

14202609 B: 11470 P: 6872 Total Pages: 11  
02/08/2024 11:18 AM By: zjorgensen Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN - SOUTH JORDAN  
10808 S RIVER FRONT PKWY STE 1SOUTH JORDAN, UT 840955961

UPON RECORDING RETURN TO:

Lennar Homes of Utah, LLC  
111 E Sego Lily Dr #150  
Sandy, UT 84070  
Attention: William Ryan

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Tax ID 20-26-457-006-0000

### **STORM DRAIN EASEMENT AGREEMENT**

This Storm Drain Easement Agreement (this “Agreement”) is entered into to be effective as of January 19, 2024 (the “Effective Date”), between **WEST BENCH, LLC**, a Utah limited liability company, and **YELLOWSTONE LEGACY, LLC**, a Utah limited liability company, as tenants in common (collectively, “Grantor”) and the **LENNAR HOMES OF UTAH, LLC**, a Delaware limited liability company (the “Grantee”).

#### Recitals

A. Grantor owns the real property located in the City of West Jordan, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the “Property”).

B. Grantee owns the real property located in the City of West Jordan, Salt Lake County, Utah, more particularly described on Exhibit B (the “Benefited Property”).

C. Grantor now desires to grant Grantee an easement for a storm drain and related improvements over those portions of the Property depicted and described on Exhibit C attached hereto, subject to the terms and conditions set forth herein (the “Easement Area”).

#### Agreement

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee, its successors and assigns (and for the benefit of the Benefited Property), over and across the Easement Area owned by Grantor a permanent, nonexclusive easement (the “Easement”) to construct, use, maintain, repair, replace and remove, a storm drainage easement and related appurtenances thereto, including without limitation improvements related to the “LID” system, (collectively, the “Improvements”) as generally shown on the plans included on Exhibit D attached hereto; together with vehicular and pedestrian ingress and egress over the Easement Area for the foregoing purposes. In connection with the exercise of its rights pursuant to the Easement, Grantee may permit its contractors, subcontractors, employees and agents to enter upon the Easement Area for the purposes set forth above, subject to their compliance with the terms and conditions of this Agreement.

2. Temporary Construction Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee, its successors and assigns (and for the benefit of the

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Benefited Property), over and across the Property a temporary, non-exclusive construction easement to facilitate Grantee's construction and installation of the Improvements, together with vehicular and pedestrian ingress and egress over the Property for the foregoing purposes (the "**Temporary Easement**"). The term of the Temporary Easement shall commence on the Effective Date and shall terminate upon the earlier of Grantee's full completion of the Improvements or eighteen (18) months after the date on which Grantee first mobilizes within the Temporary Easement, as such term may be extended due to force majeure.

3. **Reserved Rights.** Grantor shall have the right to use the Easement Area and to grant third party easements and perform any activities within the Easement Area, if such uses and grants do not materially interfere with Grantee's beneficial use and enjoyment of the Easement.

4. **Maintenance and Repair; Association.** Grantee shall keep the Improvements in good working order and repair. Except when an emergency requires immediate maintenance of the Improvements, Grantee shall deliver written notice to Grantor at least 30 days prior to any excavation of the Improvements or other maintenance that could affect any improvements located on or above the Easement Area, which notice shall describe Grantee's intended activities with respect thereto. In cases of emergency requiring immediate maintenance of the Improvements, Grantee shall notify Grantor as soon as possible in respect thereof. Grantee shall (i) make reasonable efforts to cooperate with Grantor to minimize damage to and interference with the use and operation of any improvements located on the Easement Area; (ii) not damage or interfere with the use and operation of any improvements on or within the real property outside of the Easement Area; and (iii) complete its installation, construction, maintenance, alteration, repair, operation and removal of the Improvements as quickly as reasonably practicable. Grantee shall repair any damage to the surface of the Property or any improvements located thereon caused by its use or work within the Easement Area or the Improvements therein. The parties acknowledge that Grantee's rights and obligations related to the operation, maintenance, repair and replacement of the Improvements hereunder shall be assigned by Grantee to, and assumed by the homeowners' association ("**Association**") serving Grantor's community being constructed near the Property, after the completion of the Improvements, the conveyance to the Association of Grantee's rights hereunder, and, if applicable, conveyance of title to the Improvements to the Association. Following such completion and conveyance, Grantee shall be released from its obligations and liabilities in this Agreement.

