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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ATTN GREG FLINT
9350 S 150 E #1000
SANDY UT 84070
BY: CRP, DEPUTY - WI 9 P.

WHEN RECORDED, RETURN TO:

MILLER FAMILY REAL ESTATE, L.L.C.
Attn: Greg Flint
9350 South 150 East, Suite 1000
Sandy, UT 84070

Affects Parcel Nos: 2713478001,
2713478002,
2713478003,
2713478004

STORM DRAIN EASEMENT

THIS STORM DRAIN EASEMENT (“Agreement”) is made and entered into as of the 22 day of December, 2015 (the “**Effective Date**”) by and between **GARFF ENTERPRISES, INC.**, a Utah corporation (“**Grantor**”), and **MILLER FAMILY REAL ESTATE, L.L.C.**, a Utah limited liability company (“**Grantee**”); sometimes hereinafter referred individually as a “**Party**” and collectively as the “**Parties**”.

A. Grantor is the owner of certain real property located in Salt Lake County, Utah as more particularly described in Exhibit A attached hereto (the “**Grantor Property**”);

B. Grantee is the owner of certain real property located in Salt Lake County, Utah as more particularly described in Exhibit B attached hereto (the “**Grantee Property**”); and

C. Grantor desires to grant and Grantee desires to receive an easement ten (10) feet in width over, under, across and through that portion of the Grantor Property five (5) feet on each side of the centerline more particularly described in Exhibit C attached hereto (the “**Easement Area**”) and depicted on Exhibit D attached hereto, for the purposes and pursuant to the terms set forth below.

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

1. **Grant of Easement.** Grantor hereby conveys and grants to Grantee and its Permittees [defined later] for the benefit of the Grantee Property, a perpetual, non-exclusive, and continuous easement appurtenant to the Grantee Property (the “**Easement**”) over, under, across and through the Easement Area for purposes of constructing, installing, laying, maintaining, operating, repairing, inspecting, removing and replacing a storm drain pipeline (the “**Facilities**”) which connects to the existing storm drain pipeline located in the Easement Area (the “**Existing Line**”) and for the collection and transportation of storm water through the Existing Line, together with a right of access to the Easement Area to exercise its rights granted herein. Further, Grantee will install an oil/sand separator, a device to regulate the water flow, and a retention pond and grading that would flow to the street if the pond overflows. Grantee shall be solely responsible for all costs and expenses associated with its activities in the Easement and the Facilities as well as the connection to the Existing Line, and shall indemnify and hold Grantor harmless from any liability associated therewith. In the event Grantee’s use of the Easement causes any capacity issue or flooding relating to the Facilities or Existing Line, Grantee shall be solely responsible to

remedy the issue or problem at its sole expense and with commercially reasonable diligence. The term “**Permittees**” shall mean Grantee’s contractors, employees, consultants, agents, representatives, utility providers, successors and assigns. The rights and easements granted hereunder shall (i) constitute a servitude on the Easement Area, (ii) be appurtenant to the Grantee Property, (iii) run with the land, and (iv) bind and inure to the heirs, assigns, successors, and personal representatives of the Parties.

2. **Grant of Temporary Construction Easement.** Grantor grants to Grantee and its Permittees, a non-exclusive, temporary construction easement and right-of-way over, across, and through the Easement Area and an additional ten (10) feet on each side of the Easement Area, as depicted in **Exhibit D** (the “**Temporary Easement Area**”). The temporary construction easement granted by this **Section 2** shall commence on the Effective Date and continue for two (2) years, at which time it will expire without further notice. Grantee shall have the right to access, during reasonable working hours, the Temporary Easement Area for the purposes of constructing, installing, operating, and maintaining the Facilities. Grantee shall be solely responsible for all costs and expenses associated with its activities in the Temporary Easement Area, and shall indemnify and hold Grantor harmless from any liability associated therewith.

