

WHEN RECORDED, MAIL TO:

Edge Homes Utah  
Attn: Paxton Guymon  
General Counsel  
13702 S. 200 W. #B12  
Draper, Utah 84020

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## **EASEMENT FOR STORM DRAIN SYSTEM**

(Affects Salt Lake County Parcel 21-20-107-009)

For good and valuable consideration, the undersigned property owners (collectively, "Grantors"), hereby convey and grant unto PKEG INVESTMENTS, LLC, a Utah limited liability company, and its successors-in-interest and assigns (collectively, "Grantee") a permanent storm drain easement (the "Easement") over and through the northern portion (backyard) of Grantors' property in Taylorsville City, Utah, identified as Salt Lake County Parcel 21-20-107-009. The location and dimensions of the Easement are described as follows (the "Easement Property"):

*See Legal Description of the Easement attached hereto as Exhibit "A" and incorporated herein by this reference*

*A map of the Easement is also attached hereto as Exhibit "A"*

Burdened and Benefitted Parcels: The parcel of real property that is burdened by the Easement (i.e., the "servient estate") is Salt Lake County Tax Parcel 21-20-107-009, owned by the undersigned Grantors. The parcels of real property that are benefitted by the Easement (i.e., the "dominant estate") are Salt Lake County Tax Parcels 21-19-200-052 and 21-19-200-027, both of which are owned or controlled by PKEG Investments, LLC. The parcels constituting the dominant estate have been approved by Taylorsville City for development of a new residential community known as "*Taylor Villas*" (the "Project"). A new stormwater detention basin will be constructed and installed in the southeastern corner of the Project. The Easement herein granted will allow for a subsurface stormwater discharge line to be installed along the backyard of the Grantors' property running west to east, to allow stormwater to flow from the stormwater detention basin in the Project through the subsurface storm drain pipe in the Grantors' backyard and connecting to the City's stormwater system beneath 3975 West.

Additional Terms: The Easement granted hereby shall be governed by and include the following terms and conditions:

1. The Easement Property may be used for the construction, installation, operation, maintenance, inspection, and repair of an underground storm water pipe no more than 24" inches in diameter and related improvements (collectively, the "Storm Drain System"). Grantee and its successors in interest (and their respective contractors) shall have the right to use the Easement and Storm Drain System to channel storm water through the storm drain improvements in an easterly direction, flowing from the Project (defined above) into Taylorsville City's stormwater system beneath 3975 West.

2. Grantee, and its successors and contractors, may enter upon Grantors' property to service, inspect, maintain, repair, and replace the Storm Drain System, all at no cost or expense to Grantors.

3. In installing the Storm Drain System within the Easement along Grantors' backyard, Grantee and its contractors shall take commercially reasonable, diligent efforts to minimize disruption and damage to Grantors' property, landscaping, and improvements. After installing the Storm Drain System, Grantee and its contractors shall restore the surface improvements and landscaping on Grantor's property to the same condition that existed before the Storm Drain System was installed.

4. Grantee and its successors shall (and hereby do) indemnify and hold Grantors harmless from and against all costs, expenses, liens, injuries, claims, and damages relating to or arising out of the installation and use of the Storm Drain System. Grantee and its successors and assigns hereby release Grantors from any and all claims relating to the condition of the Easement Property. Grantee accepts the Easement Property and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied.

5. All future work within the Easement shall be done with reasonable care, and that all damages to the premises caused thereby shall be repaired by and at the expense of Grantee. Grantee, at its sole cost and expense, shall maintain and repair the Storm Drain System in good order and condition. In the event Grantee needs to access the Easement Property to perform any maintenance, repair, or restoration work for the Storm Drain System, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to the Grantors' use and occupancy of the Grantor's property, and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency). In the event Grantee or any other party acting under this provision causes damage to Grantors' property, the responsible party shall promptly repair and restore the property to the same condition that previously existed at no cost or expense to Grantors.

6. Grantors will not unreasonably interfere with Grantee's use of the Easement for the purposes stated herein. Grantors shall not cause any damage to the Storm Drain System. Grantors shall not install any vertical improvements within the Easement Property except for the existing fence along the northern boundary of Grantors' property.

