

WHEN RECORDED MAIL TO:

Castlewood-Pebble Hills, LLC
6900 South 900 East
Midvale, Utah 84047
Attn: Jared Turnbow

14029291 B: 11379 P: 1454 Total Pages: 12
10/13/2022 01:46 PM By: kkennington Fees: \$60.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Parcel ID Nos.: see attached

STORM DRAIN SYSTEM AND MAINTENANCE EASEMENT

THIS STORM DRAIN SYSTEM, DETENTION BASIN AND MAINTENANCE EASEMENT (“**Agreement**”) is granted, made and entered into as of this 12th day of September 2022, by and between CASTLEWOOD-PEBBLE HILLS, LLC, a Utah limited liability company (the “**Grantor**”) and PEBBLE HILLS ESTATES HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, its successors and assigns (the “**Grantee**”).

RECITALS

A. Grantor is the owner of certain real property located in Salt Lake County, Utah commonly known as Lots 1, 2, 3 and 4 in the Pebble Hills Estate Subdivision, more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference for all purposes (“**Grantor Property**”).

B. Grantor is in the process of developing and improving a residential community to be known as Pebble Hills Estates Subdivision (the “**Project**”) and is making certain infrastructure improvements, including a private storm water drainage system to the Project.

C. Grantee is or will be the homeowners association with the powers of managing and maintaining, among other things, a private storm water drainage system within the Project as more fully set forth in that certain Declaration of Covenants, Conditions and Restrictions for Pebble Hills Estates Subdivision dated October 6, 2022 and recorded on October 13, 2022 in the Office of the Salt Lake County Recorder as Entry No. 14029266.

D. Grantor has agreed to grant and convey to Grantee a perpetual nonexclusive easement for the private storm water drainage system and to utilize the private storm water drainage system and related improvements over that certain property more particularly described in Exhibit “B” attached hereto and incorporated herein (the “**Easement Area**”) and as depicted on Exhibit “C” attached hereto and incorporated herein and for reasonable maintenance rights for such facilities, all as further described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the mutual covenants contained herein, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantee agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee a perpetual nonexclusive easement and right-of-way for access, operation, maintenance, inspection, and repair of a storm water system, and related improvements over, across, under and through the Easement Area (“**Storm Water System**”), and (ii) a nonexclusive perpetual easement for maintenance of the Storm Water System (collectively the “**Easements**”). The Easements herein granted shall include surface drainage rights over and through the Easement Area as well as the right to install underground piping for underground water and drainage flow within the Easement Area.

2. Right of Entry. Grantee, and its contractors, may enter upon Grantor’s Property to service, inspect, maintain, repair, and (if necessary) replace the Storm Water System. In the event Grantee or any other party acting under this provision causes damage to Grantor’s property, the responsible party shall promptly repair and restore the property to the same condition that previously existed at no cost or expense to Grantor.

3. Grantor Covenants. Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over, across, through or under the Easement Area nor change the contour thereof without the written consent of Grantee which consent shall be in its sole discretion. Grantors will not unreasonably interfere with Grantee’s use of the Easements for the purposes stated herein.

4. Reserved.

5. Grantor’s Reservation of Rights. Subject to Section 3 and the terms and provisions hereof, Grantor reserves unto itself the right to cross over Easement Area to place or grant other easements along, or across, the Easement Area, and to otherwise make improvements to the Easement Area, so long as such uses and improvements do not materially impair or diminish Grantee’s use of the Easements for the purposes herein granted. Grantee shall exercise its use of the Easements in a manner that does not unreasonably burden Grantor in the enjoyment or ownership of the Easement Area or Grantor’s Property.

6. Maintenance. Grantee shall be responsible, at its sole cost and expense, for maintaining the Storm Water System in good condition and repair.

7. Liens. Grantee shall not cause or allow any claims, liens, or encumbrances to be attached to the Easement Area. In the event any such claims, liens, or encumbrances are attached to the Easement Area, Grantee agrees to defend and reimburse Grantor for any costs of defense and remediation.

8. Liability and Insurance. Grantee shall provide at its expense and keep in full force during the term of this Agreement, general liability insurance in an amount which is commercially reasonable in accordance with local standards with respect to injury to or death of any one or more persons in any one accident or other occurrence, and damages to property within the Easement Area.

9. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

10. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the parties' use of the Easement Area.

11. No Waiver. Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

12. Authority. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

13. Costs and Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise.

14. Enforcement. Each party shall have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Agreement, and if that party prevails in such action, it shall recover as part of its costs all reasonable attorney's fees, court costs and expert witness fees.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

16. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

17. Duration and Amendment. This Agreement shall be recorded in the Office of the Salt Lake County Recorder. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties, and recorded in the Office of the Salt Lake County Recorder, Utah. The parties may amend this Agreement only by a written instrument executed by the parties, and recorded in the Office of the Salt Lake County Recorder, Utah.

18. Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public, for the general public, or

for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. The Parties agree that the Storm Water System may be dedicated to a public entity which agrees to accept the same. However, any such dedication shall be by separate instrument and this Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

19. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute the Agreement.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

22. Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

CASTLEWOOD – PEBBLE HILLS, LLC, a Utah
limited liability company

By: 

Its: MANAGER

GRANTEE:

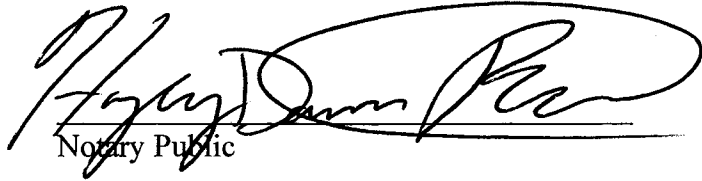
PEBBLE HILLS ESTATES HOMEOWNERS
ASSOCIATION, INC, a Utah non-profit corporation

By: 

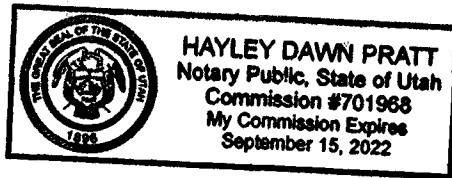
Its: MANAGER

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12TH day of September, 2022, by Russell Harris, as MANAGER, on behalf of PEBBLE HILLS ESTATES HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation.

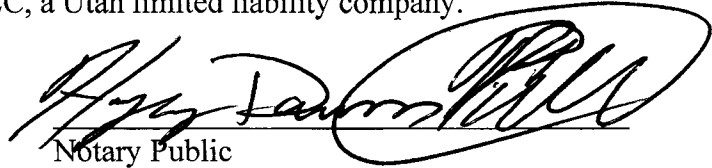

Notary Public

SEAL:



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12TH day of September, 2022, by Russell Harris, as MANAGER of CASTLEWOOD - PEBBLE HILLS, LLC, a Utah limited liability company.


Notary Public

SEAL:

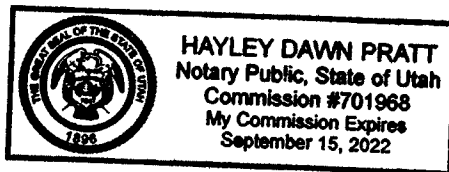


EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

LEGAL DESCRIPTION
PREPARED FOR
SANDY CHURCH PROPERTY SUBDIVISION
SANDY CITY, UTAH
(October 26, 2020)
20-0364

BOUNDARY DESCRIPTION

A portion of the SE1/4 of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Sandy City, Utah, more particularly described as follows:

Beginning at a point on the North line of 8600 South Street and West line of Fayeway Drive, located N89°59'10"W along the Section line 1,194.89 feet and N00°00'50"E 40.00 feet from the Southeast Corner of Section 32, T2S, R1E, SLB&M; thence N89°59'10"W along the North line of 8600 South Street 410.43 feet to the Southeast Corner of Lot 201, HARVARD PARK NO. 2, according to the Official Plat thereof recorded November 17, 1975 as Entry No. 2760921 in Book 75-11 of Plats on Page 181 in the Office of the Salt Lake County Recorder; thence along said plat the following two (2) courses: 1) N00°10'10"E 313.00 feet; 2) S89°59'10"E 285.43 feet to the Westerly line of WARE SUBDIVISION, according to the Official Plat thereof recorded February 29, 1960 as Entry No. 1703171 in Book U of Plats on Page 80 in the Office of the Salt Lake County Recorder; thence N00°10'10"E along said plat 7.00 feet to the Southwest Corner of Lot 24 of said plat; thence S89°59'10"E along said lot 125.00 feet to the Westerly line of Fayeway Drive; thence S00°10'10"W along said street 320.00 feet to the point of beginning.

