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RASHELLE HOBBS
Recorder, Salt Lake County, UT
GORDON REES SCULLY MANSUKHANI
BY: eCASH, DEPUTY - EF 6 P.

AFTER RECORDING, PLEASE RETURN TO:

Mark A. Nickel, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
460 West 50 North
Salt Lake City, Utah 84101

**WATER RUNOFF, MAINTENANCE, AND
ACCESS EASEMENT AGREEMENT**

THIS WATER RUNOFF, MAINTENANCE, AND ACCESS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the 20th day of July, 2020 (the “**Effective Date**”), by and between: Michele R. Callahan, an individual (hereinafter referred to as “**Grantor**”), and Wasatch Recovery Treatment Center, LLC, a Utah limited liability company (hereinafter referred to as “**Grantee**”). Together, Grantor and Grantee are referred to hereinafter as the “**Parties**”; and each, individually, may be referred to hereinafter as a “**Party**.”

RECITALS

A. Grantor is the owner of that certain real property located at 8373 South 3375 East, in Salt Lake City, Salt Lake County, Utah, 84121 (hereinafter referred to as the “**Grantor Parcel**”), which is more particularly described as:

LOT 2, TREE FARM ESTATES PLAT A. 5975-0975 6179-0423 6213-0411 6382-0407 6382-1854 6791-1362 10021-8475

Parcel ID No.: 22-35-434-016-0000.

B. Grantee is the owner of that certain real property at 8388 South Wasatch Boulevard, in Salt Lake City, Salt Lake County, Utah, 84121-6075 (hereinafter referred to as the “**Grantee Parcel**”), which is more particularly described as:

BEG S 1125.99 FT & W 516.82 FT FR E 1/4 COR SEC 35, T 2S, R 1E, SLM; S'LY ALG 995.4 FT RADIUS CURVE TO L 132.24 FT; S 14°27'40" W 73.12 FT; W 185.14 FT; N 198.49 FT; E 237.99 FT M OR L TO BEG. 0.96 AC M OR L. 7161-0704,0706,0708 7925-2745 8258-6262 8274-0715 8852-1605 9193-4852 9585-5359 9856-8018 9901-1114.

Parcel ID No.: 22-35-434-031-0000.

C. The Grantee Parcel is contiguous to the Grantor Parcel. The Grantee Parcel and the Grantor Parcel are hereinafter referred to collectively as the “**Parcels**”; and each, individually, is referred to as a “**Parcel**.”

D. The Grantee Parcel is improved with a certain drain and drainage culvert located on the Grantee Parcel approximately 10 feet from the property line shared by the Parcels, which, when properly maintained, the existing drain and drainage culvert diverts water in a controlled manner away from the Grantor Parcel (hereinafter referred to as the “**Existing Drainage**”).

Culvert”). The term Existing Drainage Culvert shall also mean and include any other stormwater management structure located on the Grantee Parcel and also any improvement to or replacement of either or both the Existing Drainage Culvert or any other stormwater management structure that may occur after the Effective Date.

E. Grantee desires to obtain from Grantor, and Grantor hereby grants to Grantee, a water runoff easement on the Grantor Parcel, which water runoff easement is intended to allow incidental, accidental, or naturally flowing runoff water to from the Grantee Parcel onto the Grantor Parcel (hereinafter referred to as the “**Water Runoff Easement**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, which each of the Parties acknowledges is sufficient, the Parties agree as follows:

