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12/19/2016 2:38:00 PM \$16.00  
Book - 10512 Pg - 5374-5377  
Gary W. Ott  
Recorder, Salt Lake County, UT  
NATIONAL TITLE AGCY OF UT INC  
BY: eCASH, DEPUTY - EF 4 P.

When Recorded, Return to:  
West Jordan Storage, LLC  
95 South River Bend Way, Ste. A  
North Salt Lake, UT 84054

Tax ID # 21-31-126-008 & 21-31-126-011

## STORM EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 19<sup>th</sup> day of December, 2016 by MURDOCK WEST JORDAN, LLC, a Utah Limited Liability Company, a Utah limited liability company (hereinafter referred to as "Grantor").

### RECITALS:

A. Grantor is the owner of the parcels of real property located in Salt Lake County, Utah, described on Exhibit "A" attached hereto and incorporation by this reference (hereinafter the "Property or Properties").

B. Grantor wishes to provide a perpetual Storm Easement. This easement shall be used for excess water runoff created by storms. The beneficiaries of the easement shall be the Grantor and subsequent owners of the property.

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby agree as follows:

1. Grant of Easement. A perpetual, non-exclusive easement is hereby created for, and shall exist with respect to a Storm Easement. The beneficiaries of the easement shall be the Grantor and subsequent owners of the property.

a. The easement hereby granted shall not be used by the owners of the Properties (their successors and assigns) in a manner that will unreasonably interfere with the lawful activities of the owner of the Properties or any business or other operation conducted upon the Properties; and

b. The exact location of the easement hereby granted shall be determined from time to time by the owners of the Properties, as they may reasonably determine without violating 1.a.

2. Benefit and Binding Effect. The easements covenants and restrictions contained in this Agreement shall run with and be binding upon the properties and their Successors in interest and all parties having or acquiring any right, title or interest in or to any part of the Properties or in any easement. Any conveyance of easement rights shall also carry all the duties

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and obligations specified in this Agreement. Each party hereto shall be personally obligated and liable for performing its responsibilities and duties hereunder. Conveyance of title to any of the Properties shall not affect liability or accrued responsibilities.

3. Attorney's Fees. In the event that any party hereto shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

4. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

5. Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

6. Paragraph Headlines. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms and provisions.

7. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

8. Amendments. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

9. Severability. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representative, successors, and assigns.

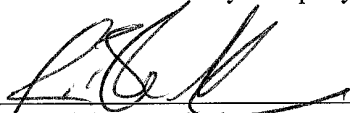
11. Separate Counterparts. This Agreement is being executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

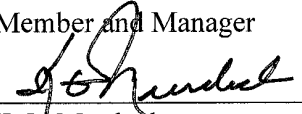
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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

MURDOCK WEST JORDAN, LLC,  
a Utah limited liability company


  
By: J. Blake Murdock  
Its: Member and Manager

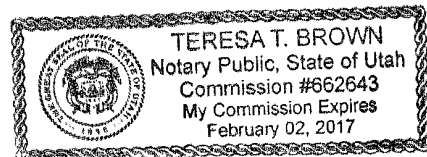
  
By: K.O. Murdock  
Its: Member and Manager

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH     )  
County of Salt Lake <sup>SS</sup>

On the 19 day of December A.D. 2016 personally appeared before me J. Blake Murdock and K.O. Murdock, who being by me duly sworn did say, that they are Member and Manager of MURDOCK WEST JORDAN, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

  
Notary Public  
Commission expires:  
Residing in:



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## **EXHIBIT "A"**

(Storm Easement)

A 20' wide storm drainage easement located in the Northwest Quarter of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a point which is S 89°59'40" W 585.12 feet along the Section Line and South 752.29 feet from the North Quarter Corner of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence N 88°37'10" W 21.96 feet; thence N 23°02'48" W 93.00 feet; thence S 88°37'10" E 21.96 feet; thence S 23°02'48" E 93.00 feet to the point of beginning.

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