5. **Release.** To the fullest extent permitted by law, Grantee hereby releases Grantor, and all of its respective directors, officers, employees and agents (collectively with Grantor, "**Grantor Related Party**"), and no Grantor Related Party shall be liable in any manner to Grantee or any other person claiming through Grantee for any death, injury, loss, damage, cost or expense of any nature whatsoever resulting from any act or omission occurring on or about the Easement Area relating to the use, operation or control of the Easement, except to the extent that the same results from the negligence or willful misconduct of the Grantor Related Party.

6. **Mechanic's Liens.** Grantee shall not permit any mechanic's or materialman's liens to be enforced against the Easement Area in connection with any work performed over, under or across the Easement Area by or at the direction of Grantee or materials furnished in connection with such work. If such a lien is filed, Grantee shall cause the lien to be promptly removed.

7. **Notices.** All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by registered or certified mail, by facsimile transmission, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To Grantor: West Bench, LLC  
3575 Charleston Lane  
Idaho Falls, ID 83404  
Attention: Craig Jensen

Yellowstone Legacy, LLC  
1524 East Arlington Drive  
Salt Lake City, UT 84103  
Attention: Richard H. Jensen

To Grantee: Lennar Homes of Utah, LLC  
111 E Sego Lily Dr #150  
Sandy, UT 84070  
Attention: William Ryan

or to such other address or such other person as the addressee party shall have last designated by Notice to the other party and Escrow Agent. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, (so long as confirmed by the appropriate automatic confirmation page), electronic mail (so long as delivery or receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any party hereto may be given by legal counsel for such party. Telephone numbers are provided herein for convenience only and shall not alter the manner of giving Notice set forth in this Section.

8. Amendment. This Agreement may be amended only by a written instrument duly executed, delivered by Grantor and Grantee and recorded in the records of Salt Lake County, Utah.

9. Easements Appurtenant. The benefits and burdens of the Easement and covenants herein shall run with and be appurtenant to the Benefited Property and Easement Area, such that a transfer of legal title to all or a portion of the Benefited Property or Easement Area shall automatically transfer an interest in such benefits and burdens.

10. **Compliance with Law.** Grantee shall, at its sole cost and expense, comply with all applicable codes, laws, ordinances, orders, rules, regulations, statutes and other governmental requirements regarding the use and operation of the Easement Area.

11. Costs of Legal Proceedings. If either party institutes legal proceedings with respect to this Agreement against the other party, the prevailing party shall be entitled to court costs and

reasonable attorneys' fees incurred by such party or parties in connection with such legal proceedings.

12. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah and any legal action concerning the provisions hereof shall be brought in Salt Lake County, Utah.

13. Entire Agreement. This Agreement constitutes the entire agreement between Grantee and Grantor concerning the subject matter hereof and supersedes any prior or contemporaneous agreements between Grantee and Grantor concerning the subject matter hereof.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**GRANTOR (as tenants in common):**

**WEST BENCH, LLC**, a Utah limited liability company

By: E. D. J.  
Name: Eric D. Jensen  
Its: Manager

**YELLOWSTONE LEGACY, LLC**, a Utah limited liability company

By: R. H. Jensen  
Name: Richard H. Jensen  
Its: Manager

*[Grantor acknowledgements on following page]*

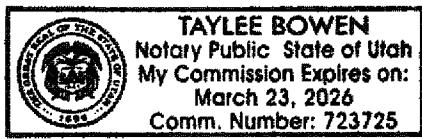
**ACCOMMODATION RECORDING ONLY**

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company makes no representation as to the condition of title and hereby expressly disclaims any responsibility or liability for the content, validity, accuracy, sufficiency, or effects of the document.

