



ENT 144929:2021 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Aug 19 9:03 am FEE 40.00 BY LT
RECORDED FOR ROCKY MOUNTAIN POWER

WHEN RECORDED, PLEASE MAIL TO:

Parsons Behle & Latimer
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898
Attention: Brian P. Rosander

Space Above for County Recorder's Use

Tax Parcel I.D. No. – Portions of 49:944:0003

**EASEMENT AGREEMENT
(Storm Drainage Easement)**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration paid to **PLEASANT GROVE TITLE HOLDER I, LLC**, a Utah limited liability company ("Grantor"), by **PEN & INK, LLC**, a Utah limited liability company, which, based on information and belief, originally acquired title as Pen & Ink, Ltd., a Utah limited partnership, and later changed its organizational structure from a Utah limited partnership to a Utah limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, a non-exclusive easement ("Easement") to operate, inspect, repair, maintain, replace, and remove the existing twelve inch (12") underground storm drain line (the "Storm Drain Line"), over, across, and through a strip of land ten feet (10') wide, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Area"). A depiction of the Easement Area is shown on Exhibit "B" attached hereto and incorporated by this reference.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Storm Drain Line shall be properly and safely maintained by Grantee, with the right of ingress and egress within the Easement Area for the limited purposes of operating, inspecting, repairing, maintaining, replacing, and removing the Storm Drain Line (but not relocating the Storm Drain Line) in a manner consistent with the rights and obligations of Grantee hereunder.

Grantor reserves and retains to itself the right for Grantor to use the entirety of the Easement Area and Grantor's other property and the right for Grantor to grant non-exclusive easements, rights-of-way, and other use or development rights to other persons, entities, utility providers, and other parties to use the Easement Area, as Grantor sees fit, provided such use does not unreasonably interfere with or reduce the service and capacity provided by the Storm Drain Line or materially and adversely impact any other rights granted to Grantee hereunder. Nothing herein shall prohibit Grantor from installing, building, or constructing, or permitting to be built or constructed any parking improvements, curbs and gutters, sidewalks, trails, pavement, landscaping, or other improvements (but not including any buildings or structures) that Grantor sees fit over and across said Easement Area that do not unreasonably interfere with or reduce the service and capacity provided by the Storm Drain Line or materially and adversely impact any other rights granted to Grantee hereunder.

Grantee shall, at Grantee's sole cost and expense, promptly replace and repair and return to their prior condition any landscaping and surface or sub-surface improvements and any portions of Grantor's property disturbed during the course of the use, operation, inspection, repair, maintenance, replacement, or removal of the Storm Drain Line or in the exercise of any of Grantee's rights hereunder, which replaced and repaired condition shall be reasonably satisfactory to Grantor. Grantee shall not have the right to during the course of operating, inspecting, repairing, maintaining, replacing, and removing the Storm Drain Line to prohibit or block ingress and egress to any of Grantor's property (other than on a temporary basis during the course of construction for the shortest amount of time possible) or to unreasonably interfere with or unreasonably disrupt any construction or business activities on Grantor's property.

Grantor hereby reserves and retains to itself the right to move and relocate the Storm Drain Line, the Easement, and the Easement Area, at Grantor's sole cost and expense, so long as such relocation does not unreasonably interfere with or reduce the service and capacity provided by the Storm Drain Line or materially and adversely impact any other rights granted to Grantee hereunder. Prior to any relocation of the Easement and the Easement Area, Grantor will provide a reasonably detailed depiction of the proposed relocation of the Storm Drain Line, the Easement, and the Easement Area to Grantee for its review and input (together with the proposed form of amendment to this Easement Agreement to accomplish the relocation of the Storm Drain Line, the Easement, and the Easement Area); provided, however, the ultimate and final decision regarding any relocation of the Storm Drain Line, the Easement, and the Easement Area will be unilaterally made by Grantor and Grantor may effectuate and record the proposed form of amendment to this Easement Agreement evidencing the relocation of the Storm Drain Line, the Easement, and the Easement Area, as applicable, without requiring Grantee to sign such amendments; provided, however, by acceptance and use of the Easement and the Easement Area, Grantee agrees to reasonably cooperate in good faith with Grantor, at the written request of Grantor, in order to effectuate, record, and/or acknowledge any such proposed amendments to this Easement Agreement. Grantor agrees that if any defects in the relocation work are discovered by Grantee within one (1) year after substantial completion of the relocation work, Grantor will, at its cost and expense, take commercially reasonable steps to promptly and diligently correct such relocation work, including, but not limited to, by enforcing any applicable warranties issued by the general contractor and/or any applicable subcontractors or materials providers for the relocation work.