Contains: 2.97 acres+/-

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT AREA

**STORM DRAIN EASEMENT DESCRIPTION
PREPARED FOR CASTLEWOOD DEVELOPMENT
PEBBLE HILLS
SANDY CITY, UTAH**

01/05/22

20-0364

(JDL)

14.3 'STORM DRAIN EASEMENT DESCRIPTION

A part of the SE 1/4 Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Sandy City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1 PEBBLE HILLS ESTATES SUBDIVISION, on file and record in the office of the Salt Lake County Recorder said point is located S89°59'10"E 1045.39 along the Section line and N0°00'50"E 40.00 feet, from the South 1/4 Corner of Section 32 Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N00°10'10"E 250.00 feet; thence S89°49'50"E 14.30 feet; thence S00°10'10"W 250.00 feet; thence N89°49'50"W 14.30 feet to the point of beginning.

Contains: 3,750 square feet +/-

EXHIBIT "C"

DEPICTION OF EASEMENT AREA

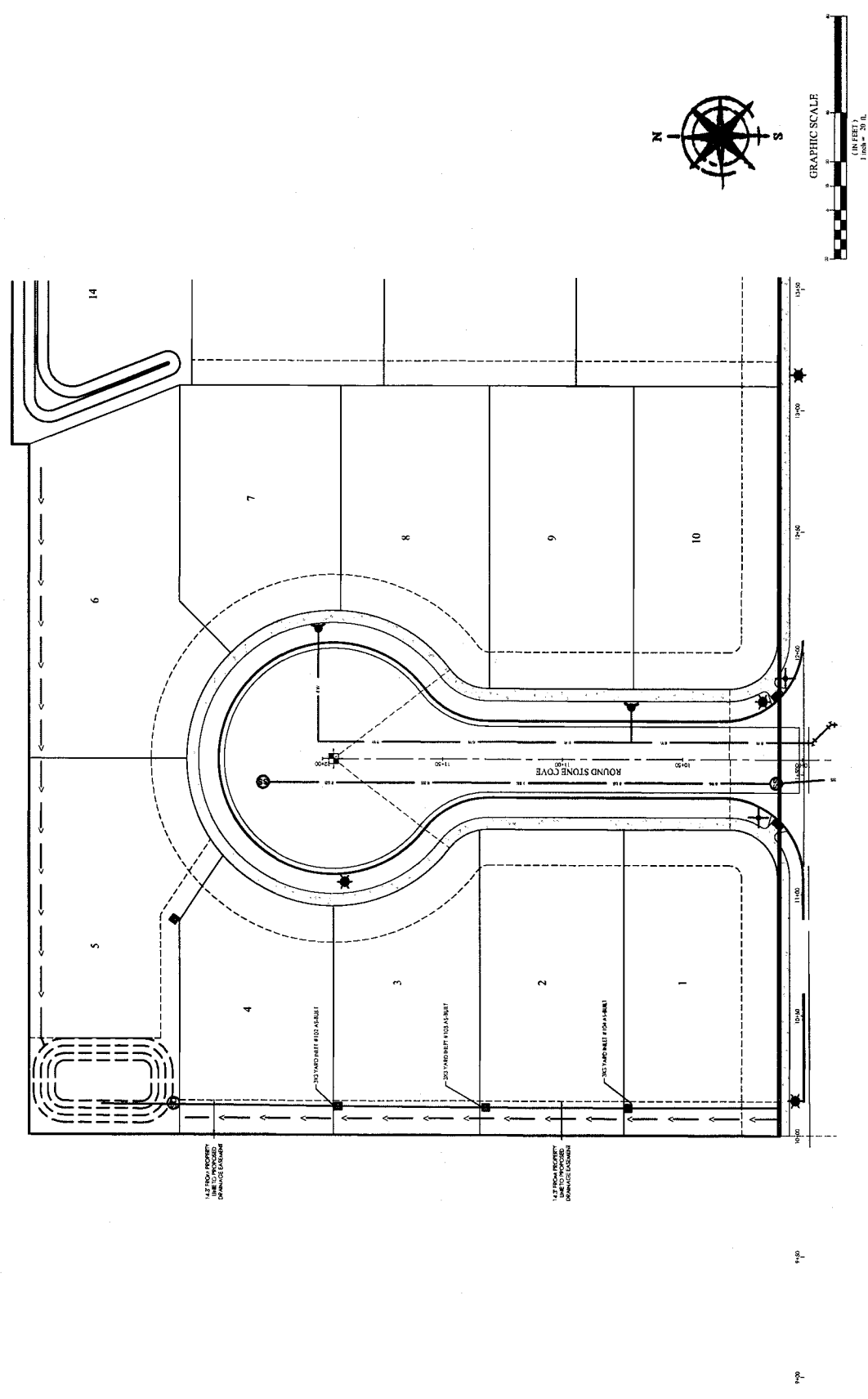
PROJECT NO.		13121
DATE		12/21/11
DRAWN BY		WJL
CHECKED BY		WJL
SCALE		AS SHOWN

EXHIBIT I
DRAINAGE BASEMENT EXHIBIT

DATE	DESCRIPTION

PEBBLE HILLS
 SANDY, UT
DRAINAGE BASEMENT EXHIBIT

FOCUS
 ENGINEERING AND SURVEYING, LLC
 6949 S. HIGH TECH DRIVE SUITE 200
 MIDVALE, UT 84047 PH: (801) 352-0075
 www.focusuk.com





Subdivision Name
PEBBLE HILLS ESTATES SUBDIVISION

Dedication Type: SUBDIVISION **Subdivision Completion Status** • Completed
Entry Number: 13799445 **Plat Book:** 2021P **Plat Page:** 258 **Recorded Date:** 10/15/2021 **Recorded Time:** 11:11 AM
Requesting Party: CASTLEWOOD DEVELOPEMENT

Active Parcel Numbers Found: 19

