

WHEN RECORDED RETURN
TO:

Founders Title Company
746 East Winchester Street, Suite 100
Salt Lake City, UT 84107

12506837
3/31/2017 11:45:00 AM \$26.00
Book - 10543 Pg - 4820-4827
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 8 P.

STORMWATER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made the 27th day of March, 2017, by Richard B. Christensen and Janet H. Christensen, Trustees of the Richard B. Christensen ("Gus") and Janet H. Christensen Living Trust, dated June 10, 1999 (the "Grantor"), in favor of 4100 Investment, LLC, a Utah limited liability company, (the "Grantee").

WHEREAS, Grantor is the owner of a property located at 4098 South Redwood Road, City of West Valley, County of Salt Lake, State of Utah, and legally described on Exhibit A attached hereto (the "Grantor's Property"); and

WHEREAS, in connection with the development of Grantor's Property, a stormwater pipe serving the adjacent property located at 1770 W 4100 South and described on Exhibit B ("Grantee's Property") will be relocated within the area of Grantor's Property-legally described in Exhibit C and depicted as "Storm Drain Easement" on Exhibit D (the "Stormwater Easement Area");

WHEREAS, the Grantor desires to grant to Grantee, subject to the terms and conditions herein, an easement over, through and under the Stormwater Easement Area for the maintenance and repair of the stormwater pipe.

NOW, THEREFORE, WITNESSETH, for and in consideration of the mutual rights and obligations set forth herein, Grantor hereby covenants and agrees as follows:

Grantor hereby grants and conveys to Grantee a non-exclusive and permanent right-of-way and easement, in, on and over the Stormwater Easement Area, for the purpose of constructing, reconstructing, or maintaining thereon, or removing therefrom, an underground stormwater line running from Grantee's Property to 4100 South, a public right-of-way.

TOGETHER with the right, privilege and easement to enter and cross Grantor's Property as reasonably necessary to exercise the rights granted by the easement.

TO HAVE AND TO HOLD, the rights, privileges and easements hereby granted to Grantee, its successors and assigns, forever.

The rights, privileges and easements hereby conveyed are granted upon the following terms, covenants and conditions.

1. Grantee shall restore the surface within the Stormwater Easement Area to the same condition as existed before such disturbance of the surface area caused by the exercise of the rights hereby granted, and further provided that if the disturbed area within the Stormwater Easement Area is natural and has not been improved with pavement, such areas shall be smoothed and seeded with grass.

2. Grantee shall at all times, use reasonable efforts to avoid interfering with any business operating on the Grantor's Property in its exercise of the rights granted herein. Further any maintenance shall be performed outside of business hours, if possible, and not during the months of November or December of any year. In the event that Grantee requires access to the Stormwater Easement Area for more than 24 hours, Grantee shall obtain written consent from Grantor and any tenant leasing Grantor's Property, which consent shall not be unreasonably withheld.

3. Except in case of an actual emergency, Grantee shall provide Grantor and any tenant operating on the Property with written notice of its intent to enter onto Grantor's Property to exercise the rights herein granted at least ten (10) days prior to such entry. On the date of execution of this Agreement, the addresses are:

Grantor: The Richard B. ("Gus") Christensen and Janet H.
Christensen Living Trust dated June 10, 1999
5110 23rd Avenue West
Everett, WA 98203-1525

Tenant: Utah CVS Pharmacy, L.L.C.
c/o CVS Health Corporation
One CVS Drive
Woonsocket, RI 02895
Attention: Property Administration, Store 10741

4. Any relocation of the Stormwater-Easement Area shall require the express written consent of Grantor and any tenant leasing Grantor's Property, which shall be given at Grantor's sole and absolute discretion.

5. No limitation on Grantor's use of the Stormwater Easement Area is implied or created by this Agreement.

6. All provisions, covenants and conditions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors, assigns, tenants and personal and legal representatives of the parties hereto.

7. This Agreement shall be recorded in the Official Records of Salt Lake County, Utah and shall run with the land.

8. If any clause, sentence or other portion of the terms, covenants and restrictions of this Agreement becomes illegal, null or void for any reason, or to be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

9. No easements, except those expressly set forth herein, shall be implied by this Agreement.

10. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof. The parties do not rely upon any statement, promise or representation not herein expressed. This Agreement may be amended by the Grantor at any time.