Grantee and each and every person, entity, or party having any interest in or that makes use of the Easement and the Easement Area agrees to protect, defend, indemnify, and hold harmless Grantor and its employees, officers, directors, managers, shareholders, members, controlling persons, agents, representatives, and assigns (collectively, the "Grantor Indemnified Parties") from and against any and all claims, demands, causes of action, liabilities, judgments, costs, and expenses, including claims for death or injury to persons or damage to property (collectively, the "Claims"), including, without limitation, reasonable attorneys' and investigation costs, asserted against or incurred by the Grantor Indemnified Parties as a result of (i) Grantee and any such indemnifying parties' use of the Easement or the Easement Area, including any damage caused to the Easement Area or Grantor's property by Grantee or the benefited parties hereunder; or (ii) Grantee and any such indemnifying parties' failure to comply with or breach of this Easement Agreement, provided that the indemnity under this paragraph

EXHIBIT "A"
TO
EASEMENT AGREEMENT
(Storm Drainage Easement)

LEGAL DESCRIPTION OF EASEMENT AREA

The portion of the Grantor's property subject to this Easement Agreement and that area consisting of the "Easement Area" is located in the County of Utah, State of Utah and is more particularly described as follows:

The Easement Area is located in the Southeast Quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian and lies five feet (5') on each side of the following described center line:

Beginning at a point on a Northerly line of Parcel B, Pen and Ink – Plat A recorded December 18, 2020, as Entry No. 202556:2020 having Map # 17454 in the Office of the Utah County Recorder, which is 4.53 feet S. 89°32'10" W. from an interior corner of said Parcel B, said point is also 1026.66 feet S. 89°37'43" W. along the Section line and 884.78 feet South from the East Quarter of said Section 30; thence S. 38°34'05" E. 193.26 feet to a southerly line of said Parcel B and the **Point of Terminus**.

Note: The sidelines of said 10.00 wide strip of land shall be lengthened or shortened, if and as needed, to begin on the Northerly and Westerly line of said Parcel B and end on said Southerly line of Parcel B.

Easement Area Information: The above-described Easement Area contains 1,935 square feet in area or 0.044 acre, more or less.

BASIS OF BEARING: S. 89°37'43" W. per said Pen and Ink – Plat A along the Section line between the East Quarter and the West Quarter Corner of said Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

**EXHIBIT "B"
TO
EASEMENT AGREEMENT
(Storm Drainage Easement)**

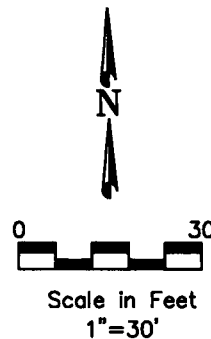
DEPICTION OF EASEMENT AREA

[See Attached]

LOT 1
PEN AND INK -
PLAT A

PEN & INK LTD
14:057:0097

POB




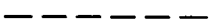
*Pleasant Grove Title
Holder I, LLC
1199 WEST 700 SOUTH
1,289,723 Sq Ft., 29.61 Acres*

PARCEL B
PEN AND INK - PLAT A

S38°34'05"E 193.26
SD

10.0' Storm Drain Easement
5.00
5.00

Legend of Symbols

-  Parcel B Boundary
-  Easement Line

Point of Terminus

PARCEL A
PEN AND INK - PLAT A

THE CITY OF PLEASANT GROVE
14:057:0096

EXHIBIT "B"

WICP PG 123, LLC
Storm Drain Easement

Assessor Parcel No:
49:944:0003

Part of the Southeast Quarter of Section 30
T.5S., R.2E., S.L.B.&M.

PREPARED BY:



3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

Date: April 13, 2021

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