

AFTER RECORDATION, RETURN TO:

Property Reserve, Inc.
Attn: Matt Stapley
51 South Main Street, Suite 301
Salt Lake City, UT 84111

ENT 52656:2019 PG 1 of 11
Jeffery Smith
Utah County Recorder
2019 Jun 11 12:40 PM FEE 40.00 BY MG
RECORDED FOR Kirton & McConkie
ELECTRONICALLY RECORDED

Tax Parcel No. 13:079:0035

(space above for Recorder's use only)

STORM DRAINAGE EASEMENT AGREEMENT

THIS STORM DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made this 7th day of May, 2019 (the "Effective Date"), by and between **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation ("Grantor"), and **LINDON CITY**, a Utah municipal corporation ("Grantee"). Grantor and Grantee may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. Grantor owns certain real property located in Lindon City, Utah County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

B. Grantee desires to obtain a perpetual, non-exclusive storm drainage easement (the "Easement") on a portion of the Property, as more fully described and depicted in Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more fully set forth in this Agreement.

C. Grantor, under threat of condemnation, is willing to convey the Easement to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

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 terms and conditions set forth below, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee the Easement on, over and across Easement Area for the purposes of constructing, operating, maintaining, inspecting, repairing and protecting storm drainage and appurtenant facilities, structures and improvements (collectively, the "Improvements").

2. Access. Grantee and its agents, employees, contractors, guests, invitees and successors and assigns shall have the right to enter on, over, across and otherwise make use of the Easement for the purposes permitted by this Agreement. Grantor agrees not to obstruct Grantee's use of the Easement Areas as granted herein.

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 Easement Area at any time at Grantor's cost and expense, so long as the relocation provides Grantee with similar easement rights.

4. Condition of the Easement Area. 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, and the existence of hazardous materials, if any. 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. Grantee and Grantee's agents hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's agents.

5. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee or Grantee's agents, and shall restore the Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Property by Grantee and Grantee's agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the Improvements which it has caused to be placed upon the Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its shareholders, partners, officers, directors, members, managers, employees, agents, contractors, subcontractors, affiliates and associates from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with, any entry onto the Easement Area by Grantee and any negligent or willful non-performance or other breach by Grantee of any terms, conditions, provisions, duties, obligations or representations under this Agreement.

7. Liens. Grantee shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee.

8. Hazardous Substances. Except for construction equipment and materials and products used in constructing the Improvements, Grantee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation,

hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Property. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term “**Hazardous Waste Laws**” means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. Insurance. Prior to entering onto the Easement Area, Grantee shall maintain, or shall cause to be maintained, policies which, at a minimum, provide Grantor the protections set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Property, all of Grantee’s agents and other such parties who assist with the Improvements or use of the Easement Area are either covered under the terms of Grantee’s insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Such insurance may be carried under a “blanket” policy or “blanket” policies covering other properties of Grantee. Prior to any entry onto, or construction within, the Easement Area by Grantee, Grantor shall have the right to approve Grantee’s insurance and Grantee shall (i) provide certificates to Grantor evidencing such insurance in a form acceptable to Grantor, and (ii) cause its consultants, contractors, and subcontractors to add Grantor as an additional insured.

9.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee’s interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a “Combined Single Limit” covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars (\$2,000,000.00). Licensor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, activities on the Property, and adjacent areas;

9.2. Workers’ Compensation Insurance. All Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers’ Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers’ Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00); and

9.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to “Any Auto.”

10. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the intended Party, or (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended Party. All notices shall be given at the following addresses:

If to Grantor: Property Reserve, Inc.
 Attn: Matt Stapley
 51 S. Main Street, Suite 301
 Salt Lake City, Utah 84111
 Tel. (801) 321-8757
 Email: mstapley@pripd.com

With a copy to: Kirton McConkie
 Attn: Robert Hyde; Jessica Rancie
 50 East South Temple, Suite 400
 Salt Lake City, Utah 84111
 Email: rhyde@kmclaw.com; jrancie@kmclaw.com

If to Grantee: Lindon City
 Attn: Adam Cowie, Lindon City Administrator
 100 North State Street
 Lindon UT 84042
 Email: acowie@lindoncity.org

With a copy to: Brian K. Haws, Lindon City Attorney
 100 North State Street
 Lindon UT 84042
 Email: bhaws@lindoncity.org

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

11. Termination. The Easement set forth herein shall automatically terminate upon the earlier to occur of the following: (i) Grantee decides that it will no longer use the Easement and gives Grantor written notice thereof, or (ii) the Easement and Easement Area cease to be used by Grantee for a consecutive period of three (3) years. Upon the occurrence of an event set forth in the preceding sentence, Grantee will execute and record an instrument terminating the Easement. Upon the termination of the Easement, Grantee will abandon the Easement and the Easement Area in accordance with the highest industry standards and customs used at the time of abandonment.

12. Default by Grantee. If: (i) Grantee has defaulted or is in default or breach of any of its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, Grantor, at its option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; and/or (e) terminate this Agreement and the Easement. If Grantor chooses to terminate this Agreement and the Easement, Grantor may unilaterally record an instrument terminating this Agreement and the Easement, and Grantee grants unto Grantor an irrevocable power of attorney, said power being coupled with an interest, for the purpose of recording a termination of easement instrument, so long as items (i) through (iii) have occurred.

13. Non-Waiver. No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the Parties hereto.

14. Binding Effect. Subject to the terms and conditions contained herein, this Agreement shall be considered a covenant that runs with the land herein described, and shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

15. Miscellaneous.

15.1. Entire Agreement. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the Parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

15.2. No Public Use/Dedication. The Easement Area is and shall at all times remain the private property of Grantor. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Agreement.

15.3. No Third-Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto and Grantor and Grantee expressly disclaim any third-party benefit.

15.4. Severability. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15.5. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

15.6. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

15.7. Relationship of the Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

15.8. Amendment. This Agreement may be modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

15.9. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

[signatures and acknowledgements to follow on consecutively number pages]

NOW WHEREFORE, this Agreement was executed by Grantor and Grantee as of the Effective Date.

GRANTOR:

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: [Signature]
Name (Print): R. STEVEN RAMSDEY
Its: VICE PRESIDENT

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

On this 22 day of May, 2019, personally appeared before me R. Steven Ramsdey, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument in his capacity as V.P. of PROPERTY RESERVE, INC, a Utah nonprofit corporation.

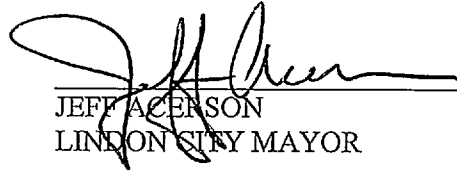
WITNESS my hand and official seal.




[Signature]
NOTARY PUBLIC

GRANTEE:

LINDON CITY,
a Utah municipal corporation


JEFF ACENSON
LINDON CITY MAYOR

ACKNOWLEDGED


KATHY MOOSMAN
LINDON CITY RECORDER

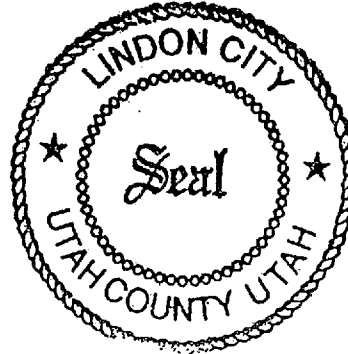


EXHIBIT A

(Legal Description of the Property)

COM N 1256.47 FT & W 413.18 FT FR E 1/4 COR. SEC. 36, T5S, R1E, SLB&M.; S 89 DEG 27' 33"
E 1332.15 FT; S 0 DEG 24' 45" W 607.38 FT; S 0 DEG 23' 21" W 257.5 FT; ALONG A CURVE TO R
(CHORD BEARS: N 62 DEG 25' 19" W 817.88 FT, RADIUS = 3100 FT); N 52 DEG 26' 31" W
581.18 FT; N 44 DEG 9' 1" W 201.42 FT TO BEG. AREA 15.287 AC.