3. **No Interference; Use.** Grantor shall not construct or cause the construction of any buildings or permanent structures, or plant any large natural obstruction, on the Easement Area. Grantor shall not undertake, authorize, permit, or consent to any construction or excavation including, without limitation, digging, tunneling, landscaping, or other forms of construction activity on or near the Easement Area which might in any fashion unearh, undermine, or damage the Facilities or endanger the lateral or other support of the Facilities without Grantee’s prior written approval. Grantor shall not interfere with Grantee’s use of, or access to, the Easement Area.

4. **Rights Run With The Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the owner(s) of the Grantor Property and the Grantee Property.

5. **No Public Dedication; No Third Party Beneficiaries.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easement Area or the Grantor Property, and the rights herein created are private and for the benefit only of the Parties, their successors and assigns, and the Permittees. This Agreement is not intended to confer benefits other than on the owners of the properties defined herein.

6. **Miscellaneous.** If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Utah, without giving effect to its conflict of laws principles. All references in this Agreement to exhibits shall, unless otherwise expressly provided, be deemed to be references to the exhibits attached to this Agreement. All such exhibits attached hereto are incorporated into this Agreement as though fully set forth herein. No modification, waiver, or amendment of any provision of this Agreement shall be made except by a written agreement signed by the owners of the Grantor Property and Grantee Property, or its successors or assigns, and recorded in the recorder offices for Salt Lake County.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

GRANTOR:

GARF ENTERPRISES, INC., a Utah corporation

By: Matthew B. Garff
Name: Matthew B. Garff
Title: Secretary

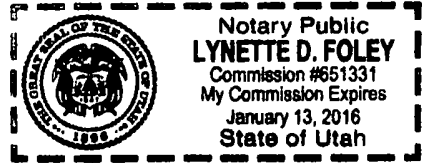
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18 day of December, 2015, by Matthew B. Garff, the Secretary of Garff Enterprises, Inc., a Utah corporation, for and on behalf of said corporation.

WITNESS my hand and official seal.

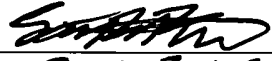
Lynette D. Foley
Notary Public

My Commission Expires: 1-13-2016



GRANTEE:

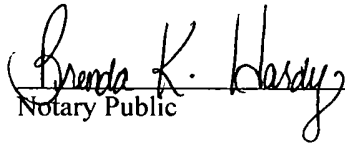
MILLER FAMILY REAL ESTATE, L.L.C.,
a Utah limited liability company

By: 
Name: Scott Bates
Title: President

STATE OF UTAH)
)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 22 day of December, 2015, by Scott Bates, the President of Miller Family Real Estate, L.L.C., for and on behalf of said company.

WITNESS my hand and official seal.


Notary Public

My Commission Expires: 2-4-2018

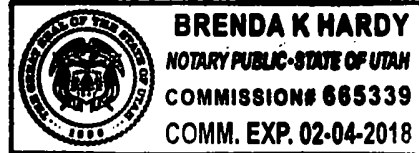


Exhibit A
(Legal Description of the Grantor Property)

PARCEL 1:

Lot 34, UTAH AUTO MALL, PHASE I, according to the Official Plat thereof, recorded September 23, 1994 as Entry No. 5928837 in Book 94-9 of Plats at Page 288 of Official Salt Lake County, Utah Records.

The following is shown for information purposes only: Tax ID No. 27-13-478-001

PARCEL 2:

Lot 35 and the West 93.25 feet of Lot 36, UTAH AUTO MALL, PHASE I, according to the Official Plat thereof, recorded September 23, 1994 as Entry No. 5928837 in Book 94-9 of Plats at Page 288 of Official Salt Lake County, Utah Records.

The following is shown for information purposes only: Tax ID No. 27-13-478-002

PARCEL 3:

The East 68.891 feet of Lot 36, UTAH AUTO MALL, PHASE I, according to the Official Plat thereof, recorded September 23, 1994 as Entry No. 5928837 in Book 94-9 of Plats at Page 288 of Official Salt Lake County, Utah Records.

