

RETURNED

AUG 23 2013

2762353
BK 5838 PG 895

E 2762353 B 5838 P 895-898
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/23/2013 01:57 PM
FEE \$0.00 Pgs: 4
DEP RTT REC'D FOR STORAGE CITY LLC

When recorded return to:

North Salt Lake City
10 East Center Street
North Salt Lake, Utah 84054

pt 01-421-0004

EASEMENT AGREEMENT

This Non-Exclusive Water Line Easement ("**Easement**") is made and entered into this 23rd August, 2013, by Storage City, L.L.C., a Utah limited liability company ("**Grantor**"), 3282 Sunset Hollow, Bountiful, Utah 84010.

1. Grant of Easement. Grantor owns-certain real property located within North Salt Lake City, Davis County, State of Utah (the "**Property**"). Subject to the terms and conditions of this Easement and Grantor's execution thereof, Grantor does hereby grant, assign, convey and set over to North Salt Lake City, ("**Grantee**"), of 10 East Center, Street, North Salt City, Utah 84054 for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a non-exclusive easement in gross and right-of-way for the construction, erection, installation, operation, maintenance, repair, alteration, inspection, relocation and replacement of a water line, and all other appurtenant and necessary and conduits, pipes, valves, appliances and fittings, and fixtures to be located thereon (collectively, "**Water Line**") and for no other purposes, on a portion of Property legally described in Exhibit "A" attached hereto and incorporated herein (the "**Easement Area**"). Grantor reserves the right to use the Easement Property for any and all purposes not inconsistent with the full extent of the Easement herein granted. This Easement shall terminate when the Easement Area is no long necessary by Grantee for a Water Line.

2. Use of Easement Area. Grantee may enter upon the Easement Area to survey, construct, repair, remove, replace, reconstruct, patrol, improve, enlarge, and maintain the Water Line located, or to be located, on the Easement Area. Grantee agrees to notify Grantor at the address specified above at least two (2) day prior to any activity on the Easement Area, unless use the Easement Area is necessitated by an emergency, in which event no prior notice is required. Grantee's use of the Easement Area shall be performed at no cost or expense to Grantor. Grantee's entry onto the Property and use of the Easement Area shall be at Grantee's sole risk and hazard. Grantee, for itself and anyone claiming by, through or under it, hereby releases Grantor from any claim or injury to person or property relating to Grantee's use of and entry on the Property and Easement Area.

3. Environmental/Compliance with Laws. Grantee shall take appropriate measures to prevent or control soil erosion within the Easement Area and on the Property caused or contributed to by the activities of Grantee or its agents, employees or contractors. Grantee shall

correct any soil erosion on the Easement Area and/or the Property caused or contributed to by the activities of Grantee, its agents, employees or contractors. Grantee shall not cause any nuisance on the Easement Area or the Property. Grantee shall comply with any and all applicable Federal, state, county and municipal laws, ordinances and regulations, including any and all environmental laws. Grantee shall not release, transport or dispose of any hazardous material on the Easement Area or the Property. Grantee shall use all reasonable means available means available to protect the environment and natural resources of the Easement Area and the Property.

4. **Damage and Restoration.** Grantee, at Grantee's sole cost and expense, shall minimize any disruption and/or damage to the Property, the Easement Area and any landscaping and improvements located thereon. Grantee, at Grantee's sole cost and expense, shall repair, maintain, and promptly restore the Property and Easement Area to the condition before Grantee's activities to the extent the Property and the Easement Area are disturbed or damaged by Grantee, including, but not limited to, restoring the environment, the natural resources, soil, landscaping, fences, pavement and/or structures of any kind. Grantee agrees to indemnify and hold Grantor harmless from and against any and all damage that may be done to the Property or Easement Area by any activity by Grantee or Grantee's employees or contractors, as the case maybe.

5. **Title.** Grantee acknowledges that is has inspected the Easement Area, knows the condition, and understands the same is granted without any representation or warranties whatsoever and without any obligation on the part of Grantor. This Easement is subject to easements, right-of-way, liens, encumbrances, conditions and covenants or record, enforceable at law or in equity, which would be disclosed by a through physical inspection of the property.

6. **Condemnation.** a As additional consideration for this Easement, Grantee, by accepting this Easement, agrees that if at a future date Grantee or another governmental entity exercises its power of eminent domain to acquire fee simple title to any portion of the Property or Easement Area, the value of the fee interest in the property that is so acquired will be determined without regard to the existence of the Easement.

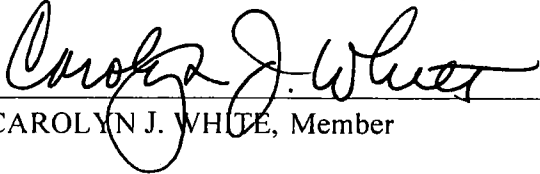
7. **Successors and Assigns.** This Easement is personal to Grantee and Grantee may not assign or otherwise transfer the Easement without prior written consent of Grantor. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. Grantee and its successors and assigns shall abide by all the terms of this Easement.

8. **Attorneys' Fees.** In the event any declaratory or other legal or equitable action is instituted between Grantor, Grantee and/or their successors and assigns in connection with this Easement or the rights granted hereunder, then the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

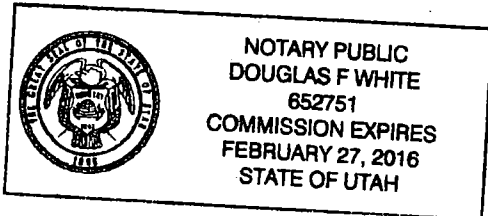
GRANTOR:

STORAGE CITY, L.L.C.

By: 
CAROLYN J. WHITE, Member

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 23rd day of August, 2013, personally appeared before me **CAROLYN J. WHITE**, who being by me duly sworn, did say that she is a **MEMBER OF STORAGE CITY, L.L.C.**, a limited liability company, and that said instrument was signed in behalf of said company by authority of its operating statement and said **CAROLYN J. WHITE** acknowledged to me that said company permitted the same.




NOTARY PUBLIC

EXHIBIT A

20' WATER LINE EASEMENT

BEGINNING AT A POINT ON AN EXISTING 20.00 FOOT EXCLUSIVE WATER EASEMENT SAID POINT BEING NORTH86°58'05"WEST 24.32 FEET AND SOUTH119°08'07"WEST 20.82 FEET FROM THE NORTHEAST CORNER OF LOT 4, STORAGE CITY SUBDIVISION, A RECORDED SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION II, TOWNSHIP I NORTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH19°08'07"WEST 177.93 FEET; THENCE SOUTH46°11'07"WEST 363.11 FEET; THENCE SOUTH52°25'25"EAST 25.28 FEET TO THE EASTERLY BOUNDARY LINE OF SAID STORAGE CITY SUBDIVISION; THENCE ALONG SAID BOUNDARY SOUTH46°11'07"WEST 20.23 FEET; THENCE LEAVING SAID BOUNDARY LINE NORTH52°25'25"WEST 45.51 FEET; THENCE NORTH46°11'07"EAST 381.56 FEET; THENCE NORTH19°08'07"EAST 167.35 FEET TO THE SOUTH LINE OF SAID 20' EXCLUSIVE WATER EASEMENT; THENCE ALONG SAID LINE SOUTH86°58'05"EAST 20.82 FEET TO THE POINT OF BEGINNING.