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GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: EEP, DEPUTY - MA S P.

8/
WHEN RECORDED, MAIL TO:
Draper City Recorder
1020 East Pioneer Street
Draper, Utah 84020

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the 10/14 day of ^{November} ~~October~~, 2014, by INLAND COCACOLA BOTTLING CORP, a Utah limited liability company ("Grantor") in favor of DRAPER CITY, , a municipal corporation organized and existing under the laws of the State of Utah ("Grantee"). Grantor and Grantee are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party".

RECITALS:

A. The Grantor owns certain tracts of land within Salt Lake County, Utah located at 12634 South 265 West in Draper, Utah 84020 (the "Grantor Parcels").

B. Grantee owns and operates a storm drainage system within Salt Lake County, Utah, a portion of which is to be located on the Grantor's Parcels.

C. Grantee desires to obtain certain easements and rights of way across and with respect to a portion of the Grantor Parcels (the "Storm Drain Easement Area") for use by Grantee in operating, maintaining, repairing and replacing the Storm Water Facilities (defined below) located on the Storm Drain Easement Area. The legal description of the Storm Drain Easement Area is set forth on Exhibit A and shown in map form in Exhibit B. Grantee shall be solely responsible for the construction, operation, and maintenance of the Storm Water Facilities. Grantee shall not take any action that may result in a loss of the Grantor Parcels' status as wetland areas

D. The Grantor has agreed to grant the requested easements to Grantee, and the Parties desire to execute and record this Agreement for the purpose of evidencing of record the foregoing described matters.

AGREEMENT:

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

1. Recitals. The recitals set forth above in this Agreement are hereby incorporated and made a part of this Agreement.

2. Definitions. Certain capitalized terms which are used in this Agreement are previously defined in this Agreement. In addition to those previously defined terms, the following capitalized terms shall have the meanings indicated.

Benefited Parties means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective employees, customers, guests and invitees.

Occupant means any Person who, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

Owner means any Person who, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of the ground leasehold interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term **Owner** shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

Parcel means any of the Grantor Parcels.

Parcels means the Grantor Parcels.

Person means a natural person or a legal entity.

3. Storm Drain and Related Easements.

(a) **Grants of Easements.** The Grantor hereby grants to Grantee a non-exclusive, perpetual easement to intermittently and completely discharge, direct and allow storm water runoff to seep and flow into that certain storm water detention basin and related improvements (the **Storm Water Facilities**) to be installed by Grantee on the Storm Drain Easement Area, along with the limited right of ingress and egress upon Drainage Easement Area to inspect, and if necessary, repair or replace the Storm Water Facilities.

(b) **Restrictions and Requirements.** The Grantor shall not construct or maintain, and shall not permit to be constructed or maintained, any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use or access by Grantee to or across the Storm Drain Easement Area. Grantor and Grantee acknowledge that Grantor has plans to construct a rail line across the easement area, but agree that such work and continued use of the rail line shall not limit or impair the free and unimpeded use or access by Grantee granted by this Easement Agreement.

(c) **Reservation of Rights.** The Grantor reserves the right to utilize the Storm Drain Easement Area for any purpose not inconsistent with the easements granted pursuant to this agreement, including, without limitation, the installation of utilities and the planned rail line.

4. **Duration of Agreement.** Except as provided in this Section, the term of this Agreement is perpetual and this Agreement shall be and remain in force and effect until modified or terminated pursuant to Section 8 of this Agreement. Notwithstanding the foregoing, in the event that Grantor provides alternative facilities to the Grantee that provide Grantee with storm water storage or detention

capacity that is equal to or greater than that provided by the Storm Water Facilities, Grantee agrees that the terms of this Agreement may be altered to either modify the location of the Storm Drain Easement Area, or in the event underground storm water detention facilities are provided, that permits the use of the surface of the Storm Drain Easement Area for other development purposes.

5. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Parties to be and shall constitute covenants running with the land as to the Storm Drain Easement Area, and shall be binding upon and shall inure to the benefit of each Owner any Person who acquires or comes to have any interest in the Storm Drain Easement Area, and their respective Benefitted Parties. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of Grantee. Each Owner shall comply with, and all interests in the Storm Drain Easement Area shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying the Storm Drain Easement Area, the Person so acquiring, coming to have such interest in, or occupying the Storm Drain Easement Area, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

6. Amendment; Termination. This Agreement may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of the Parcels. If the Agreement is terminated, Grantee shall remove the Storm Water Facilities from the Grantor Parcels.