The following is shown for information purposes only: Tax ID No. 27-13-478-003 and 27-13-478-004

Exhibit B
(Legal Description of the Grantee Property)

Parcel 1

A portion of land located in the Southwest corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning on the Westerly right-of-way line of State Street, said point being the Northeast corner of the Utah Auto Mall Phase 1 Subdivision, as recorded with the office of the Salt Lake County Recorder, said point also being South 87° 49' 05" East 134.930 to a found brass cap monument at the intersection of 10600 South Street and State Street and South 00° 03' 19" East 1,483.321 feet along the monument line of State Street and South 89° 56' 41" West 49.500 feet from the East quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence Southerly and Westerly along the boundary of said Utah Auto Mall Phase 1 Subdivision the following five (5) courses: (1) South 00° 03' 19" East 191.440 feet to a point of curvature; (2) Southwesterly along the arc of a 36.000 foot radius curve to the right through a central angle of 90° 03' 19" a distance of 56.583 feet; (3) West 213.948 feet; (4) South 7.000 feet; (5) West 66.369 feet to the Southeast corner of Lot 37 of said Utah Auto Mall Phase 1 Subdivision; thence North along the East line of said Lot 37, 311.330 feet; thence West 149.990 feet to a point on the East line of Lot 36 of said Utah Auto Mall Phase 1 Subdivision; thence North along said East line of Lot 36, 89.897 feet to a point on the South line of Carlson Subdivision Amended (Amending and Extending Parcel 1), as recorded with the office of The Salt Lake County Recorder, said point being the Northeast corner of said Lot 36; thence Easterly and Southerly along said South line of Carlson Subdivision Amended the following three (3) courses: (1) East 341.19 feet (record) (measured as 342.129 feet); (2) South 01° 07' 48" East 77.02 feet (record) (measured as South 00° 03' 30" East 74.800 feet); (3) North 89° 49' 58" East 123.33 feet (record) (measured as North 89° 28' 30" East 123.830 feet) to a point on the West right-of-way line of State Street; thence South 00° 03' 19" East along said West line of 90.10 feet (record) (measured as 93.09 feet) to the point of beginning.

The following is shown for information purposes only: 27-13-478-009

Parcel 2

Beginning at the Northeast corner of Lot 37, Utah Auto Mall Phase 1 Subdivision as recorded with the office of the Salt Lake County Recorder, said point being North 00° 00' 14" West 1155.10 feet and West 229.470 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South along the East line of said Lot 37, 234.474 feet to the Southeast corner of said Lot 37; thence West 149.990 feet to the Southeast corner of Lot 36 of said Utah Auto Mall Phase 1 Subdivision; thence North along the West line of said Lot 36, 311.330 feet; thence East 149.990 feet; thence South 76.856 feet to the point of beginning.

The following is shown for information purposes only: 27-13-478-010

Exhibit C
(Legal Description of the Easement Area)

10 Foot Storm Drain Easement

A 10.0 foot wide Easement for Storm Drain pipeline facilities being 5.0 feet each side of the following described centerline.

