacing a storm drain, and the several components thereof, together with the right of ingress and egress for the purpose of utilizing such easement in, upon, along, over, through, across and under the tract of land situated in Davis County, State of Utah as identified as "10' Shared Storm Easement" on Exhibit A attached hereto (the "**Storm Easement Property**") as to those portions of the FD Partners Property containing the Storm Easement Property. The Storm Easement Property is more particularly described as:

Bohemia may not lease, license, sell, transfer, assign or otherwise grant rights in or to the Storm Easement Property to any other person or entity unless such rights in favor of the third party are exclusively for providing service to the Bohemia Property.

(b) **Grant of Easement by Bohemia.** Bohemia hereby grants to FD Partners an easement for the purposes of construction, use, operation and continued maintenance, repair, alteration, inspection, relocation and/or replacement of one or more waste water/sewer pipelines,

in, upon, along, over, through, across and under the tract of land situated in Davis County, State of Utah as identified as "10' Shared Sewer Easement" on Exhibit A attached hereto (the "**Bohemia Sewer Easement Property**") as to those portions of the Bohemia Property containing the Bohemia Sewer Easement Property. The Bohemia Sewer Easement Property is more particularly described as:

The FD Partners Sewer Easement Property, the Storm Easement Property and Bohemia Sewer Easement Property are sometimes collectively referred to as the "**Easement Area**."

3. No Barriers. Except as provided in Section 4 below, no walls, fences, or barriers of any kind shall be constructed or maintained on any portion of the Easement Area which would prevent or impair the use or exercise of any of the easements granted herein.

4. Maintenance of Easements. The Owners shall share equally in the costs of maintaining, repairing and replacing any equipment necessary for the functioning of the Sewer Easement and the Storm Easement, as reasonably determined by the owners of and the costs of maintaining and repairing any asphalt, cement, landscaping, groundcover or other improvements on the Easement Area. If an Owner fails to carry out its obligations with respect to the maintenance of the Sewer Easement or the Storm Easement as identified herein (the "**Defaulting Owner**"), and such failure shall continue for a period of thirty (30) days after written notice thereof, the other Owner (the "**Non-Defaulting Owner**") may perform those obligations and invoice the Defaulting Owner for its portion of such costs. The Defaulting Owner shall reimburse the Non-Defaulting Owner for such costs within thirty (30) days from the date of the invoice. If the Defaulting Owner fails to reimburse the Non-Defaulting Owner within such thirty (30) day period, the Non-Defaulting Owner may, at its discretion, place a lien for unpaid costs, which shall bear interest at an annual rate of fifteen percent (15%), upon the title to the parcel of the Defaulting Owner by recording a lien claim and notice.

5. Miscellaneous.

(a) Not a Partnership. The provisions of this Agreement relating to the granting of easements are solely for the purpose of providing ingress and egress and parking as provided herein. They do not in any way or for any purpose, create a partnership or joint venture with any successor owner in the conduct of their respective businesses or otherwise.

(b) Amendment. This Agreement can only be amended, modified or terminated by a written instrument, signed by all parties owning a fee interest in any portion of the FD Partners Property or the Bohemia Property. Any such amendment shall be recorded at the office of the Davis County Recorder. However, nothing herein shall be deemed to prevent either party from making changes to its respective property, so long as such changes do not materially affect the easements and rights granted herein.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of

such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Captions. Any captions contained in this Agreement are inserted as a matter of convenience, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(g) Successors. The covenants, terms and conditions of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns of the parties hereto. This Agreement shall run with the land and is intended to burden and benefit the FD Partners Property and the Bohemia Property.

(h) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(i) Counterparts and Faxed Copies. This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. Facsimile transmission of a signed counterpart shall be deemed to constitute delivery of the signed original.

(j) The Owners shall conduct all activities within the Easement Area in compliance with (i) all applicable federal, state and local laws; (ii) generally accepted professional engineering and industry standards and (iii) the terms and conditions of any private covenant, restriction, declaration or other form of agreement affecting the Easement Area.

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EXECUTED and DEDICATED this 11th day of
January, 2013

FD PARTNERS, LLC
a Utah limited liability company

By: [Signature]
Its: MANAGER

BOHEMIA PROPERTIES, LLC
a Utah limited liability company

By: [Signature]
Its: [Signature]

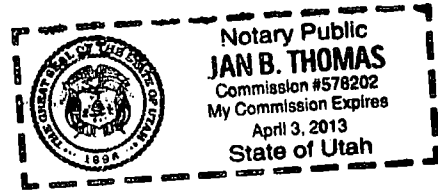
STATE OF UTAH)

:ss.

DAVIS COUNTY)

On the 11 day of January, 2013, personally appeared before me, a
Notary Public in and for the State of Utah,
Tom Stuart on behalf of FD
PARTNERS, LLC, a Utah limited liability company the signer of
the above instrument, who duly acknowledged to me that he
executed the same.

[Signature]
NOTARY PUBLIC




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STATE OF UTAH)

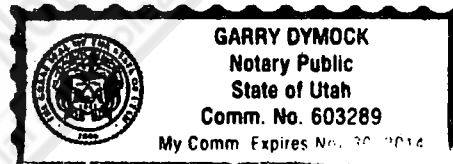
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DAVIS COUNTY)

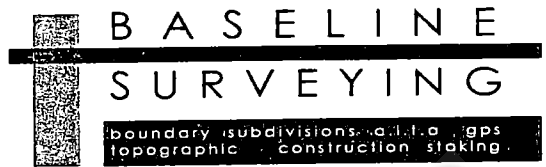
On the 11th day of January, 2013, personally appeared before me, a
Notary Public in and for the State of Utah,
Marcia Cornell on behalf of BOHEMIA
PROPERTIES, LLC, a Utah limited liability company the signer of
the above instrument, who duly acknowledged to me that he executed
the same.



NOTARY PUBLIC



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**FOXBORO SOUTH PLAT 1 – LOT 2 AMENDED
EASEMENT LEGAL DESCRIPTIONS
February 6, 2013**

STORM EASEMENT

A 10.0 foot wide storm drainage easement, being 5.0 feet perpendicularly distant from the following described centerline:

Beginning at a point South 89°27'56" East 4.17 feet from the Southwest Corner of Lot 2B, FOXBORO SOUTH PLAT 1-LOT 2 AMENDED, and running thence North 21°08'03" East 57.47 feet; thence North 01°03'01" West 229.55 feet; thence North 88°47'22" East 194.55 feet; thence South 10°25'07" West 79.08 feet; thence South 00°50'13" West 135.00 feet to the point of terminus.

SEWER EASEMENT

A 10.0 foot wide sewer easement, being 5.0 feet perpendicularly distant from the following described centerline:

Beginning at a point South 89°27'56" East 9.30 feet from the Southwest Corner of Lot 2B, FOXBORO SOUTH PLAT 1-LOT 2 AMENDED, and running thence North 00°40'52" West 287.24 feet to the point of terminus.

