

SEWER LINE EASEMENT AND MAINTENANCE AGREEMENT

David G. Johnson and Judy A. Johnson (hereinafter "Grantors") are the owners of a parcel of real property located at 23 W 1050 N, in the city of Midway, Wasatch County, Utah (hereafter "Grantors' Property"). Benjamin R. Thomas (hereinafter "Grantees") are the owners of a parcel of real property located at 35 W 1050 N, in the city of Midway, Wasatch County, Utah (hereafter "Grantees' Property").

Grantees is desiring the creation of a sewer line to Grantee's property, and it has become necessary to establish a separate line. Grantees need and desire access across Grantor's property to construct a new sewer line, connect to the public sewer and maintain the new connection to the public sewer. Grantors agree to allow an easement to be established across Grantor's property to allow for the sewer construction, connection, and future maintenance.

The parties desire to enter into an agreement to create an express, written easement for the sewer line, a maintenance agreement for the repair of the sewer line, and to establish rules and regulations to govern use, maintenance and repair of the easement.

Wherefore, in consideration of the above recitals, the parties enter into the following:

Creation of Easement for Sewer Line; Location. Grantors grant Grantees an easement for the sewer line as depicted in the drawing set forth in attached Exhibit A and described as follows:

Beginning at the southwest property corner of Lot 1 of the Midway Farms Subdivision, said point being located South 89°41'41" West 110.92 feet and South 00°18'25" East 420.17 feet from the Wasatch County brass monument marking the Eat 1/4 corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°28'19" East 75.00 feet along the south line of said Lot 1; thence North 00°18'25" West 10.00 feet; thence South 89°28'19" East 75.00 feet to the west lot line of said Lot 1; thence South 00°18'25" East 10.00 feet to the point of beginning.

Affecting Tax ID Nos. 0MF-2001 and 0MF-2002

Use and purpose of the easement. Grantees, and all future owners of Grantees' property and their agents, independent contractors and invitees, shall use the easement only for a sewer line and maintenance and repair of the sewer line over Grantor's property. The purpose of the easement is primary personal, family and household use by Grantees and the future owners of Grantee's property, and their agents, independent contractors and invitees.

Type of easement. The easement created by this grant and agreement is an easement appurtenant, not an easement in gross.

Duration of easement. The easement shall be perpetual and shall inure to the benefit of grantees, their successors in interest, heirs and assigns and all future owners of Grantees' property.

Relationship to other easements or encumbrances. This easement is granted subject to all prior easements or encumbrances of record. By acceptance of the deed to the property, future owners of Grantees' property and Grantors' property become parties to and are bound by this agreement whether or not expressly stated in their deed.

Maintenance and repair of the sewer line. Grantees and their successors in interest agree to maintain and repair the easement at their own expense according to the terms set forth in this agreement. Following any repair or maintenance, grantees will return the easement to the same condition it was in prior to the repair or maintenance. All Maintenance and repairs shall be completed within a reasonable period of time.

Grantors, and their successors in interest, shall have no responsibility for or be obligated in any way to pay for any maintenance and repair of the easement except as set forth in this paragraph. Any damage to the easement or the sewer line due to the intentional, negligent or abnormal use by any party, or the party's agents, invitees or independent contractors, shall be the responsibility of that party and shall be repaired at that party's sole expense.

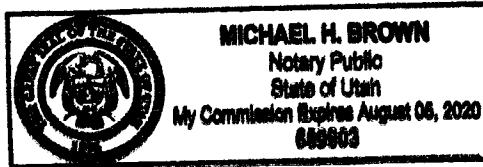
Use of easement by the owners of Grantors' property. Grantors, and the future owners of Grantors' property, shall be allowed access to the easement and use of the easement so long as such use does not interfere with the use of the easement for its intended purpose or obstruct any portion of the easement. Grantors shall not Place or allow any obstructions to be placed within the easement that would in any way interfere with the use of easement for its intended purpose

David G. Johnson
David G. Johnson

Judy A. Johnson
Judy A. Johnson

State of Utah)
County of Wasatch) ss

On the 17th of August, 2017, personally appeared before me, David G. Johnson and Judy A. Johnson, the signers of the within instrument, who duly acknowledged to me that they executed the same.



MM
NOTARY PUBLIC

BURGI LANE