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.  
 )

The foregoing was acknowledged before me this 30 of January 19, 2024,  
by Eric Jensen, as Manager of West Bench, LLC, a Utah limited liability  
company.

WITNESS my hand and official seal



Taylee Bowen  
Notary Public

My Commission Expires: March 23, 2026

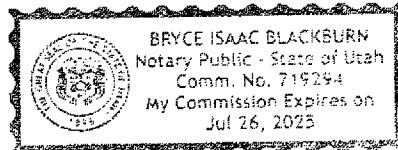
STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.  
 )

The foregoing was acknowledged before me this 5 of January 19, 2024,  
by Richard Jensen, as Manager of Yellowstone Legacy, LLC, a Utah limited liability  
company.

WITNESS my hand and official seal

Bryce Blackburn  
Notary Public

My Commission Expires: July 26, 2025



*[Grantee's signatures on following page]*

**GRANTEE:**

**LENNAR HOMES OF UTAH, LLC**, a Delaware  
limited liability company

By   
Name: Emily J. Mugleston  
Title: Division President

STATE OF UTAH

)

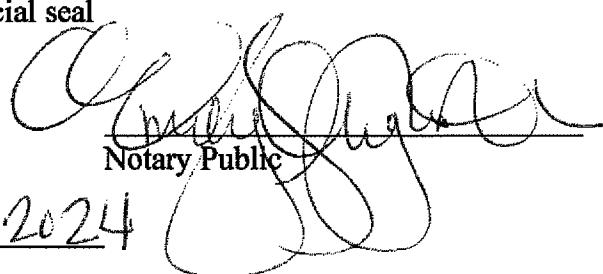
) ss.

COUNTY OF SALT LAKE

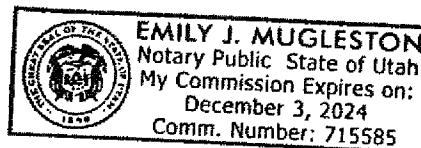
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The foregoing was acknowledged before me this 19 of January, 2024,  
by Emily J. Mugleston, as Division President of Lennar Homes of Utah, LLC, a Delaware  
limited liability company.

WITNESS my hand and official seal

  
Notary Public

My Commission Expires: 12/3/2024



**EXHIBIT A**

**Depiction and Description of Property**

**LEGAL DESCRIPTION**

**PREPARED FOR WEST BENCH LLC; YELLOWSTONE LEGACY, LLC  
SIENNA HILLS II PHASE 1  
WEST JORDAN CITY, UTAH**  
JUNE 30, 2023  
22-0433  
(JPW/RM)

**STORM DRAIN EASEMENT LEGAL DESCRIPTION**

Located within a parcel identified by the Salt Lake County Recorder's office as 20-26-457-006, being located in the Southeast Quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in the City of West Jordan, Salt Lake County, State of Utah, being more particularly described as follows:

Beginning at a point located on a southeasterly Deed line of that Special Warranty Deed thereof recorded February 1, 2022 as Entry No. 13882653 in Book 11301, at Page 4784 in the Salt Lake County Recorder's Office, said point being S89°43'41"W 2079.16 feet along the Quarter Section line and S00°16'19"E 1435.77 feet from the East Quarter Corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence along said Deed line N77°32'00"E 30.06 feet; thence S60°45'22"E 67.08 feet to the southwesterly right of way of COPPER RIM DRIVE, according to the official plat thereof recorded August 4, 2020 in Book 2020P at Page 186; thence along said right of way the following two (2) courses: (1) Southeasterly along the arc of a non-tangent curve to the right having a radius of 1,915.17 feet (radius bears: S53°13'13"W) a distance of 40.26 feet through a central angle of 01°12'17" Chord: S36°10'26"E 40.26 feet; thence (2) Southwesterly along the arc of a non-tangent curve to the right having a radius of 37.50 feet (radius bears: N66°18'15"W) a distance of 3.26 feet through a central angle of 04°58'28" Chord: S26°10'59"W 3.25 feet; thence N60°45'22"W 126.30 feet to the point of beginning.

