

When Recorded, Mail To:  
Kirton McConkie  
Attn.: Matthew D. Wride  
518 West 800 North, Suite 204  
Orem, Utah 84057

11636665  
5/8/2013 2:09:00 PM \$18.00  
Book - 10136 Pg - 3618-3622  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 5 P.

Affecting Assessor's Parcel Nos. 15:01:428:017

(Space above for Recorder's use only)

## **DECLARATION OF STORM DRAINAGE EASEMENT**

THIS DECLARATION OF STORM DRAINAGE EASEMENT (the "**Declaration**") is made this 8 day of May, 2013, by KPB LAND, LLC, a Utah limited liability company ("**Declarant**").

### **RECITALS**

A. Declarant is the fee simple owner of two adjacent properties located in Salt Lake City, Salt Lake County, State of Utah (the "**Declarant's Property**"), which properties are located at: (i) 358 S. West Temple—APN 15:01:428:017 ("**Parcel 1**"); and (ii) 370 S. West Temple—APN 15:01:428:019 ("**Parcel 2**").

B. Declarant desires to clarify, grant, and establish a certain storm drainage easement upon specified portions of Parcel 2 for the benefit of: (i) the Declarant's Property; and (ii) that certain real property located to the North of Parcel 1, with an address of 334 S. West Temple—APN 15:01:427:006 (collectively, the "**Benefited Property**"), in accordance with the provisions of this Declaration.

C. Declarant intends that the easement herein granted shall be granted, established, and maintained without regard to Declarant's common ownership of all of the Declarant's Property, and that such easement shall survive any severance or divestiture of title to one or more of the lots that comprise the Declarant's Property and inure to any successor-in-interest of Declarant.

### **TERMS AND CONDITIONS**

NOW, THEREFORE, Declarant does hereby declare that the Declarant's Property shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easement set forth herein, all as set forth as follows:

1. **Parcel 1 Subject to the Easement.** Declarant hereby declares that the Declarant's Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easement set forth in Section 2 of this Declaration (the "**Easement**"). Further, in the event of any sale, conveyance, or transfer of the Declarant's Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Declarant's Property.

2. Storm Drain Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive storm drain easement (the “**Storm Drain Easement**”) for the purposes of: (i) the installation of storm drain lines and related utilities and facilities; and (ii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the same, along with the right of ingress and egress for such purposes. The Storm Drain Easement shall be exercised over that portion of the Parcel 1 legally described on Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by this reference (the “**Easement Area**”), for the benefit of the Benefited Property. The Storm Drain Easement will permit the Benefited Property, as such is currently developed and as may be developed in the future, to use the Easement Area for the purposes set forth herein.

3. Maintenance of the Storm Drain Easement. The owner of Parcel 1 shall be responsible to maintain the storm drain line located within the Easement Area that services the Benefited Property. Notwithstanding anything to the foregoing, any damage to the Easement Area and the improvements/utilities constructed thereon or therein that is solely attributable to any owner of the Benefited Parcel, or their guests, agents, invitees, customers, and/or patrons, such owner will be solely responsible, at its sole cost, to repair said Easement Area or improvements/utilities to a condition that existed prior to the damage.

4. Covenants to Run With Land. This Declaration and the Easement created herein is intended to and shall run with the land described herein and, as applicable, portions of the Declarant’s Property shall be burdened by the Easement, and the Benefited Property shall be benefited by the Easement.

5. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of each party which is a successor-in-interest to both Parcel 1 and Parcel 2.

6. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easement herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of all of the Declarant’s Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Declarant’s Property.

7. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

*[signatures and acknowledgements to follow]*

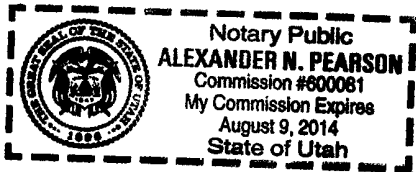
IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

Declarant: KPB LAND, LLC,  
a Utah limited liability company

By: [Signature]  
Name (print): Ken Bretschneider  
Its: Manager

STATE OF UTAH )  
) ss.  
COUNTY OF SALT LAKE

On this 8 day of May, 2013, personally appeared before me Ken Bretschneider, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he is the Manager of KPB LAND, LLC, a Utah limited liability company, and acknowledged to me that said company executed the same.



[Signature]  
Notary Public

**EXHIBIT A**

[Legal Description of the Easement Area]

That certain real property located in Salt Lake County, Utah, specifically described as follows:

Beginning at a point South 00°01'10" East 72.01 feet from the Northeast corner of Lot 1, Block 50, Plat "A", Salt Lake City Survey and running thence South 00°01'10" East along the easterly line of parcel 15:01:428:017 a distance of 5.00 feet to the Southeast corner of said parcel; thence West along the south line of said parcel 7.13 feet; thence North 81°58'10" West 130.66; thence North along the west line of said parcel 45.68 feet; thence North 89°58'00" East along the north line of said parcel 5.00 feet; thence South 41.34 feet; thence South 81°58'10" East 125.96 feet; thence East 6.77 feet to the point of beginning.

**EXHIBIT B**

[Depiction of the Easement Area]