1. **Grant of Water Runoff, Maintenance, and Access Easement; Obligation of Parties to Ensure Proper Diversion.** Grantor shall have the right, at her option, to enter upon the Grantee Parcel for the purpose of maintaining, repairing, improving, or replacing the Existing Drainage Culvert. Grantor shall be responsible for ensuring proper flow diversion through the Existing Drainage Culvert and Water Runoff Easement. Grantor shall notify Grantee at least 48 hours prior to performing any maintenance, repairs, improvements, or replacements requiring entry upon the Grantee Parcel, and Grantor shall indicate in that notice what actions are to be taken by Grantor and giving Grantee the opportunity to object to or perform the same. All costs associated with Grantor’s acts of maintaining, repairing, improving, or replacing the Existing Drainage Culvert, as chosen by Grantor pursuant to the Water Runoff Easement, shall be borne exclusively by Grantor. In performing Grantor’s obligations hereunder, Grantor shall not materially interfere with the use of the Grantee Parcel by Grantee or any tenants, future owners, co-owners, guests, invitees, neighbors, or occupants of the Grantee Parcel, nor shall Grantor cause any water to be diverted to any parcel or property other than the Grantor Parcel. Grantor shall promptly notify Grantee of any maintenance, repair, improvement, or replacement that Grantor believes should be performed but that Grantor chooses not to perform at the Grantee Parcel. If Grantor fails to maintain, repair, improve, or replace the Existing Drainage Culvert, Grantee may elect to do so at its sole cost and expense; and thereafter, Grantor shall have the right, subject to the notice requirements in this provision, to make an inspection of such maintenance, repair, improvement, or replacement performed by Grantee; and Grantor shall thereafter have the continuing right to make any other subsequent maintenance, repairs, improvements, or replacements to the Existing Drainage Culvert that Grantor deems necessary to protect the Grantor Parcel from water flowing from the Grantee Parcel. Grantee may not bring or maintain any claim against Grantor for damages caused to the Grantee Parcel unless those damages were caused in whole or in part by either or both (i) an act by Grantor in maintaining, repairing, improving, or replacing the Existing Drainage Culvert (other than merely entering the Grantee Parcel to investigate the Existing Drainage Culvert), or (ii) Grantor diverting or otherwise causing the water to flow onto the Grantee Parcel. Grantee may, but Grantee is not required to, make any inspection of the Existing Drainage Culvert as well as existing and future curbing and cinderblocks, and sandbags and thereafter, Grantee may, in its sole discretion, either notify Grantor of any needed maintenance, repair, improvement, or replacement and invite Grantor to perform the same, or

Grantor may itself perform whatever maintenance, repair, improvement, or replacement Grantor desires to perform to the Existing Drainage Culvert.

2. **Indemnity.** Grantor shall indemnify, defend, save, and hold harmless Grantee and the Grantee Parcel from and against any and all liability, losses, damages, suits, claims, demands, allocations of fault, causes of action (whether arising in tort, contract, or any other legal theory), injury or death to any person whomsoever, damages to or losses or destruction of any property (whether real or personal), costs, court costs, attorneys' fees, or expenses [collectively, the "Claims"], whether or not any such Claim results from or is alleged to have resulted from any negligence of Grantee (in whole or in part), arising out of or related in any way to any one or more of (a) any maintenance to, repair of, improvement to, or replacement of either or both the Existing Drainage Culvert or curbing, or sandbags, or cinderblocks installed at the Grantee Parcel by either or both Grantor or Grantee or any of their respective agents; (b) any alleged or actual failure (whether negligent or otherwise) by either or both Grantor or Grantee to maintain, repair, improve, or replace the Existing Drainage Culvert; or (c) any incidental, accidental, or naturally flowing water from the Grantee Parcel. Grantor's obligation to defend, indemnify, save, and hold Grantee harmless under this Section does not apply to any Claims caused or alleged to have been caused by water flowing from the Grantee Parcel onto any other parcel or property other than the Parcels, unless that flow of water was caused in whole or in part by either or both (i) an act by Grantor in maintaining, repairing, improving, or replacing the Existing Drainage Culvert (other than merely entering the Grantee Parcel to investigate the Existing Drainage Culvert), or (ii) Grantor diverting or otherwise causing the water to flow onto that parcel or property.

