

WHEN RECORDED, MAIL TO:

Gardner Company
201 South Main Street
Salt Lake City, UT 840111

EASEMENT FOR STORM DRAIN AND DETENTION BASIN

THIS EASEMENT FOR STORM DRAIN AND DETENTION BASIN (this "Easement") dated this 18th day of August, 2016, is executed JOSEPH NIELSON, an individual, YVETTE RICHMOND, an individual, and RUTH ANN NIELSON, an individual, having an address at 221 W 2280 N Lehi, UT 84043 (individually and collectively, as the context may require, "Grantor") for the benefit of GARDNER PLUMB L.C., having an address at 201 south main street, Salt Lake City, UT ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located in Utah County, Utah, which is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Grantor's Parcel").

B. Grantee is the owner of certain real property located in Utah County, Utah, which is more particularly described on Exhibit "B" attached hereto and made a part hereof ("Grantee's Parcel").

C. Grantor has agreed to grant to Grantee certain easements on the terms and conditions set forth herein.

GRANT OF EASEMENT:

NOW THEREFORE, in consideration of ten dollars (\$10.00) the receipt of which is hereby acknowledged and the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee the following easements with respect to Grantor's Property:

(a) a perpetual, irrevocable, non-exclusive easement, across, upon and beneath the area on the Grantor's Property described on Exhibit "C" attached hereto and made a part hereof (the "Storm Drain Easement Area") for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of storm drains and related improvements, under, through and across, the Storm Drain Easement Area. This easement shall carry with it the right to use any available access road(s) on the Grantor's Property for the purpose of conducting the

foregoing activities. Additionally, Grantee may use such portion of the Grantor's Property along and adjacent to the Storm Drain Easement Area as may be reasonably necessary in connection with laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of storm drains and related improvements; provided, any such use shall not unreasonably interfere with Grantor's operation of Grantor's Property;

(b) a perpetual, irrevocable, non-exclusive easement, across, upon and beneath the area on the Grantor's Property described on Exhibit "D" (the "**Water Retention Easement Area**"; and together with the Storm Drain Easement Area, the "**Easement Areas**") for the purposes of storm water drainage, collection and retention.

The foregoing easements shall each (i) be appurtenant to and benefit the Grantee Property, (ii) bind and burden the Grantor and every person having any fee, leasehold, lien or other interest therein, and (iii) constitute a covenant running with the land.

2. No Exclusive Use. Exclusive use of the Easements Areas is not hereby granted. Grantor hereby reserves the right to make any use of the Easement Areas, so long as, except as otherwise specified herein, any such use does not unreasonably interfere with easements herein granted to Grantee.

3. Covenants to Run With the Land. The easement, covenants, terms and conditions of this Easement and the rights related thereto shall constitute covenants running with the land, and shall burden the Grantor Property as the servient estate and shall be binding upon Grantor and its successors, assigns, and any person or entity acquiring an interest in the Grantor Property.

4. No Fees or Charges. No fee, charge or other cost shall be imposed by Grantor on the exercise by Grantee of rights under this Easement.

5. General Provisions. This Easement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Easement shall inure to the benefit of, and be binding on, Grantor and Grantee and their respective successors and assigns. Whenever possible, each provision of this Easement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Easement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Easement. This Easement may not be terminated, extended, modified or amended without the written agreement of Grantor and Grantee. If any party to this Easement brings suit to enforce or interpret this Easement or for damages on account of the breach of any provision of this Easement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

[Signature pages follow]

The parties have executed this Agreement as of the date first set forth above:

GRANTOR:


JOSEPH NIELSON, an individual


YVETTE RICHMOND, an individual

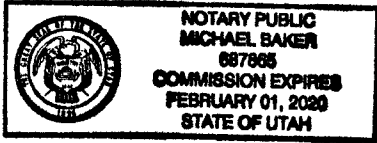

RUTH ANN NIELSON, an individual

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 17 day of August, 2016, personally appeared before me JOSEPH NIELSON, an individual, who acknowledged to me that he executed the foregoing instrument.



