

09-444-0002  
09-050-0097

3479599  
BK 8019 PG 212

E 3479599 B 8019 P 212-219  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/27/2022 09:38 AM  
FEE \$40.00 Pgs: 8  
DEP RTT REC'D FOR LANDER FD LLD

## DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT

This DETENTION POND EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is entered into this 23 day of May, 2022, by and between Lander FD, LLC ("Lander"), and 7MM Management, LLC, a Utah limited liability company ("7MM"). Lander and 7MM may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Lander is the sole owner of certain real estate located in Layton City, Davis County, Utah (the "Lander Property"), which is legally described in Exhibit "A" and incorporated herein by this reference.

WHEREAS, 7MM is the sole owner of certain real estate located in Layton City, Davis County, Utah (the "7MM Property"), which is legally described in Exhibit "B" and incorporated herein by this reference.

WHEREAS, a detention pond either has been or will be constructed in the location identified as the "Pond", "Det. Pond 1" and "Det. Pond 2" (collectively the "Detention Pond"), on the attached Exhibit "C".

WHEREAS, the Parties agree that the Detention Pond will benefit both of their properties and desire to grant to each other a nonexclusive easement over any portion of the Detention Pond located on their property for the purpose of storing and detaining storm water.

NOW THEREFORE, in consideration of the facts recited above, the Parties agree as follows:

### GRANT OF EASEMENT

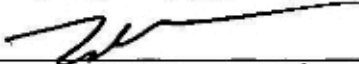
- Grant of Easement.** Lander hereby grants to 7MM a non-exclusive perpetual easement for the storage and detention of storm water on any portion of the Detention Pond that is located on the Lander Property. In return, 7MM hereby grants to Lander a non-exclusive perpetual easement for the storage and detention of storm water on any portion of the Detention Pond that is located on the 7MM Property. The Parties agree that storm water from both the Lander Property and the 7MM Property shall be permitted to flow into any portion of the Detention Pond.
- Maintenance and Insurance.** Each Party shall be required to construct and maintain that portion of the Detention Pond that is located on that Party's property. Furthermore, each party shall be required to obtain adequate liability insurance insuring against the injury or death of any person on that portion of the Detention Pond that is located on that Party's property.

3. **Runs with the Land.** The easements, rights, covenants and obligations herein contained shall inure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns, and shall be "covenants running with the land".
4. **Severability.** If any provision or specific application of this Easement Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement Agreement shall remain valid and binding.
5. **Attorney's Fees.** In the event any Party initiates or defends any legal action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorney's fees and costs, including attorney's fees and costs with respect to an appeal.
6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

*[SIGNATURES ON FOLLOWING PAGES]*

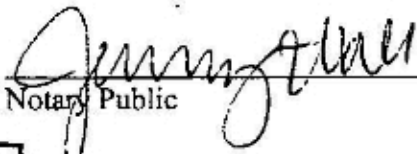
IN WITNESS WHEREOF, Grantors have agreed and executed this Easement Agreement on the date signed below.

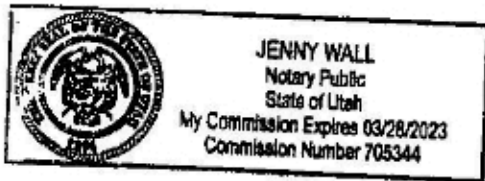
**LANDER FD, LLC,**  
a Utah limited liability company

  
By: Neil Wall  
Its: Manager

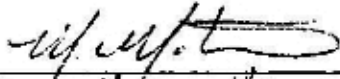
STATE OF UTAH                    )  
  ) ss  
COUNTY OF DAVIS         )

On MAY 24, 2022, before me, the undersigned, a Notary Public for said State, personally appeared Neil Wall, an authorized representative of Lander FD, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same on behalf of the limited liability company.

  
Notary Public

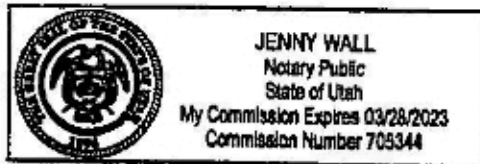


**7MM MANAGEMENT, LLC,  
a Utah limited liability company**

  
By: Marilyn Martinson  
Its: President

STATE OF UTAH                    )  
  ) ss  
COUNTY OF DAVIS        )

On May 23, 2022, before me, the undersigned, a Notary Public for said State, personally appeared Marilyn Martinson, an authorized representative of 7MM Management, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same on behalf of the limited liability company.