3. **Not a Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of either Parcel to or for the general public or for any public purposes, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

4. **No Liens.** Under no circumstances shall Grantor permit any mechanic's lien, materialman's lien, or other lien or encumbrance of any kind or description, to attach to or be recorded against the Grantee Parcel in connection with any maintenance, repair, improvement, or replacement performed by Grantor of the Existing Drainage Culvert, whether arising out of either Grantor's own acts or omissions or those of Grantor's permittees, invitees, employees, agents, representatives, contractors, subcontractors, successors, or assigns.

5. **Remedies.** If there is a violation or threatened violation by any Party of any of the terms, restrictions, covenants, and conditions of this Agreement, the other Party shall have, in addition to the right to collect damages, the right to enjoin that violation or threatened violation in any court of competent jurisdiction. No breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but this limitation shall not affect any other rights or remedies that any Party may have for any breach of this Agreement. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Party to cure a breach of this Agreement within 20 days following written notice of the breach from the non-defaulting Party, the non-defaulting Party may perform the obligation in this Agreement on behalf of the defaulting Party and be reimbursed by the defaulting Party upon demand for the reasonable costs thereof. Notwithstanding the foregoing, however, if the nature of the breach of this Agreement

presents an immediate risk of damage to property, injury to persons, interruption of utility service, or loss, obstruction or blockage of access, no prior notice shall be required, and the non-defaulting Party may try to minimize or eliminate the risk, and be reimbursed for the reasonable, proven costs thereof from the defaulting Party. Notice of the action will be given to the defaulting Party when reasonably practicable under the circumstances.

6. **Mutuality; Reciprocity; this Agreement Runs With the Land.** The Water Runoff Easement and the rights and obligations granted and/or created by this Agreement are appurtenances to each of the Parcels and none of the easements, rights, or obligations may be transferred, assigned or encumbered except as an appurtenance to each Parcel. For the purposes of the easements and rights set forth herein, the Parcel benefited thereby shall constitute the dominant estate, and the Parcel burdened thereby shall constitute the servient estate.

The rights contained in this Agreement (whether affirmative or negative in nature) shall; (i) constitute covenants running with the land; (ii) bind every person having a fee, leasehold, or other interest in any portion of either Parcel at any time to the extent that portion is affected or bound by the right in question, or to the extent that the right is to be performed on that portion; (iii) inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcel; and (iv) create mutual, equitable servitudes upon each Parcel in favor of the other Parcel.

7. **Severability.** If any condition, covenant, or other provision of this Agreement is held invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If the condition, covenant or other provision is deemed invalid due to its scope or breadth, that condition, covenant or other provision shall be deemed valid for the scope and breadth permitted by law.

8. **Further Action.** The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original instrument for all purposes, but all of which will comprise the same instrument.

10. **Governing Law.** This Agreement shall be construed and enforced under the laws of the State of Utah.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by each Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, Grantor Michele R. Callahan has caused this Agreement to be executed and delivered as of the Effective Date.

M. Callahan

Michele R. Callahan

STATE OF UTAH)
) ss:
County of Salt Lake)

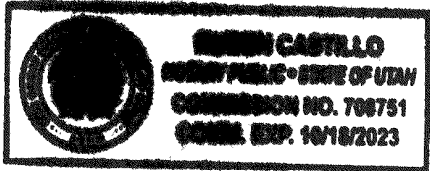
On this 20th day of July, 2020, before me, the undersigned Notary Public, personally appeared Michele R. Callahan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

R. Castillo


Notary Public

My Commission Expires: 10/18/2023



IN WITNESS WHEREOF, Mark Richards, as Manager of Grantee Wasatch Recovery Treatment Center, LLC, has caused this Agreement to be executed and delivered as of the Effective Date.

WASATCH RECOVERY TREATMENT CENTER, LLC


Mark Richards, Manager

STATE OF UTAH)
) ss:
County of Salt Lake)

On this 20th day of July, 2020, before me, the undersigned Notary Public, personally appeared Mark Richards, as Manager of Wasatch Recovery Treatment Center, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires: 02/10/2023