Containing 1995 square feet or 0.05 acres +/-

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**EXHIBIT B**

### Depiction and Description of Benefited Property

**SIENNA HILLS II  
FINAL PLAT PHASE 1**  
LOCATED IN THE SOUTHERN HALF OF SECTION 18, T18 S., R12 E.  
CULLEN, BUREAU & MERRILL  
WEST JORDAN CITY, SALT LAKE COUNTY, UTAH

**FOR REVIEW ONLY**

**STANDARD PLAT INFORMATION**

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	100	100	18	100-109
100-109	101	101	18	100-109
100-109	102	102	18	100-109
100-109	103	103	18	100-109
100-109	104	104	18	100-109
100-109	105	105	18	100-109
100-109	106	106	18	100-109
100-109	107	107	18	100-109
100-109	108	108	18	100-109
100-109	109	109	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	110	110	18	100-109
100-109	111	111	18	100-109
100-109	112	112	18	100-109
100-109	113	113	18	100-109
100-109	114	114	18	100-109
100-109	115	115	18	100-109
100-109	116	116	18	100-109
100-109	117	117	18	100-109
100-109	118	118	18	100-109
100-109	119	119	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	120	120	18	100-109
100-109	121	121	18	100-109
100-109	122	122	18	100-109
100-109	123	123	18	100-109
100-109	124	124	18	100-109
100-109	125	125	18	100-109
100-109	126	126	18	100-109
100-109	127	127	18	100-109
100-109	128	128	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	129	129	18	100-109
100-109	130	130	18	100-109
100-109	131	131	18	100-109
100-109	132	132	18	100-109
100-109	133	133	18	100-109
100-109	134	134	18	100-109
100-109	135	135	18	100-109
100-109	136	136	18	100-109
100-109	137	137	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	138	138	18	100-109
100-109	139	139	18	100-109
100-109	140	140	18	100-109
100-109	141	141	18	100-109
100-109	142	142	18	100-109
100-109	143	143	18	100-109
100-109	144	144	18	100-109
100-109	145	145	18	100-109
100-109	146	146	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	147	147	18	100-109
100-109	148	148	18	100-109
100-109	149	149	18	100-109
100-109	150	150	18	100-109
100-109	151	151	18	100-109
100-109	152	152	18	100-109
100-109	153	153	18	100-109
100-109	154	154	18	100-109
100-109	155	155	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	156	156	18	100-109
100-109	157	157	18	100-109
100-109	158	158	18	100-109
100-109	159	159	18	100-109
100-109	160	160	18	100-109
100-109	161	161	18	100-109
100-109	162	162	18	100-109
100-109	163	163	18	100-109
100-109	164	164	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	165	165	18	100-109
100-109	166	166	18	100-109
100-109	167	167	18	100-109
100-109	168	168	18	100-109
100-109	169	169	18	100-109
100-109	170	170	18	100-109
100-109	171	171	18	100-109
100-109	172	172	18	100-109
100-109	173	173	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	174	174	18	100-109
100-109	175	175	18	100-109
100-109	176	176	18	100-109
100-109	177	177	18	100-109
100-109	178	178	18	100-109
100-109	179	179	18	100-109
100-109	180	180	18	100-109
100-109	181	181	18	100-109
100-109	182	182	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	183	183	18	100-109
100-109	184	184	18	100-109
100-109	185	185	18	100-109
100-109	186	186	18	100-109
100-109	187	187	18	100-109
100-109	188	188	18	100-109
100-109	189	189	18	100-109
100-109	190	190	18	100-109
100-109	191	191	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	192	192	18	100-109
