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9/13/2017 3:32:00 PM \$28.00  
Book - 10598 Pg - 2479-2487  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 9 P.

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sorrento Investments, LLC  
360 North 700 West, Suite G  
North Salt Lake, Utah 84054  
Attn: Tia Crow

Parcel Nos. 15-16-102-001

**RECIPROCAL DRAINAGE EASEMENT AGREEMENT**

**THIS RECIPROCAL DRAINAGE EASEMENT AGREEMENT** (this "Agreement") is made as of the \_\_\_\_ day of September, 2017, by SORRENTO INVESTMENTS, LLC, a Utah limited liability company ("Grantor") in favor of the current and future owners of the following described real property located in Salt Lake County, Utah (the "Property"):

Lots 21A and 21B of Nin Tech East VII Subdivision, according to the Official Plat thereof on file and of record in the Office of the Salt Lake County Recorder.

**WHEREAS**, Grantor is the sole record owner of fee title to the above-described Property, which consists of two separate but contiguous subdivided parcels (individually, "Lot 21A" and "Lot 21B" and collectively, the "Lots");

**WHEREAS**, Grantor desires to create a reciprocal drainage easement area over and across the Property for the benefit of the current and future owners of the Lots;

**WHEREAS**, Grantor and its successors and assigns to the Lots are sometimes hereinafter referred to collectively as "Owners" and individually as an "Owner";

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

1. Each Owner acknowledges that there currently exists, or may in the future exist, one or more storm drains that run from Lot 21B into a current or future storm drain system on Lot 21A lying within the area (the "Drainage Easement Area") described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof, and that the Owners intend that surface and storm water from Lot 21B drain into and through such surface water drains, storm drain lines, pipes, catch basins and other facilities (collectively, "Drainage Facilities") now or hereafter installed over, under, upon or across the Drainage Easement Area on Lot 21A. Grantor and each Owner of Lot 21

hereby grants to Grantor, and each Owner of Lot 21B, as an appurtenance to Lot 21B, a perpetual easement (the "*Drainage Easement*") to drain and direct surface and storm water from Lot 21B over, under, upon and across the Drainage Easement Area and through such Drainage Facilities. Each Owner of Lot 21B shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the Drainage Easement, including, without limitation, the right at all times to tap into and use the Drainage Facilities. Each Owner of Lot 21A shall maintain all Drainage Facilities in good condition and repair, reasonably free and clear from obstruction, debris, hazard and nuisance and in accordance with all applicable laws and regulations. Promptly after the construction, maintenance, repair, or replacement of any Drainage Facilities as described herein, each Owner of Lot 21A shall cause the Drainage Facilities to be restored to a substantially similar or better condition as or than existed immediately prior to the performance of such work. Each then-current Owner of Lot 21B shall reimburse the Owner of Lot 21A fifty percent (50%) of the reasonable costs actually incurred by the Owner of Lot 21A to construct, maintain, repair and replace such Drainage Facilities; provided, however, that the Owner of Lot 21B shall no longer have any obligation to bear any such costs if the Owner of Lot 21B at any time ceases to use such Drainage Facilities. If the Owner of Lot 21A fails so to maintain any such Drainage Facilities, then the Owner of Lot 21B shall have the right, but not the obligation, after thirty (30) days' notice to the Owner of Lot 21A to undertake necessary and reasonable maintenance and repair of such Drainage Facilities, for which purpose the Owner of Lot 21B shall have full and free rights of ingress and egress, both pedestrian and vehicular, over, under and across Lot 21A to the extent reasonably necessary to perform such maintenance and repair. If the Owner of Lot 21B performs any such maintenance and repair, the Owner of Lot 21A shall reimburse the Owner of Lot 21B promptly fifty percent (50%) of all reasonable costs and expenses incurred for such maintenance and repair. The Owner of Lot 21A shall not modify any Drainage Facilities without the prior written consent of the Owner of Lot 21B, which consent shall not be unreasonably withheld or delayed. No such modification, however, may in any event unreasonably interfere with the Owner of Lot 21B's use of the Drainage Easement, the Drainage Easement Area, or the Drainage Facilities. Each Owner shall indemnify, defend, and hold harmless the other Owner from and against all losses, costs, claims, liabilities and damages (including reasonable attorney fees and expenses) arising out of or resulting from the grant or use of the Drainage Easement, the Drainage Easement Area, or the Drainage Facilities by such Owner or its agents, employees, representatives, contractors, tenants, licensees or invitees, except to the extent caused by the negligence or willful misconduct of the other Owner.