  
Notary Public

## Exhibit A

### Legal Description of the Lander Property

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BEG AT A PT S 89°52' E 546 FT FR THE NW COR OF SEC 10-T4N-R1W, SLB&M;  
TH S 89°52' E 336 FT; TH S 00°22' W 488.1 FT TO THE N LINE OF A CERTAIN  
STATE ROAD; TH N 79°58' W 340.6 FT; TH N 00°22' E (RECORD N 00°22' W)  
429.5 FT TO THE POB. CONT. 3.55 ACRES

*Tax Parcel No. 09-050-0097*

**Exhibit B**

**Legal Description of 7MM Property**

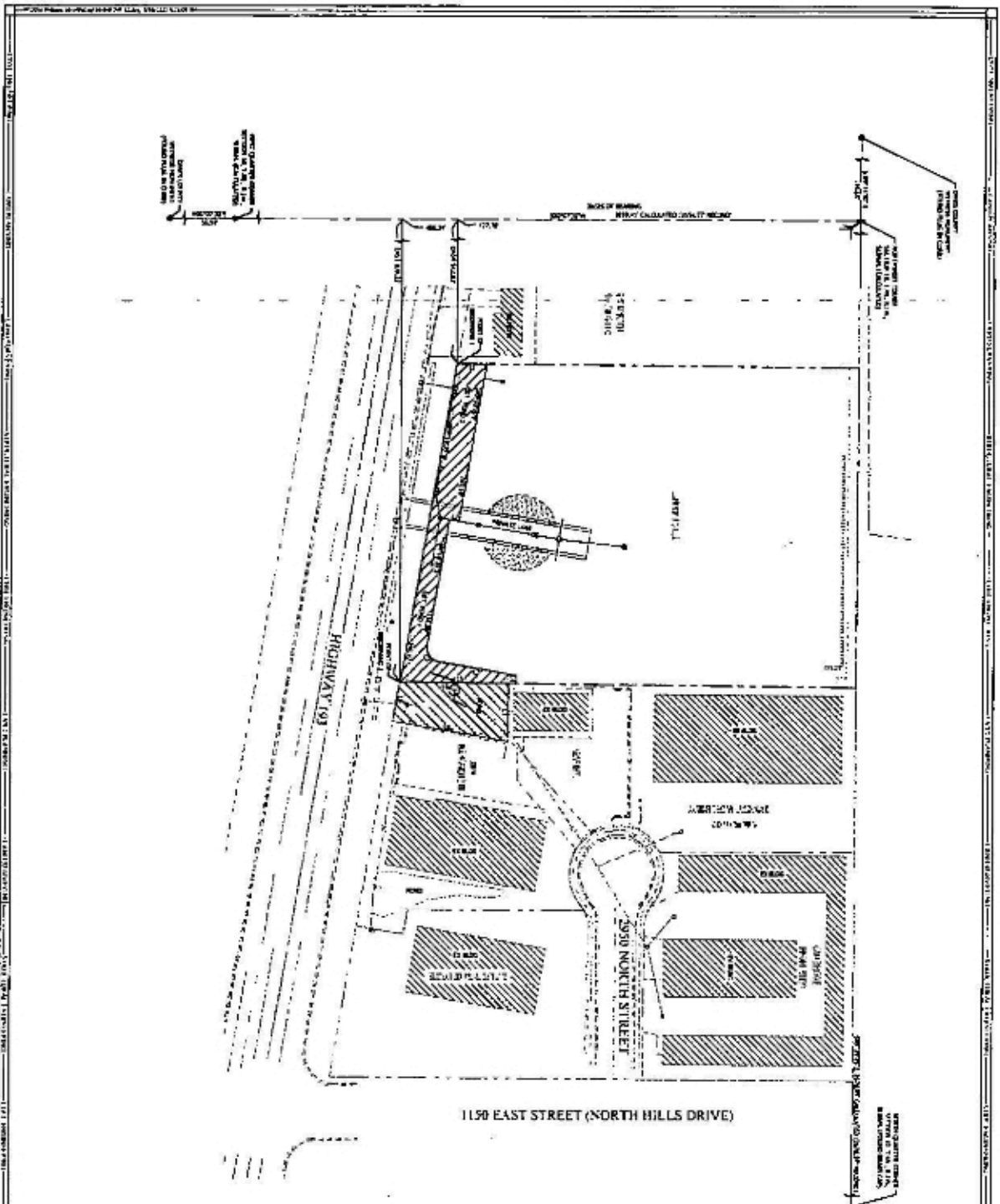
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ALL OF LOT 2, GOLDEN STAG SUBDIVISION. CONT. 0.99500 ACRES.