Cked by JJB 21 May 2019

EXHIBIT B-1

(Legal Description of Easement Area)

**DoTerra Warehouse
Storm Drain Easement**

December 5, 2018

A part of the Northwest Quarter of Section 31, Township 5 South, Range 2 East, and the Northeast Quarter of Section 36, Township 5 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the North Line of Grantor's Property located 969.01 feet North 89°30'42" East along the Section Line; and 1403.06 feet South 0°46'04" West from the Northwest Corner of said Section 31; and running thence South 0°46'04" West 22.85 feet; thence North 89°27'41" West 1316.18 feet to the Westerly Line of Grantor's Property; thence North 44°09'01" West 30.66 feet along said Westerly Line to the Northwest Corner of Grantor's Property; thence South 89°30'23" East 1337.83 feet along the North Line of Grantor's Property to the point of beginning.

Cked by JJB 4 Feb. 2019

Contains 29,625 sq. ft.

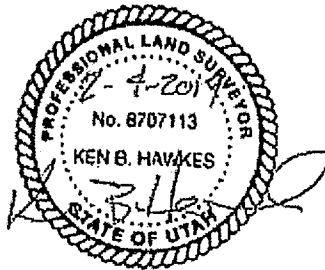
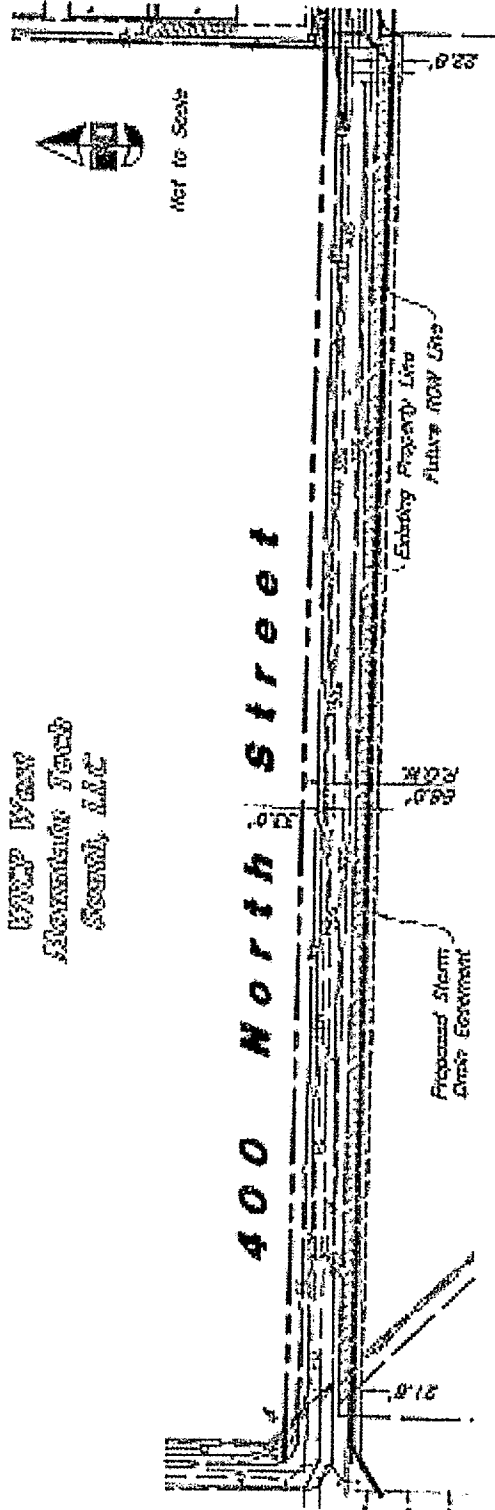


Exhibit B-2

(Depiction of Easement Area)



1700 West
Mountain View
South, LLC

Proposed Storm Drain Easement
Covers 23,274 sq. ft. or 0.530 acre

Storm Drain Easement Exhibit