Parcel Number	Lot/Unit	Val	Blck/Bldg	Val	Type	Property Location	City	Zip Code
22324530370000	LOT	5				8546 S ROUND STONE CV	SANDY	84094
22324530380000	LOT	4				8554 S ROUND STONE CV	SANDY	84094
22324530390000	LOT	3				8562 S ROUND STONE CV	SANDY	84094
22324530400000	LOT	2				8574 S ROUND STONE CV	SANDY	84094
22324530410000	LOT	1				8582 S ROUND STONE CV	SANDY	84094
22324530424001	LOT	6				8543 S ROUND STONE CV	SANDY	84094
22324530424002	LOT	6				8547 S ROUND STONE CV	SANDY	84094
22324530434001	LOT	7				8557 S ROUND STONE CV	SANDY	84094
22324530434002	LOT	7				8559 S ROUND STONE CV	SANDY	84094
22324530444001	LOT	8				8569 S ROUND STONE CV	SANDY	84094
22324530444002	LOT	8				8573 S ROUND STONE CV	SANDY	84094
22324530454001	LOT	9				8577 S ROUND STONE CV	SANDY	84094
22324530454002	LOT	9				8579 S ROUND STONE CV	SANDY	84094
22324530464001	LOT	10				8581 S ROUND STONE CV	SANDY	84094
22324530464002	LOT	10				8583 S ROUND STONE CV	SANDY	84094
22324530470000	LOT	14				8544 S FAYEWAY DR	SANDY	84094
22324530480000	LOT	13				8558 S FAYEWAY DR	SANDY	84094
22324530490000	LOT	12				8564 S FAYEWAY DR	SANDY	84094
22324530500000	LOT	11				8578 S FAYEWAY DR	SANDY	84094

Subdivision Abstract Parcel Numbers

Parcel Number	Differs	Row/Ease	Less&Except	Area	Sec	1/4	Block	Lot	City Plat	City Block	City Lot	Lot	Value	Blk	Value	Subdivision
22324530250000				22	32	SE										
22324530260000				22	32	SE										
22324530360000												LOT	25			WARE 1
22324530360000												LOT	26			WARE 1
22324530360000												LOT	27			WARE 1
22324530360000												LOT	28			WARE 1