*Tax Parcel No. 09-444-0002*

## **Exhibit C**

### **Location of Detention Pond Easement**



1150 EAST STREET (NORTH HILLS DRIVE)

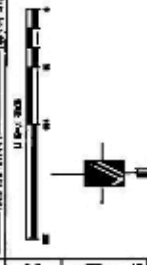
**KEYED NOTES**  
1. REFER TO SHEET 1150-11 FOR THE 7THM MANAGEMENT PLAN.  
2. REFER TO SHEET 1150-12 FOR THE STORM DRAIN EASEMENT PLAN.

**DATE** 11/15/2011  
**BY** J. L. HARRIS  
**FOR** W.B. CONSTRUCTION

NO.	DATE	DESCRIPTION
1	11/15/2011	ISSUED FOR PERMIT
2	11/15/2011	ISSUED FOR PERMIT
3	11/15/2011	ISSUED FOR PERMIT
4	11/15/2011	ISSUED FOR PERMIT
5	11/15/2011	ISSUED FOR PERMIT
6	11/15/2011	ISSUED FOR PERMIT
7	11/15/2011	ISSUED FOR PERMIT
8	11/15/2011	ISSUED FOR PERMIT
9	11/15/2011	ISSUED FOR PERMIT
10	11/15/2011	ISSUED FOR PERMIT

**STORM DRAIN EASEMENT ON 7THM MANAGEMENT**

THIS EASEMENT IS A GRANT OF A NON-EXCLUSIVE INTEREST IN THE SURFACE AND SUBSURFACE OF THE LAND SHOWN HEREON FOR THE PURPOSES OF INSTALLING, MAINTAINING, OPERATING, AND IMPROVING A STORM DRAINAGE SYSTEM. THE GRANTOR HEREBY WARRANTS THAT THE EASEMENT IS VALID AND ENFORCEABLE AND THAT THE GRANTOR HAS THE RIGHT TO GRANT SUCH AN EASEMENT. THE GRANTOR ALSO WARRANTS THAT THE EASEMENT DOES NOT VIOLATE ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS. THE GRANTOR FURTHER WARRANTS THAT THE EASEMENT IS NOT SUBJECT TO ANY OTHER EASEMENTS, ENCUMBRANCES, OR INTERESTS THAT MAY AFFECT THE GRANTOR'S TITLE TO THE LAND. THE GRANTOR'S OBLIGATIONS UNDER THIS EASEMENT SHALL BE LIMITED TO THE OBLIGATIONS SPECIFICALLY SET FORTH IN THE ATTACHED STORM DRAINAGE PLAN AND 7THM MANAGEMENT PLAN. THE GRANTOR'S OBLIGATIONS SHALL NOT BE DEEMED TO INCLUDE THE OBLIGATION TO MAINTAIN OR IMPROVE THE STORM DRAINAGE SYSTEM OR 7THM MANAGEMENT PLAN AT ANY TIME OR UNDER ANY CIRCUMSTANCES. THE GRANTOR'S OBLIGATIONS SHALL BE LIMITED TO THE OBLIGATIONS SPECIFICALLY SET FORTH IN THE ATTACHED STORM DRAINAGE PLAN AND 7THM MANAGEMENT PLAN. THE GRANTOR'S OBLIGATIONS SHALL NOT BE DEEMED TO INCLUDE THE OBLIGATION TO MAINTAIN OR IMPROVE THE STORM DRAINAGE SYSTEM OR 7THM MANAGEMENT PLAN AT ANY TIME OR UNDER ANY CIRCUMSTANCES.



**SD ESMT**  
STREET

NO.	DATE	DESCRIPTION
1	11/15/2011	ISSUED FOR PERMIT
2	11/15/2011	ISSUED FOR PERMIT
3	11/15/2011	ISSUED FOR PERMIT
4	11/15/2011	ISSUED FOR PERMIT
5	11/15/2011	ISSUED FOR PERMIT
6	11/15/2011	ISSUED FOR PERMIT
7	11/15/2011	ISSUED FOR PERMIT
8	11/15/2011	ISSUED FOR PERMIT
9	11/15/2011	ISSUED FOR PERMIT
10	11/15/2011	ISSUED FOR PERMIT

**DAYANA COMMERCIAL PARK**  
DRAINAGE CALCULATIONS  
FOR: WALL BROTHERS CONSTRUCTION  
1197 EAST 3000 NORTH  
LAYTON, UTAH  
PROJECT 116-048

**Pinnacle**  
Engineering & Land Surveying, Inc.  
Layton • West Bountiful • North Platteville • St. George  
227 West Garfield Ave. #3 Phone: (801) 725-1818  
Layton, UT 84043 Fax: (801) 725-1925