Michael Baker

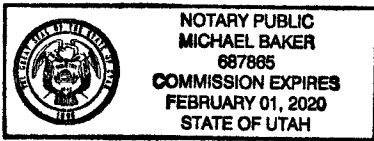
Notary Public

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 17 day of August, 2016, personally appeared before me YVETTE RICHMOND, an individual, who acknowledged to me that he executed the foregoing instrument.



Michael Baker

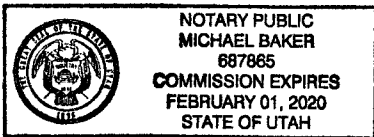
Notary Public

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 17 day of August, 2016, personally appeared before me RUTH ANN NIELSON, an individual, who acknowledged to me that he executed the foregoing instrument.



Michael Baker

Notary Public

EXHIBIT "A"

Legal Description of Grantor's Property

Commencing at a point South $89^{\circ}53'50''$ East along the section line 1659.46 feet and North 156.81 feet from the Southwest corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 936.065 feet to the South boundary of Hunter Estates "A"; thence North $89^{\circ}52'54''$ East along said South Boundary 655.111 feet; thence along the West bank of The Jordan River as follows: South $18^{\circ}27'33''$ West 90.477 feet; South $17^{\circ}56'34''$ West 184.346 feet; South $14^{\circ}44'29''$ West 65.535; South $05^{\circ}47'40''$ West 80.555 feet; South $00^{\circ}42'36''$ West 90.369 feet; South $13^{\circ}43'11''$ West 18.193 feet; South $19^{\circ}39'05''$ West 199.515 feet; South $30^{\circ}00'23''$ West 83.724 feet; South $39^{\circ}26'10''$ West 103.12 feet; South $46^{\circ}05'31''$ West 109.223 feet; South $54^{\circ}25'11''$ West 53.934 feet to the North right of way fence along 9600 North Street; thence North $55^{\circ}16'46''$ West along said fence 55.629 feet; thence North $86^{\circ}57'30''$ West along said fence 112.815 feet; thence South $79^{\circ}46'23''$ West along said fence 85.377 feet to the point of beginning.

LESS AND EXCEPTING: Beginning at a point which is North 552.75 feet and East 1694.95 feet from the Southwest corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 30.00 feet; thence East 20.00 feet; thence South 30.00 feet; thence West 20.00 feet to the point of beginning.

EXHIBIT "B"

Legal Description of Grantee's Property

Tax Parcel No. 58-020-0223

Commencing South 405.46 feet and East 17.11 feet from West quarter corner Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°07'51" East 901.52 feet; thence East 9.76 feet; thence North 00°15'52" West 242.01 feet; thence North 89°52'54" East 871.17 feet; thence South 00°15'52" East 243.81 feet; thence East 420.74 feet; thence North 960.58 feet; thence West 1209.73 feet; thence South 43°08'15" West 82.18 feet; thence North 88°37'44" West 37.83 feet to beginning.

EXHIBIT "C"

Legal Description of Storm Drain Easement Area

20' Wide Storm Drain Easement

Beginning at a point being South 89°54'28" East 1,659.31 feet along the section line and North 792.41 feet from the Southwest Corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°00'38" West 20.00 feet;
thence East 345.83 feet;
thence South 30°40'34" West 23.25 feet;
thence West 333.97 feet to the point of beginning.

Contains 6,798 square feet or 0.156 acres

EXHIBIT "D"

Legal Description of Water Retention Easement Area

Detention Basin Easement

Beginning at a point being South 89°54'28" East 1,873.21 feet along the section line and North 590.34 feet from the Southwest Corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 30°40'34" East 333.34 feet;
thence South 59°14'54" East 204.57 feet;
thence South 30°40'34" West 333.34 feet;
thence North 59°14'54" West 204.57 feet to the point of beginning.

Contains 68,189 Square Feet or 1.565 Acres