

E 3123013 B 7121 P 613-619  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/16/2018 02:25 PM  
FEE \$23.00 Pgs: 7  
DEP RTT REC'D FOR  
South Weber City

When recorded, please return to:  
Fords, Inc.  
Attn: Michael H. Ford, President  
1131 East 7450 South  
South Weber, Utah 84405

Affects Parcels: APN: ~~13-023-0109~~  
and APN: 13-326-0101 13-334-0001

## SHARED DRAINAGE FACILITIES EASEMENT

THIS SHARED DRAINAGE FACILITIES EASEMENT (“**Easement**”) is executed effective as of 10-02, 2018, by Fords, Inc., a Utah corporation (“**Declarant**”).

### RECITALS

WHEREAS, Fords, Inc. owns separate properties adjacent to one another in South Weber, Utah; and

WHEREAS, Lot 101-R of Old Maple Farms, Phase 1 is described on Exhibit “A” (“**Lot 101-R**”), and the adjacent Fords property is described on Exhibit “B” (“**Fords Property**”); and

WHEREAS, Lot 101-R includes a land drain and related facilities and pipelines that service the Fords Property (the “**Drainage Facilities**”); and

WHEREAS, the Lot 101-R must grant a land drain easement to the Fords Property in order to give approval, acknowledgement and access for the Drainage Facilities (the “**Utility Easement**”) as described in Exhibit “C”; and

WHEREAS, South Weber City requires each subdivided lot and parcel to provide its own dedicated service laterals, including land drain facilities (when groundwater circumstances require land drain infrastructure); and

WHEREAS, because of topography, the unavailability of land drain infrastructure in the road upon which the home fronts, and the City’s restriction on cutting newly paved roads, it is not economically feasible for Fords Property to have a separate land drain service; and

WHEREAS, Declarant desires to provide for the joint use of the Drainage Facilities between Lot 101 and Fords Property, on the terms and conditions set forth in this Shared Drainage Facilities Easement, to satisfy South Weber City’s requirement for land drain facilities;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Shared Drainage Facilities Easement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereto grants and establishes the Easement as follows:

1. Grant of Easement. Declarant grants to itself and all subsequent owners of Fords Property a perpetual, private, and non-exclusive easement to access, construct, lay, maintain,

operate, repair, inspect, protect, remove and replace Drainage Facilities running from Fords Property to, across, under, and through Lot 101-R to land drain facilities located in the public roadway. Declarant acknowledges and represents that the Drainage Facilities have already been installed. Accordingly, this easement covers that portion of Lot 101-R and Fords Property where Drainage Facilities are already in place. Additional Drainage Facilities may not be placed within the existing or planned footprint of any building or other permanent structure.

This Easement shall be for the exclusive use of Declarant and its successors to Fords Property for the benefit of Fords Property. No other property or parcel may benefit from or use this Easement or the Drainage Facilities without the prior written consent of the owner of Lot 101-R.

2. Drainage Facilities Sharing Arrangement. Declarant, as the owner of Lot 101-R, hereby grants to Declarant, as the owner of Fords Property, the perpetual right to use and share the Drainage Facilities, including all real and personal property uses with and forming an essential part of the Drainage Facilities.

The Drainage Facilities shall be used as a conduit for the collection and passage of surface and subsurface water from Fords Property across, under, and through Lot 101-R to land drain facilities located in the public roadway abutting Lot 101-R.

3. Condition of Grant. Each of the property rights and easement granted in this Easement are expressly granted subject to all covenants, conditions, easements, right-of-way, reservations and restrictions now of record as to Lot 101-R.

4. Construction, Repairs, Maintenance of Drainage Facilities. Construction, repair, and maintenance of the Drainage Facilities shall be the joint responsibility of the owners of both Lot 101-R and Fords Property, regardless of the land on which such Drainage Facilities lie. The owners of Lot 101-R and Fords Property shall be mutually responsible to keep the Drainage Facilities as clean and in as good repair as the same are on the date hereof, reasonable wear and tear and excepted.

The then existing owners of Lot 101-R and Fords Property shall be equally responsible to pay all costs incurred in connection with the repair, replacement, and maintenance of the Drainage Facilities. All assessments for such costs shall be subject and subordinate to any deed of trust encumbering Lot 101-R and Fords Property, as the case may be, whether now existing or hereafter executed, and the beneficiary of any such deed of trust, their nominee or successor who acquires title to a property by foreclosure or deed in lieu, shall not take subject to any such assessments. Invoices for such assessments shall be paid within thirty (30) days of presentation of the same.

5. Casualty. If the Drainage Facilities should be damaged or destroyed by casualty so as to cause a material alteration in their character to prevent Declarant or the subsequent owners from using them in substantially the manner theretofore used, then the owner of the parcel on whose land the damaged Drainage Facilities lie shall promptly undertake to restore the damaged Drainage Facilities to fully-functional condition.

6. Insurance. Each owner and subsequent owner of Lot 101-R and Fords Property shall provide and maintain adequate casualty and liability insurance coverage for all of their real and personal property, as well as that portion of the Drainage Facilities lying on each owner's land.

7. Term. The Easement shall continue indefinitely and shall run with the land and shall terminate only upon: (a) written and recorded agreement of the owners of both Lot 101 and Fords Property, with the written knowledge and consent of South Weber City, or (b) the written and recorded abandonment by the owner of Fords Property of the Drainage Facilities easement, with the written knowledge and consent of South Weber City.