11. This Agreement shall be construed in accordance with the laws of the State of Utah.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
Description of Grantor's Property

A parcel of land situate in the Southwest Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the westerly right of way line of Redwood Road, said point being, North 89°53'39" West 53.00 feet along said south quarter section line and North 00°01'15" West 67.91 feet from the South Quarter Corner of said Section 34 and running thence South 89°52'23" West 6.71 feet; thence South 00°40'35" West 4.83 feet; thence South 89°59'59" West 19.00 feet; thence South 00°00'01" East 10.21 feet to a point on the northerly right of way line of 4100 South Street; thence North 89°53'39" West 288.22 feet along said northerly right of way line; thence North 00°01'15" West 207.00 feet; thence South 89°53'39" East 314.00 feet to a point on the westerly right of way line of Redwood Road; thence South 00°01'15" East 191.89 feet along said westerly right of way line to the POINT OF BEGINNING..

Containing 64,701 square feet or 1.49 acres, more or less.

The following is shown for information purposes only: Tax ID No. 15-34-377-010 and 15-34-377-014

EXHIBIT B
Legal Description of Grantee's Property

A parcel of land situate in the Southwest quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, located in West Valley City, County of Salt Lake, State of Utah, said parcel being all of that certain tract of property described in Warranty Deed recorded in Book 7567 at Page 486, Entry No. 6538369 and being more particularly described as follows:

Beginning at a point on the West line of Redwood Road, said point of beginning being witnessed by a copper rivet set in the curb line 10.3 feet East of the point of beginning, said point of beginning being North 0°01'20" West, along the Section line a distance of 260.00 feet and North 89°53'39" West, a distance of 53.00 feet from the South quarter corner of said Section 34; and running thence North 89°53'39" West, a distance of 314.00 feet, to a nail and washer stamped "McNeil Engr.," thence South 0°01'20" East, a distance of 207.00 feet to a rebar w/o cap 0.2' below surface at the North line of 4100 South Street; thence North 89°53'39" West, along said North line, a distance of 432.98 feet to a copper rivet set in the drive approach, said point being at a point of curvature; thence Westerly along the arc of a 1152.19 foot radius curve to the right, through a central angle of 5°57'12", a distance of 119.72 feet, the long chord of which bears North 86°55'03" West, a distance of 119.66 feet to a point of reverse curvature; thence Westerly along the arc of a 1258.19 foot radius curve to the left, through a central angle of 1°46'14", a distance of 38.88 feet, the long chord of which bears North 84°49'34" West a distance of 38.88 feet, to the West bank of the branch of the North Jordan Canal and a copper rivet set in the top of a wing wall; thence Northwesterly along said West bank per the Snideman and Associates record of survey #S00-10-0629 on file with the Salt Lake County Surveyor's office the following five (5) courses and distances: (1) North 20°19'24" West, a distance of 69.34 feet; (2) North 31°22'27" West, a distance of 90.41 feet; (3) North 40°22'48" West, a distance of 89.83 feet; (4) North 38°52'00" West, a distance of 121.94 feet; (5) North 39°19'14" West, a distance of 90.39 feet, to a rebar and cap stamped Snideman and the East line of Briarwood Plat 'D' Subdivision recorded in Book 78P, at Page 151 of plats, on file with the Salt Lake County Recorder's Office; thence North 0°06'37" West, along said East line, a distance of 226.06 feet, to the East-West 1/16th line of the Southeast quarter; thence South 89°57'14" East, along said 1/16th line, a distance of 1168.54 feet, to a rebar and cap stamped Great Basin set per record of survey #S00-01-0074 and the West line of aforesaid Redwood Road; thence South 0°01'20" East, along said West line, a distance of 404.96 feet, to the point of beginning.