100-109	193	193	18	100-109
100-109	194	194	18	100-109
100-109	195	195	18	100-109
100-109	196	196	18	100-109
100-109	197	197	18	100-109
100-109	198	198	18	100-109
100-109	199	199	18	100-109
100-109	200	200	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	201	201	18	100-109
100-109	202	202	18	100-109
100-109	203	203	18	100-109
100-109	204	204	18	100-109
100-109	205	205	18	100-109
100-109	206	206	18	100-109
100-109	207	207	18	100-109
100-109	208	208	18	100-109
100-109	209	209	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	210	210	18	100-109
100-109	211	211	18	100-109
100-109	212	212	18	100-109
100-109	213	213	18	100-109
100-109	214	214	18	100-109
100-109	215	215	18	100-109
100-109	216	216	18	100-109
100-109	217	217	18	100-109
100-109	218	218	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	219	219	18	100-109
100-109	220	220	18	100-109
100-109	221	221	18	100-109
100-109	222	222	18	100-109
100-109	223	223	18	100-109
100-109	224	224	18	100-109
100-109	225	225	18	100-109
100-109	226	226	18	100-109
100-109	227	227	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	228	228	18	100-109
100-109	229	229	18	100-109
100-109	230	230	18	100-109
100-109	231	231	18	100-109
100-109	232	232	18	100-109
100-109	233	233	18	100-109
100-109	234	234	18	100-109
100-109	235	235	18	100-109
100-109	236	236	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	237	237	18	100-109
100-109	238	238	18	100-109
100-109	239	239	18	100-109
100-109	240	240	18	100-109
100-109	241	241	18	100-109
100-109	242	242	18	100-109
100-109	243	243	18	100-109
100-109	244	244	18	100-109
100-109	245	245	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	246	246	18	100-109
100-109	247	247	18	100-109
100-109	248	248	18	100-109
100-109	249	249	18	100-109
100-109	250	250	18	100-109
100-109	251	251	18	100-109
100-109	252	252	18	100-109
100-109	253	253	18	100-109
100-109	254	254	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	255	255	18	100-109
100-109	256	256	18	100-109
100-109	257	257	18	100-109
100-109	258	258	18	100-109
100-109	259	259	18	100-109
100-109	260	260	18	100-109
100-109	261	261	18	100-109
100-109	262	262	18	100-109
100-109	263	263	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	264	264	18	100-109
100-109	265	265	18	100-109
100-109	266	266	18	100-109
100-109	267	267	18	100-109
100-109	268	268	18	100-109
100-109	269	269	18	100-109
100-109	270	270	18	100-109
100-109	271	271	18	100-109
100-109	272	272	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	273	273	18	100-109
100-109	274	274	18	100-109
100-109	275	275	18	100-109
100-109	276	276	18	100-109
100-109	277	277	18	100-109
100-109	278	278	18	100-109
100-109	279	279	18	100-109
100-109	280	280	18	100-109
100-109	281	281	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	282	282	18	100-109
100-109	283	283	18	100-109
100-109	284	284	18	100-109
100-109	285	285	18	100-109
100-109	286	286	18	100-109
100-109	287	287	18	100-109
100-109	288	288	18	100-109
100-109	289	289	18	100-109
100-109	290	290	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	291	291	18	100-109
100-109	292	292	18	100-109
100-109	293	293	18	100-109
100-109	294	294	18	100-109
100-109	295	295	18	100-109
100-109	296	296	18	100-109
100-109	297	297	18	100-109
100-109	298	298	18	100-109
100-109	299	299	18	100-109

