

ENT 169642 : 2021 PG 1 of 7  
**Andrea Allen**  
**Utah County Recorder**  
2021 Oct 01 03:28 PM FEE 40.00 BY SW  
RECORDED FOR Prospect Title Insurance  
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:

Shiny Shell – Pioneer Crossing, LLC  
3135 South Richmond St.  
Salt Lake City, Utah 84106

Attn: \_\_\_\_\_

Parcel Numbers: 39:280:0001; 39:280:0002

### DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT

This Drainage Easement and Maintenance Agreement (this “*Agreement*”) is made and entered into effective as of Sept 30, 2021 by and between Shiny Shell – Pioneer Crossing, LLC, a Utah limited liability company (“*Shiny Shell*”), and Zook LLP, a Utah limited liability partnership (“*Zook*”).

A. Shiny Shell is the current owner of that certain real property located in Utah County, Utah, more particularly described on Exhibit A (“*Lot 1*”), and in such capacity is referred to herein as the “*Lot 1 Owner*.”

B. Zook is the current owner of that certain real property located in Utah County, Utah, more particularly described on Exhibit B (“*Lot 2*” and together with Lot 1, the “*Lots*”), and in such capacity is referred to herein as the “*Lot 2 Owner*.” The Lot 1 Owner and the Lot 2 Owner, together with their successors and assigns, are each sometimes referred to herein individually as an “*Owner*” and collectively as the “*Owners*.”

C. The Lot 2 Owner has constructed a storm drainage system servicing the Lots for which surface water and storm water from Lots drains into and through surface water drains, storm drain lines, pipes, catch basins and other facilities shown on Exhibit C attached hereto (the “*Drainage Facilities*”).

D. Subject to the terms and conditions below, the Lot 2 Owner desire to establish the easement set forth below with respect to the Drainage Facilities, for the benefit of Lot 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follow:

1. Drainage Easement. The Lot 2 Owner, as the owner of Lot 2, hereby grants, conveys, transfers, and assigns, without warranty, to the Lot 1 Owner, for the benefit of Lot 1, a perpetual nonexclusive easement to drain and direct surface and storm water from Lot 1 over, under, upon and across the Lots, as applicable, and through such Drainage Facilities. The Lot 1 Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of such easement, including, without limitation, the right at all times to connect into and use the Drainage Facilities. No Owner may modify any Drainage Facilities without the prior written consent of the other Owner, which consent for changes shall not be unreasonably withheld, conditioned or delayed. No such modification, however, may in any event unreasonably interfere with the other Owner’s use of the Drainage Facilities. Notwithstanding the foregoing, the Lot 1 Owner may erect a dumpster enclosure on the Drainage Facilities situated on Lot 1 shown on

Exhibit C so long as such enclosure does not unreasonably interfere with the Lot 2 Owner's use and/or maintenance of the Drainage Facilities. Each Owner shall retain the responsibility of maintaining, repairing and replacing any Drainage Facilities used to service such Owner's Lot; provided, however, that any damage specifically caused by an Owner shall be repaired by such Owner, at such Owner's cost.

2. Duration; Covenants Run with Land. The easements and each covenant and restriction set forth in this Agreement shall be perpetual. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Lot; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

3. Miscellaneous.

3.1 It is expressly agreed that no breach of or event of default under this Agreement shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Lot. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

3.2 This Agreement shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Lot or any portion thereof. The rights and obligations conferred or imposed upon the Owners pursuant to this Agreement shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective Lot subject to the easements and the terms and conditions of this Agreement.

3.3 Upon execution, this Agreement, and any amendment hereto, any Owner may cause the Agreement and/or amendment to be recorded in the Official Records of the Recorder's Office of Utah County, Utah. No amendment of this Agreement shall be effective unless such amendment has been executed and notarized by the Owners of the Lots and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

3.4 The Owners acknowledge their mutual intent and desire that the easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Lots.

3.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

*/Signature page follows/*

IN WITNESS WHEREOF, the Owners have executed this Drainage Easement and Maintenance Agreement the day and year first above written.

**SHINY SHELL – PIONEER CROSSING, LLC,**  
a Utah limited liability company

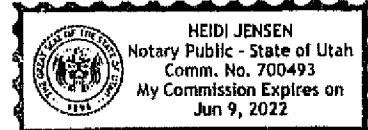
By: \_\_\_\_\_  
 Name: Jared Richards  
 Title: Manager

STATE OF UTAH )  
 )  
 COUNTY OF SLC )  
 )  
 ss.

On this 30 day of Sept, 2021, personally appeared before me Jared Richards, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

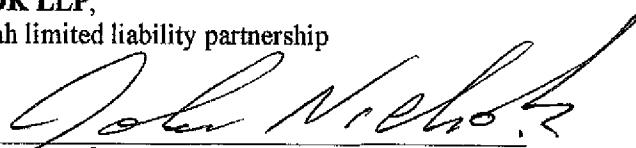
Heidi Jensen  
 Notary Public

My Commission Expires: 6-9-22



*[Signature page to Drainage Easement and Maintenance Agreement]*

ZOOK LLP,  
a Utah limited liability partnership

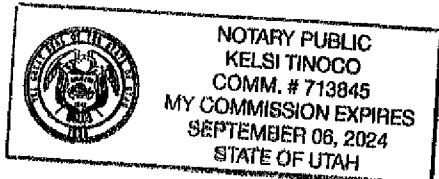
By: 

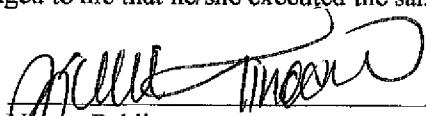
Name: JOHN NICHOLS

Title: PRESIDENT & CEO

STATE OF Utah)  
COUNTY OF Utah )  
ss.

On this 30 day of September, 2021, personally appeared before me  
John Nichols, the signer of the foregoing instrument, who known to me (or proved on the  
basis of sufficient identification), acknowledged to me that he/she executed the same.



  
Notary Public  
My Commission Expires: Sep. 06, 2024

**EXHIBIT A**

(Legal Description of Lot 1)

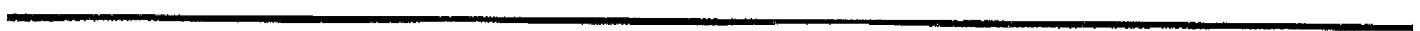
All of Lot 1, FIVE SUBDIVISION, Lehi, Utah, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, Utah County, State of Utah.



**EXHIBIT B**

(Legal Description of Lot 2)

All of Lot 2, FIVE SUBDIVISION, Lehi, Utah, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, Utah County, State of Utah.



**EXHIBIT C**

#### (Depiction of the Drainage Facilities)

(See Attached)