The following is shown for information purposes only: Tax ID No. 15-34-377-015

EXHIBIT C
Description of the Stormwater Easement Area

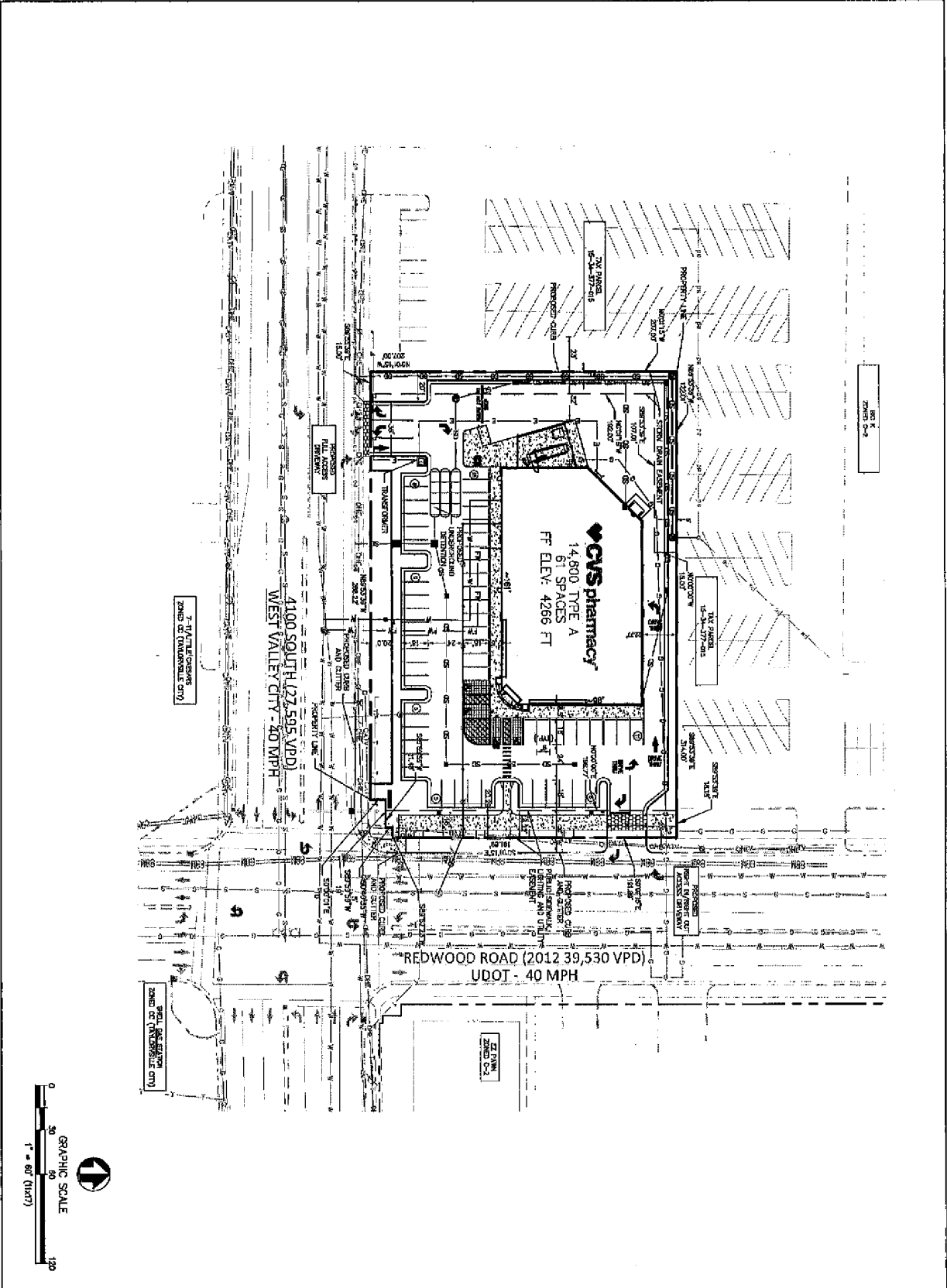
A parcel of land located in the Southwest Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, West Valley City, Salt Lake County, Utah, said parcel being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 34; thence along the section line South 89°53'39" East 367.12 feet; thence perpendicularly North 00°06'21" East 53.00 feet to a point on the North Right of Way line of 4100 South Street; said point being the POINT OF BEGINNING; thence North 00°01'15" West 207.00 feet; thence South 89°53'39" East 122.01 feet; thence South 15.00 feet; thence North 89°53'39" West 107.01 feet; thence South 00°01'15" East 192.00 feet to a point on the North Right of Way line of 4100 South Street; thence along said North Right of Way line North 89°53'39" West 15.00 feet to the POINT OF BEGINNING.

Contains 4,710 square feet, 0.108 acres

EXHIBIT D
Depiction of Grantor's Property and Stormwater Easement Area
[attached]

67752092v.3



	NORTH 7TH 4400 LEFT CHARLES DRIVE 3RD SCORE NUMBER 1074
	4400 S KENNEDY ROAD WEST VALLEY CITY, UT 84119 PHONE NUMBER 801.972.1200 FAX NUMBER 801.972.1200
CVS ENGINEER 800795	CONSULTANT: P S O M A S 1775 S. Redwood Road, Suite 200 West Valley City, UT 84119 (801) 972-5777 (801) 972-5777 (801) 972-5777
DEVELOPER: BOOS 2000 L. Street West Valley City, UT 84119 (801) 972-5777	SEAL: [Blank Seal Area]
REVISIONS: [Blank Revisions Table]	DATE: MARCH 10, 2017 BY: JES KOWALSKI FOR: BOOS/PHARM
TITLE: STORMWATER EASEMENT EXHIBIT SHEET NUMBER: 1 OF 1	COMMENTS: NOT RELEASED FOR CONSTRUCTION