

WHEN RECORDED, MAIL TO:

Monterey Properties, LLC
c/o Higgs CPAs
6915 South 900 East
Midvale, Utah 84047

EASEMENT FOR STORM DRAIN AND SEWER SYSTEMS

(Affects Davis County Parcel #12-104-0197)

For good and valuable consideration, Michael J. Thayne and Cindy R. Thayne, Trustees of the Michael J. and Cindy R. Thayne Revocable Living Trust dated 3 September 2010 (collectively, "Grantor"), hereby conveys and grants unto MONTEREY PROPERTIES, LLC, a Utah limited liability company ("Developer"), and SYRACUSE CITY, a municipal corporation (the "City") (the City and Developer are collectively referred to herein as "Grantees"), for Grantees' use and benefit, as described below, a permanent and exclusive easement (the "Easement") to a certain portion of Grantor's real property located in Syracuse City (the "City"), Davis County, State of Utah, described as follows (the "Easement Property"):

During the period of construction and installation of the subject sewer and storm water improvements, the Easement Property is 30-feet wide (being 15 feet on each side of the Centerline described below), and after construction and installation of the subject improvements are completed, the Easement Property shall be 20-feet wide (being 10 feet on each side of the Centerline described below).

The Centerline is described as follows: beginning at a point which is North 89°44'21" West along the quarter section line a distance of 1530.40 feet and South 773.15 feet from the Center of Section 22, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said point also being on the Southerly Line of Davis County Tax Parcel No. 12-105-0135, and running thence North 00°25'25" East 211.98 feet to the Northerly Line of said parcel and point of termination.

The Centerline Runs Through Davis County Parcel 12-104-0197 in a North-South Direction.

A Map of the Easement Property is attached hereto as Exhibit "A"

The Easement granted hereby shall include the following rights, terms, and conditions:

1. Grantees may use the Easement Property for the construction, operation, maintenance, inspection, repair, alteration, and replacement of a storm water system and a sewer system which will channel storm water and sewer effluent from the real estate development(s) owned or developed by Developer, including a subdivision to be developed by Developer known as the Edgewater Subdivision, through the storm drain and sewer facilities within the Easement Property (the "Storm Drain and Sewer Systems"). The underground pipes and related improvements comprising the Storm Drain and Sewer Systems will run through the Easement Property (described above) and connect with

storm water and sewer lines running through other properties on the north side and south side of the Easement Property. All construction and improvement costs shall be paid by Grantees (as they may determine and allocate between themselves), and Grantees shall keep Grantor's property free and clear of any mechanic's liens related to such work and improvements. Developer shall indemnify and hold Grantor harmless from and against all costs, expenses, liens, claims, and liabilities arising out of or relating to the installation and use of the Storm Drain and Sewer Systems.

2. Grantees, and their contractors, may enter upon Grantor's property to construct and install all improvements required for City-approved Storm Drain and Sewer Systems. Grantees may enter upon Grantor's property to inspect, maintain, repair and service the Storm Drain and Sewer Systems. In the event Grantee or any other party acting under this provision causes damage to Grantor's property, the responsible party shall promptly repair and restore the property to the same condition that previously existed at no cost or expense to Grantor.

3. The underground pipes installed within the Easement Property shall be placed so as to compact the pipe trenches and minimize chances for ground settlement after installation.

4. Notwithstanding any language to the contrary in this instrument, Grantor and their heirs, assigns, and successors in interest shall have the unrestricted right to connect to and make use of the Storm Drain and Sewer Systems within the Easement Property when they develop their land (without any reimbursement obligations to Developer), and said Storm Drain and Sewer Systems will be designed and installed with sufficient capacity to provide storm drain and sewer service for the Grantor's land when it is developed.

5. The sewer line shall have no manhole-interruptions within the Easement Property.

6. The Easement herein granted is exclusive to projects/subdivisions owned or developed by Developer or Grantor (and their successors and assigns), and no other projects or subdivisions shall have any right to use the Easement Property (or the underground storm water and sewer improvements located within the Easement Property) for storm drainage or sewer purposes without Developer's prior written consent, which consent may be granted or withheld in Developer's sole discretion. This provision is intended to allow Developer to require developers of other projects (not including Grantor) seeking to connect to and make use of the subject improvements within the Easement Property to pay a proportionate share (reimbursement) to Developer for the costs of this Easement and the improvements installed by Developer within the Easement Property. As stated above, Grantor and their successors, heirs and assigns shall have no reimbursement obligations to Developer when they develop the Grantor's land and connect to the sewer and storm drain improvements.

7. Grantees shall indemnify and hold harmless Grantor from and against any and all damage, liability, claims, demands, causes of action, injury, cost, or expense (including by not limited to reasonable attorney's fees) arising from or related to Grantees' use of, access to, or maintenance of the Easement Property and the underground storm drain and sewer improvements located therein.

8. All engineering fees, design fees, surveys, legal expenses, construction costs and materials costs relating to the Easement and the Storm Drain and Sewer Systems will be paid by Developer, and Grantor shall have no responsibility for any such costs or expenses.

9. Developer shall provide advance notice to Grantor prior to construction so that Grantor may corral the animals using the subject pasture during construction. Construction of the subject lines

and improvements shall be planned and completed as expeditiously as reasonably possible so the land can be returned to pasture use without unnecessary delay.

10. Following completion of the construction work in the Easement Property, Developer shall restore the pasture and fencing disturbed or removed during construction, and shall re-seed the disturbed area so the field can go back to its agricultural use (with alfalfa or grass seed, as specified by Grantor). Topsoil shall be removed and stockpiled prior to construction, and replaced and leveled after construction has been completed.