7. After the Storm Drain System has been installed and Grantors' property has been restored and repaired, the rights and obligations of the "Grantee" under this document shall be transferred to and assumed by the homeowners association of the Project. Thereafter, the sole party responsible for fulfilling and satisfying the obligations of the "Grantee" under this easement instrument shall be said homeowners association. Alternatively, if desired by Taylorsville City, Grantee shall have the right to assign and dedicate the Easement and the Storm Drain System to the City, in which event the City will thereafter be responsible for the maintenance and repair of the Storm Drain System.

8. Any claim, action, or other legal proceeding brought hereunder shall be governed by the laws of the State of Utah. The prevailing party in any litigation relating to or involving this Easement shall be awarded reasonable attorneys' fees, costs, and expenses.

9. The rights and privileges granted herein shall inure to the benefit of Grantee, Grantors, and their respective successors-in-interest or assigns. This easement instrument shall run with the land and be binding and inure to the benefit of the existing and future owners of the Grantors' property and the Project.

This instrument and the Easement granted herein may not be terminated, extended, modified or amended without the written consent of Grantors and Grantee, or their successors-in-interest or assigns,

and any such termination, extension, modification or amendment shall be effective only when duly signed and recorded in the official records of the Salt Lake County Recorder.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.

**GRANTORS:**



Bruce E. Holman

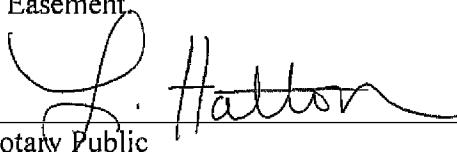
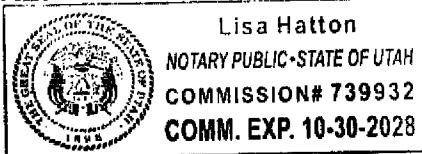


Susan J. Holman

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

The foregoing instrument was acknowledged before me this 5 day of February, 2025, by Bruce E. Holman and Susan J. Holman, husband and wife, as joint tenant owners of Salt Lake County Tax Parcel 21-20-107-009, the "Grantors" of the foregoing Easement.

**SEAL:**

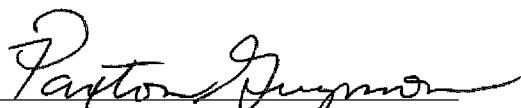


Lisa Hatton

Notary Public

**GRANTEE:**

*PKEG Investments, LLC*



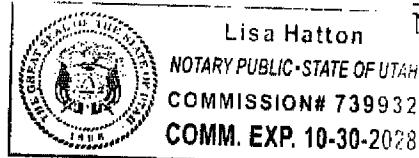
Paxton Guymon

Paxton Guymon, Manager

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

The foregoing instrument was acknowledged before me this 5 day of February, 2025, by Paxton Guymon as Manager of PKEG Investments, LLC, the "Grantee" of the foregoing Easement.

**SEAL:**



Lisa Hatton

Notary Public

**Exhibit A**  
**Easement Exhibit**

(Legal Description and Map of Storm Drain Easement)

The Grantors' Property is identified as Lot 17, Misty Hills #8 Plat C, according to the official plat thereof on file with the Salt Lake County Recorder's Office, State of Utah ("Grantor's Property").

The Storm Drain Easement is located in the backyard of the Grantor's Property and is described as follows:

A TEN FOOT (10') WIDE EASEMENT RUNNING WEST TO EAST ALONG THE ENTIRE NORTHERN BOUNDARY OF THE GRANTOR'S PROPERTY IN THE LOCATION DEPICTED IN THE AERIAL MAP BELOW, BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 89°55'30" WEST BETWEEN THE NORTHWEST CORNER OF SAID SECTION 20, AND THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS EAST 102.29 FEET SOUTH 558.24 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 20, SAID POINT BEING THE NORTHEAST CORNER OF LOT 17, MISTY HILLS #8 PLAT C, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 83-7, AT PAGE 88 OF PLATS, AND RUNNING THENCE SOUTH 00°06'29" EAST ALONG THE EASTERLY LINE OF SAID LOT 17 A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°55'40" WEST PARALLEL WITH, AND 10.00 FEET PERPENDICULARLY DISTANT TO SAID NORTH LINE A DISTANCE OF 101.23 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE NORTH 00°06'29" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89°55'40" EAST ALONG THE NORtherly LINE OF SAID LOT A DISTANCE OF 101.23 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,012 SQUARE FEET OR 0.023 ACRES, MORE OR LESS.

MAP OF STORM DRAIN EASEMENT