7. Effective on Recording. This Agreement shall be effective and binding only upon recording in the Salt Lake County Recorder's Office.

8. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, its officers, directors, employees, affiliated corporations, representatives, agents, and contractors, from and against any liens (including, without limitation, mechanics' liens, materialmen's liens, suppliers' liens and design professional liens) and/or disputes regarding payment to any third party who supplied labor or materials in connection with or on account of Grantee's use of the Storm Drain Easement Area (excluding any punitive, incidental, special, indirect, or consequential damages), costs and expenses (including reasonable attorneys' fees) resulting from any claims or demands made or brought by any third party as a result of injury, death or damage to property caused by or connected with the Storm Water Facilities or Grantee's or Grantee's representatives or agents' negligence, fault, or omissions related to the Storm Drain Easement Area.

9. Miscellaneous.

(a) Captions. The captions to the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision thereof is construed.

(b) Partial Invalidity. Should any of the provisions of this Agreement prove to be invalid or otherwise ineffective, the other provisions of this Agreement shall remain in full force and effect. There shall be substituted for any such invalid or ineffective provision a provision which, as far as legally possible, most nearly reflects the intention of the Owners hereto.

(c) Applicable Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

(e) No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third Persons against any Owner hereto.

(f) Authority and Further Assurances. Grantee and the Grantor each hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Agreement (as well as the documents referenced herein) and that, to the best of its knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Grantee and the Grantor, and each subsequent Owner shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by any other Owner in order to fully carry out the transactions contemplated by this Agreement.

Grantor:

INLAND COCACOLA BOTTLING CORP,
a Utah limited liability company,
by its Manager, Inland CocaCola Bottling Corp,

By: CB Buckley, sec
~~Jeff Edwards, Senior Vice President - Technology and Supply Chain~~ Christine Buckley, Secretary/cfo
Dated this 10th day of November, 2014.

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

This instrument was acknowledged before me this 10th day of November, 2014, by
~~Jeff Edwards, the Senior Vice President - Technology and Supply Chain for Inland CocaCola Bottling Corp, a Utah limited liability company.~~

Christine Buckley, Secretary

Kathy P. Chek
NOTARY SIGNATURE AND SEAL



Grantee:

Draper City, a municipal corporation organized and existing under the laws of the State of Utah



By: Troy Walker
Print Name: Troy K. Walker
Its: Mayor

Dated this 21st day of November, 2014.

ATTEST: (Signature)
City Recorder

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 21st day of Nov., 2014, before the undersigned notary public in and for the said state, personally appeared Troy K. Walker, known or identified to me to be the Mayor of Draper City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Linda Carol Mandet
NOTARY SIGNATURE AND SEAL



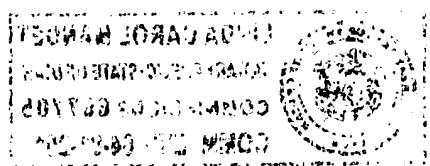
EXHIBIT A
TO
EASEMENT AGREEMENT

Legal Description of Storm Drain Easement Area

Beginning at a point on the west boundary line of the Inland CocaCola Bottling Corp. property, said point being South 89°55'04" East 1718.41 feet along quarter section line and South 01°35'40" East along the west property line of said Inland CocaCola Bottling Corp. a distance of 234.75 from the Southwest corner of said Section 25, Township 3 South, Range 1 West, Salt Lake Meridian;

And running
thence South 89°46'12" East 70.22 feet;
thence South 00°28'02" West 89.36 feet;
thence South 89°36'58" East 108.04 feet;
thence South 00°28'02" West 311.43 feet;
thence South 29°27'43" East 38.91 feet;
thence North 88°27'00" East 96.14 feet;
thence South 00°43'33" East 303.71 feet;
thence South 68°05'04" East 192.45 feet;
thence South 00°16'57" East 277.25 feet
to the south boundary line of the Inland CocaCola Bottling Corp. property; thence along said property line the following two (2) courses; (1) North 89°53'35" West 443.81 feet and (2) North 01°35'40" West 1085.41 feet; to the Point of Beginning.

Contains 298,190 square feet or 6.84 acres, more or less.



**EXHIBIT B
TO
EASEMENT AGREEMENT**

Map Form of Storm Drain Easement Area