**LOT AREA**

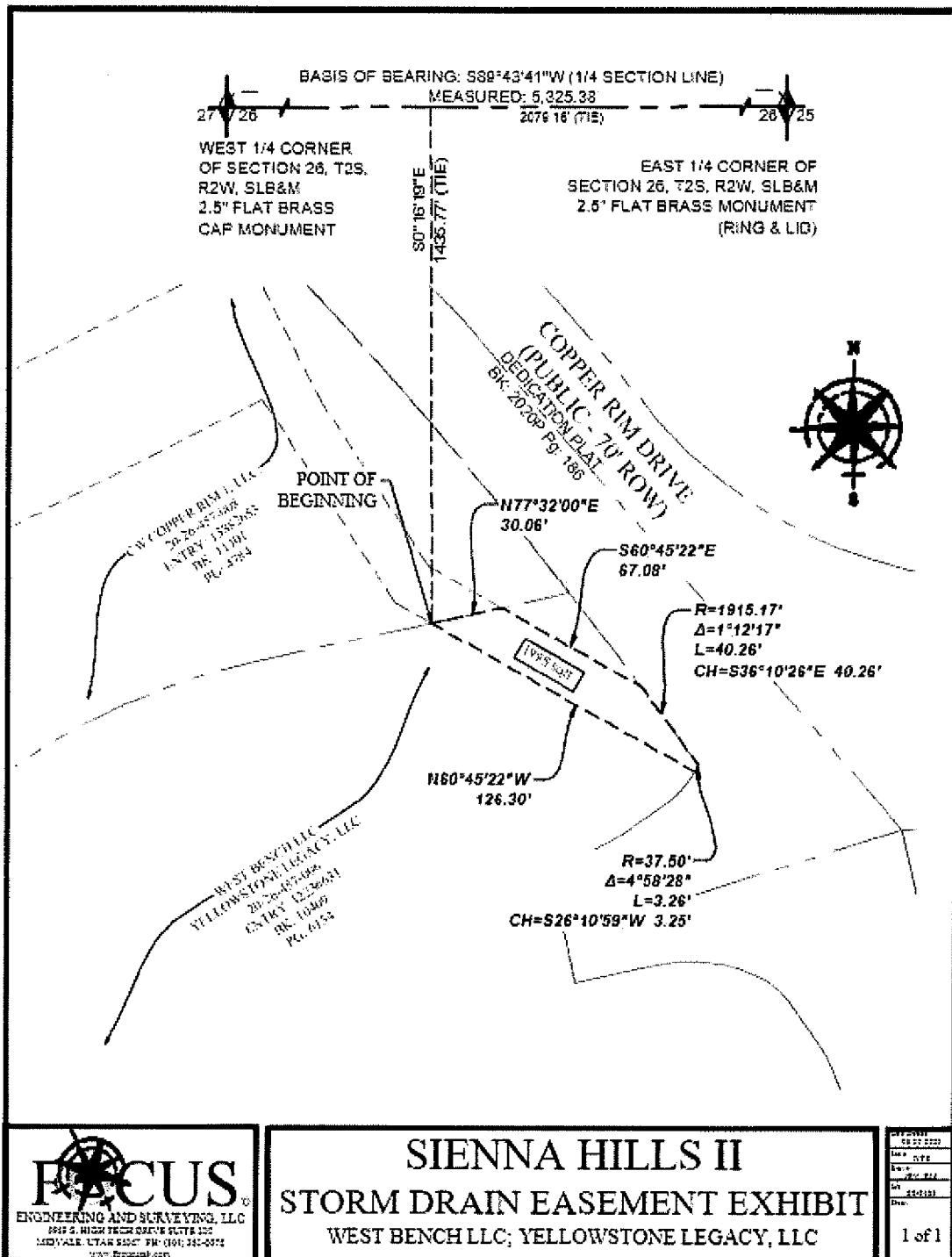
Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	300	300	18	100-109
100-109	301	301	18	100-109
100-109	302	302	18	100-109
100-109	303	303	18	100-109
100-109	304	304	18	100-109
100-109	305	305	18	100-109
100-109	306	306	18	100-109
100-109	307	307	18	100-109
100-109	308	308	18	100-109

**LOT AREA**

Lot Area	Lot No.	Block No.	Section No.	Block Description
100-109	309	309	18	100-109
100-109	310	310	18	100-109
100-109	311	311	18	100-109
100-109	312			

## EXHIBIT C

### Depiction and Description of Easement Area



## EXHIBIT D

### Summary of Plans for Improvements

