

WHEN RECORDED, MAIL TO:
Gardner Plumb L.C.
201 South Main Street
Salt Lake City, UT

EASEMENT FOR STORM DRAIN AND SEWER

THIS EASEMENT FOR STORM DRAIN SEWER (this "Easement") dated this 14th day of August, 2016, is executed Nancy R. Nielson, Trustee, or her successors in trust, under the Joseph C. & Nancy R. Nielson Family Living Trust, dated November 25, 1997, having an address at 9776 N 10400 West Lehi, UT 84043 ("Grantor") for the benefit of Gary Hardman and Bonnie Hardman, Trustees of the Gary and Bonnie Hardman Living Trust, dated the 18th day of April, 2016, 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 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 "Easement Area") for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of storm drains and sanitary sewer lines and related improvements, under, through and across, the 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 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 sanitary sewer lines and related improvements; provided, any such use shall not unreasonably interfere with Grantor's operation of Grantor's Property.

2. No Exclusive Use. Exclusive use of the Easements Area is not hereby granted. Grantor hereby reserves the right to make any use of the Easement Area, 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:

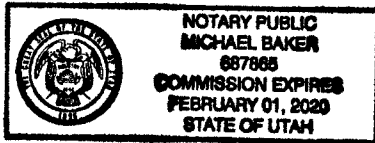
Nancy R. Nielson
NANCY R. NIELSON, Trustee

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 17 day of August, 2016, personally appeared before me NANCY R. NIELSON, as Trustee of the Joseph C. & Nancy R. Nielson Family Living Trust, who acknowledged to me that he executed the foregoing instrument.



Michael Baker

Notary Public

EXHIBIT "A"

Legal Description of Grantor's Property

Lot 2, Plat A, HUNTER ESTATES SUBDIVISION, according to the official plat thereof, on file and of record in the Utah County Recorder's Office, Utah County, State of Utah.

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 Easement

Beginning at a point being South 89°54'28" East 1,197.97 feet along the section line and North 1,090.92 feet from the Southwest Corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°07'08" West 268.03 feet;
thence North 89°52'36" East 30.03 feet;
thence South 00°07'06" East 238.02 feet;
thence North 89°51'15" East 431.25 feet;
thence South 00°08'45" East 30.00 feet;
thence South 89°51'15" West 461.29 feet to the point of beginning.

Contains 20,987 square feet or 0.482 acres