11. Grantor will not interfere with Grantees' use of the Easement for the purposes stated herein.

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

13. The rights and privileges granted herein shall inure to the benefit of Grantees' successors-in-interest or assigns and the obligations of Grantor identified herein shall be binding upon Grantor and their successors-in-interest or assigns. This instrument shall inure to the benefit and use of Grantees and any and all real property in Davis County that is acquired or developed by Developer that uses, feeds into, or benefits from the Storm Drain and Sewer Systems to be constructed and installed within the Easement Property.

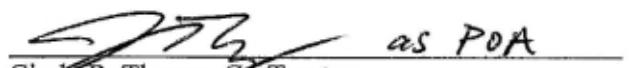
14. Developer shall have the right, in its discretion, to dedicate the subject storm drain system, sewer system, and related improvements as "public improvements" that are maintained, managed, and repaired by the City. When such dedication occurs, the City shall take over and assume all of the maintenance obligations pertaining to the storm drain and sewer systems located within the Easement Property, and Developer shall be relieved of all obligations under this Easement.

This instrument and the Easement granted herein may not be terminated, extended, modified or amended without the written consent of Grantor and Grantees, or their successor-in-interest or assigns, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of the Davis 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.

GRANTOR:


Michael J. Thayne, Trustee
(* signed by Jeremy Thayne, holder of lawful Power of Attorney from Michael J. Thayne, Trustee)


Cindy R. Thayne, Co-Trustee
(* signed by Jeremy Thayne, holder of lawful Power of Attorney from Cindy R. Thayne, Trustee)

The foregoing instrument was acknowledged before me this 20 day of August, 2019, by Jeremy Thayne, as attorney in fact for, and holder of Power of Attorney from, Michael J. Thayne and Cindy R. Thayne, as Trustees of the Michael J. and Cindy R. Thayne Revocable Living Trust dated 3 September 2010.

Sonartha Samples
Notary Public

Notary Public

SEAL:

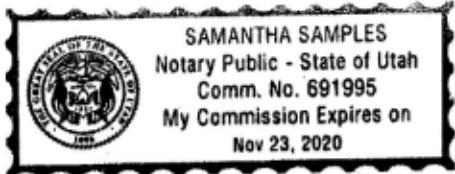


Exhibit A
Easement Exhibit

(Map of Easement)

See attachment

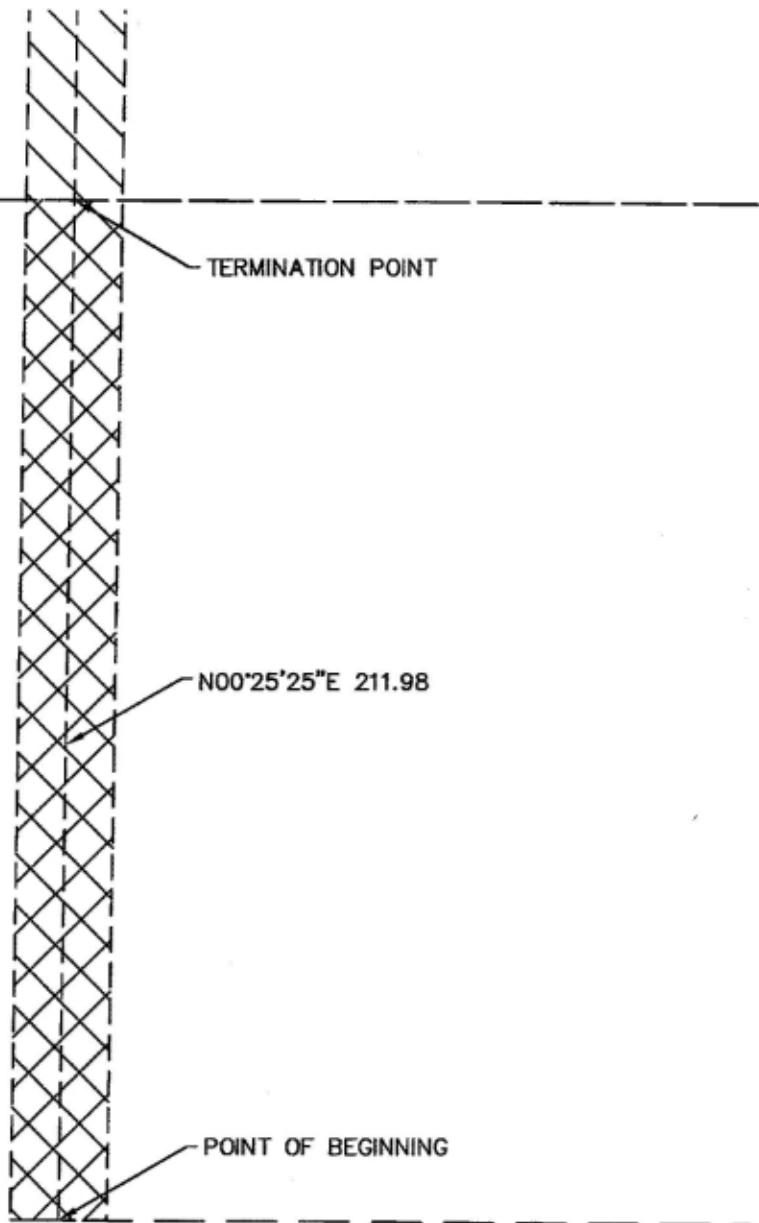
THAYNE PORTION EXHIBIT



3181604
BK 7331 PG 940

SCALE 1" = 40'

APN: 12-104-0197
THAYNE



THAYNE PORTION EXHIBIT

3181604
BK 7331 PG 941