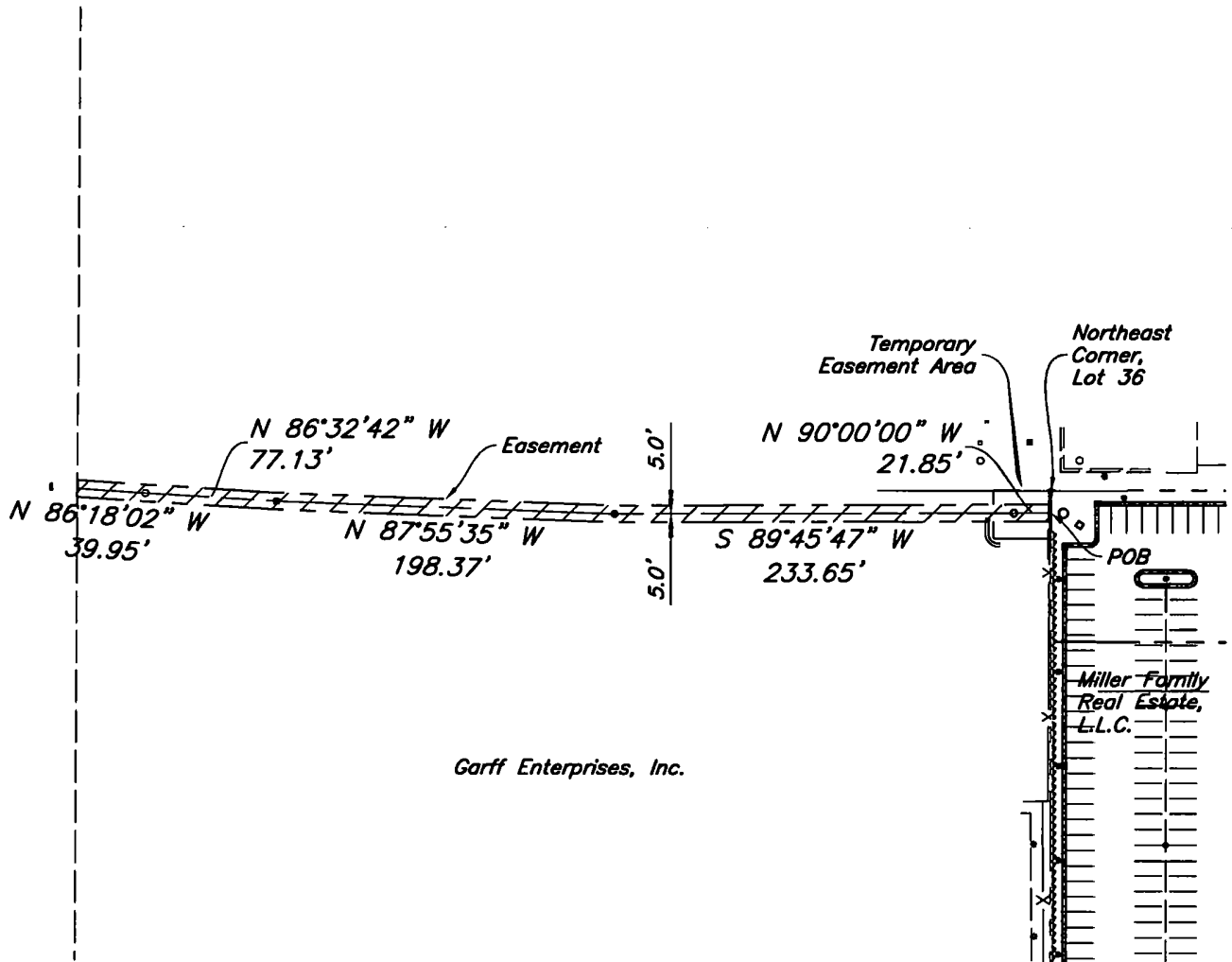
A part of Lots 34, 35, and 36 of the Utah Auto Mall Phase 1, a subdivision within Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of said Lot 36 located 13.54 feet South along said East Line from the Northeast Corner of said Lot 36; and running thence West 21.85 feet; thence South 89°45'47" West 233.65 feet; thence North 87°55'35" West 198.37 feet; thence North 86°32'42" West 77.13 feet; thence North 86°18'02" West 39.95 feet to a point on the East Line of Auto Mall Drive and the endpoint of this easement centerline.

Exhibit D
(Depiction of the Easement Area and the Temporary Easement Area)

Exhibit D
Located in Section 13, Township 3 South, Range 1
West, Salt Lake Base and Meridian, County of Salt
Lake, State of Utah

Auto Mail Drive



Scale: 1" = 100'



ANDERSON WAHLEN & ASSOCIATES

2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.net

BK 10390 PG 6999