8. Non-Interference with Lot 101-R. The owners of Fords Property and Lot 101-R shall neither do nor permit any act that will unreasonably prevent or hinder the use of, travel across the surface of, and excavation around, and construction of improvements within Lot 101-R, except for such temporary periods as are reasonably required for the construction, maintenance, repair, operation, inspection, removal, replacement, or protection of the portion of the Drainage Facilities.

9. Succession; Amendment. This Easement shall be binding upon and inure to the benefit of Declarant, its respective successors in interest and title to Fords Property and Lot 101-R. This Easement shall also inure to the benefit of South Weber City to fulfill and maintain the City's requirements for land drain facilities. The rights and obligations provided under this Easement shall run with the land. This Easement and any covenant or restriction contained herein may not be amended without the consent of the owners of both Lot 101-R and Fords Property and South Weber City.

10. Attorney's Fees. In the event any action is instituted between the owners or South Weber City concerning the Easement or the enforcement or interpretation of rights or obligations hereunder, the prevailing party shall be entitled to recover all costs and expenses therefor, including reasonable attorneys' fees and court costs.

11. Remedies. In view of the purposes of this instrument, money damages in the event of a default in the performance of any provisions hereof may be inadequate, and accordingly any party benefited by this instrument will have the right, in addition to any other remedies available, to apply for and receive from any court of competent jurisdiction, equitable relief by way of (i) restraining order, injunction or otherwise, prohibitory or mandatory, to prevent a breach of the terms hereof; (ii) specific performance to enforce performance of the terms hereof; and (iii) reimbursement for costs incurred in securing any such relief, including reasonable attorney's fees. However, all remedies are cumulative, and such right of equitable relief and remedies provided above will not be construed to be in lieu of the right to seek any other available remedy at law, or to seek money damages for a breach hereof.

12. Not a Public Dedication. Nothing in this Easement shall be deemed to be a gift or dedication of all or any portion of Lot 101 for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Easement be strictly limited to the purposes expressed herein.

Shared Drainage Facilities Easement

13. Time. Time is strictly of the essence in this Easement.

14. Force Majeure. Either party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by causes beyond its control, including civil commotion, government regulations, fire or other casualty, weather, or acts of God.

IN WITNESS WHEREOF, the Declarant has signed this Easement on the date indicated below, to be effective as of the date first indicated above.

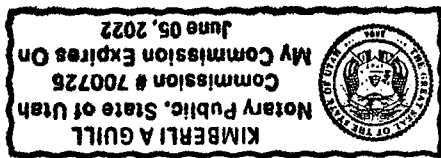
FORDS, INC.

Oct 2, 2018  
Date

By: [Signature]  
Michael H. Ford  
Its: President

STATE OF UTAH            )  
  ) ss.  
COUNTY OF DAVIS        )

On ~~September~~ <sup>October</sup> 2, 2018 Michael H. Ford personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same in his capacity as President of Fords, Inc.



[Signature]  
Notary Public

**Exhibit "A"**

**Legal Description of Lot 101-R**

*Real property located in Davis County, State of Utah, which is specifically described as follows:*

*All of Lot 101-R of Old Maple Farms Subdivision, Phase 1, according to the official plat thereof on file and of record in the Davis County Recorder's Office.*

*APN: 13-326-0101*

**Exhibit "B"**

**Legal Description of the Ford Property**

The following described real property in Davis County, Utah:

*PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*BEGINNING AT A POINT ON AN EXISTING FENCE, SAID POINT BEING N89°28'27"W ALONG THE NORTH LINE OF SECTION 29, BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 29, 591.10 FEET AND S00°31'32"W 99.33 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 29; AND RUNNING THENCE S89°29'30"E 165.04 FEET; THENCE S00°46'00"W 175.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6650 SOUTH STREET; THENCE N89°21'12"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 164.09 FEET; THENCE N00°27'26"E 175.04 FEET A PORTION OF WHICH RUNS MORE OR LESS ALONG AN EXISTING FENCE, TO THE POINT OF BEGINNING.*

Containing 28,829 square feet or 0.662 acres more or less

APN: 13-023-0109  
13-334-0001

**Exhibit "C"**

**LOT 101-R DRAINAGE EASEMENT  
OLD MAPLE FARMS PHASE 1**

*Real property located in Davis County, State of Utah, which is specifically described as follows:*

*BEING PART OF LOT 101-R OF OLD MAPLE FARMS PHASE 1 WHICH LIES IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE SOUTHWEST CORNER OF LOT 101-R OF OLD MAPLE FARMS PHASE 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 101-R THE FOLLOWING TWO (2) COURSES: (1) N00°12'30"W 132.52 FEET; AND (2) N36°51'38"E 89.59 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OLD MAPLE ROAD; THENCE S56°08'24"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 10.01 FEET; THENCE S36°51'38"W 86.76 FEET; THENCE S00°12'30"E 129.29 FEET TO THE SOUTHERLY LINE OF SAID LOT 101-R; THENCE N89°29'30"W ALONG SAID SOUTHERLY LINE, 10.00 FEET TO THE POINT OF BEGINNING.*

Containing 2,191 square feet or 0.050 acres more or less

13-326-0101 pt