2. Each Owner shall maintain that portion of Property owned by such Owner, and all improvements now or hereafter situated thereon, in good condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with all applicable laws and regulations, in order to not unreasonably interfere with the Drainage Easement, the Drainage Easement Area, or the Drainage Facilities.

3. The Drainage Easement and all covenants of the parties hereunder shall run with the land as a benefit to and burden upon the Property. The Drainage Easement

shall therefore continue in full force and effect in perpetuity from the date of recordation hereof. Notwithstanding any other term or condition contained herein to the contrary, no breach or alleged breach of any provision of this Agreement shall under any circumstance cause a forfeiture or reversion of title to, or any interest in, any of the Property, the Drainage Easement, or any property interest arising hereunder. In no event shall the doctrine of merger operate to preclude any covenant, easement or restriction herein set forth.

4. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever. It is the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

5. The rights and obligations conferred or imposed upon the Owners pursuant to this Agreement shall not be transferred or assigned to any other party except together with the transfer or conveyance of an Owner's respective portion of the Property subject to the Drainage Easement and the terms and conditions of this Agreement. Any party transferring its interest in such portion of the Property shall be released from all further obligations under this Agreement arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release either party from obligations accruing prior to the date of such transfer or conveyance.

6. None of the terms or conditions of this Agreement shall be deemed to create a partnership between the Owners, nor shall this Agreement cause the Owners to be considered or deemed to be joint venturers or members in any joint enterprise. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in or for the benefit of any person who is not a party hereto, except as otherwise expressly provided to the contrary in this Agreement.

7. The Owners acknowledge their mutual intent and desire that the Easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Property.

8. This Agreement, together with all exhibits hereto, constitutes the entire agreement of Grantor and the Owners with respect to the subject matter hereof. This Agreement may be terminated, changed, modified or amended only by a written instrument duly executed, acknowledged and recorded by all of the then Owners of record of the Property. This Agreement shall be binding upon and inure to the benefit of the Grantor, the Owners and their respective heirs, legal and personal representatives, successors, and assigns. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. The validity, construction, effect, performance, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Utah.

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9. In the event of any controversy, claim or dispute relating to this Agreement or the breach of any provision hereof, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, expenses and costs.

*[Signature page to follow]*

IN WITNESS WHEREOF, Grantor executed this Agreement, by its duly authorized representative, as of the day and year first above written.

SORRENTO INVESTMENTS, LLC  
a Utah limited liability company

By: 

Print  
Name: Tom Stuart

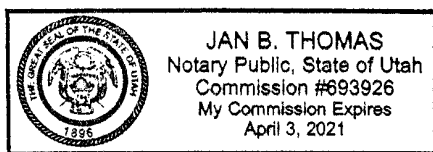
Title: Managing Member


**ACKNOWLEDGMENT**

STATE OF UTAH            )  
  ) ss.  
COUNTY OF DAVIS        )

On Aug 25, 2017, personally appeared Thomas D. Stuart, who is acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



  
Notary Public

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EXHIBIT A

Legal Description of Easement

**SURVEYOR'S CERTIFICATE:**

I, CORY B. NEERINGS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5183760 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS "NIN TECH VII LOT 22 AMENDED" AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.



**PRELIMINARY**

\_\_\_\_\_  
CORY B. NEERINGS  
PLS 5183760

**BOUNDARY DESCRIPTIONS**

LOT 21, NIN TECH EAST VII ON FILE AND OF RECORD WITH THE SALT LAKE COUNTY RECORDERS OFFICE IN BOOK 2008 AT PAGE 266, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF SAID LOT 21, SAID POINT BEING SOUTH 65.00 FEET FROM THE STREET MONUMENT AT THE CENTER OF THE CUL-DE-SAC OF PROFESSIONAL CIRCLE(1610 SOUTH); THENCE 204.20 FEET ALONG THE ARC OF A 65 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 180°00'00" (CHORD BEARS NORTH 130 FEET); THENCE NORTH 00°05'13" WEST 343.39 FEET; THENCE NORTH 89°54'47" EAST 1131.37 FEET; THENCE SOUTH 00°14'55" EAST 46.80 FEET; THENCE SOUTH 70°38'29" WEST 171.24 FEET; THENCE SOUTH 00°19'39" EAST 546.19 FEET; THENCE SOUTH 72°47'05" WEST 877.35 FEET; THENCE NORTH 17°12'55" WEST 454.67 FEET TO THE POINT OF BEGINNING.

CONTAINS:  
TWO LOTS  
17.216 ACRES  
749,921 SQUARE FEET

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EXHIBIT B  
Depiction of Easement



