

WHEN RECORDED RETURN TO:
America First Federal Credit Union
P.O. Box 9199
Ogden, UT 84409

ENT 69517:2025 PG 1 of 10
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Sep 11 11:57 AM FEE 40.00 BY LM
RECORDED FOR First American Title Insura
ELECTRONICALLY RECORDED

APN: 65:434:0001; 65:434:0002; and 65:434:0003

STORM DRAIN EASEMENT AGREEMENT

This Storm Drain Easement Agreement (the “**Agreement**”) is made and entered into by and between America First Federal Credit Union, a federally chartered credit union (“**Lot 1 Owner**”), and Raymond D. Martin and Ellen M. Lanegraff, Trustees of the Raymond D. Martin Family Trust dated October 7, 1991, (“**Lots 2 & 3 Owner**”). Lot 1 Owner and the Lots 2 & 3 Owner are collectively referred to herein as the “**Parties**” or “**Owners**” or individually each as a “**Party**” or “**Owner**.”

RECITALS

A. Lot 1 Owner owns that certain parcel of real property located in Cedar Hills, Utah County, State of Utah, that is more particularly legally described on Exhibit “A” and depicted on Exhibit “B-1” (the “**Lot 1 Property**”).

B. Lots 2 & 3 Owner owns those certain parcels of property located in Cedar Hills, Utah County, State of Utah, that are legally described on Exhibit “A” (the “**Lots 2 & 3 Property**,” and collectively with the Lot 1 Property, the “**Properties**”).

C. The Lots 2 & 3 Property have a subterranean storm water retention chamber, which collects storm water runoff from the Lots 2 & 3 Property through a series of drains, inlet boxes, and pipes (collectively, the “**Storm Water Pipes**”), some of which Storm Water Pipes are located beneath the Lot 1 Property. Certain surfaces of the Lot 1 Property, as outlined in this Agreement, drain into the Storm Water Pipes. The Parties desire to establish easements over, under and across portions of the Properties for the Storm Water Pipes and for cross drainage as described below.

D. The Parties intend that each of them, their respective successors in interest, and their respective lessees, tenants, occupants, contractors, and agents (the “**Permittees**”) shall at all times enjoy the benefits of and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions in this Agreement.

NOW THEREFORE, in consideration of the following encumbrances which shall be binding upon, attach to, and run with the Lot 1 Property and the Lots 2 & 3 Property, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Subject to the terms of this Agreement, Lot 1 Owner and Lots 2 & 3 Owner hereby grant and convey to each other, and their respective successors in interest, and their respective lessees, tenants, occupants, contractors, and agents, a perpetual, non-exclusive easement for the installation, maintenance, removal and repair of the Storm Water Pipes and storm water surface cross drainage, storm water capture, storm water transmission, and storm water retention, over, under and across those portions of the Lot 1 Property and the Lots 2 & 3 Property as are generally described in Exhibit “B” and depicted in Exhibit “B-1” (the “**Easement Area**”), and grant pedestrian and vehicular access, ingress and egress, on, over, across and through any drive aisles on their respective Property, as may be modified by each respective Party from time to time, to provide access to the other Property to the Easement Area

for the limited purpose of installation, maintenance, removal and repair of the Storm Water Pipes and Easement Area. The Lot 1 Property's access and use of the Easement Area shall be further limited to that portion of the Easement Area from the shared north driveway and the shared south driveway to the stormwater system on the Lots 2 & 3 Property, and to such other portions of the Easement Area where the Storm Water Pipes are located, such that if the Storm Water Pipes on another portion of the Lots 2 & 3 Property are affecting the proper operation of the storm water system located on the Lots 2 & 3 Property as a whole, then the Lot 1 Owner may remedy any such disruption as outlined in this Agreement. The Easement Area shall be for the burden and benefit of the each of the Lot 1 Property and the Lots 2 & 3 Property, and their respective owners, successors and assigns, to the extent the Easement Area is located on such Owner's property. For avoidance of doubt, surface water drainage for Lot 1 shall be contained on Lot 1, except with respect to the portions of Lot 1 that are located within the Easement Area.

2. Easement Restrictions. The Easement Areas shall be only for Storm Water Pipes and cross drainage only, and shall not include conduct that unreasonably interferes with commercial operations on the Properties of the Owners or their respective lessees, tenants, occupants, contractors, agents or invitees.

3. Maintenance of Improvements. Each Owner shall be responsible, at all times, to keep the Storm Water Pipes and the Easement Area located on such Owner's Property in good condition and repair, as necessary to maintain the same consistent with applicable laws, ordinances and building codes, the cost of which shall be borne by such Owner. All repairs of the Storm Water Pipes located on the Properties shall be made promptly, and any excavation and construction work relative to said maintenance and repairs shall be made so as to not unreasonably interfere with the use of the areas upon which the Storm Water Pipes are found or to unreasonably interrupt the operation of businesses located on the subject Property.

For purposes of the preceding sentence, "interrupt the operation of the business" includes, but is not limited to (i) the loss of power during the Owner's businesses' normal operating hours due to the work performed by any other Owner or its permittees; or (ii) blocking the flow of traffic related to another Lot Owner's members, customers, vendors or other invitees. Each Owner shall use its best efforts to minimize the impact on traffic and shall ensure that it does not block all access. Each Owner shall keep the other Properties free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under such Owner or any of its permittees pursuant to this Agreement, and shall indemnify, hold harmless and agrees to defend the other Owners from any liens that may be placed on the other Properties to the extent arising from any work performed, materials furnished or obligations incurred by, through, for, or under such Owner or any of its permittees.

4. Failure to Maintain Storm Water Pipes or Easement Area. If an Owner fails to properly maintain or repair the Storm Water Pipes or Easement Area on such Owner's respective Property as required by Section 3 above, any other Owner may give such non-performing Owner written notice of the claimed maintenance or repair failure and the non-performing Owner shall have sixty (60) days following the receipt of such notice to cure such failure. If the non-performing Owner fails to cure the maintenance or repair failure within the sixty (60) day period, or if such failure is not curable within the sixty (60) day period and the non-performing Owner has failed to begin to cure such failure within the sixty (60) day period, the acting Owner may, but shall not be required to, cure the maintenance or repair failure and may charge the non-performing Owner the commercially reasonable costs it incurs in curing such failure. The acting Owner shall be responsible to bill the non-performing Owner for the costs and expenses incurred to cure such failure. All such bills shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The non-performing Owner shall pay all such bills within thirty (30) days after receipt of the bill. In the event the non-performing Owner fails to timely pay any bill, the unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date until the date such amount is paid in full.

5. Damage. Notwithstanding the foregoing, in the event that the Storm Water Pipes or Easement Area are damaged by the act, negligence, willful misconduct, or construction activities of a Party or its permittees, that Party shall be solely responsible to repair the Storm Water Pipes or Easement Area to the condition such was in prior to the damage.

6. Easements Run with the Land. This Agreement and the easements granted or created herein are appurtenant to the subject Properties. Subject to the following provision set forth in this Section 6, the easements and all rights and obligations in this Agreement shall constitute covenants running with the land and bind every person having a fee, leasehold, or any other interest in any portion of the subject Properties, including their respective heirs, assigns, successors, and personal representatives. This Agreement and the easements granted or created herein may only be modified or terminated in a writing signed by the Parties or their respective heirs, assigns, successors, or personal representatives. Such modification or termination shall become effective upon its full execution and recording in the Office of the Utah County Recorder.

7. Indemnification. Each Party shall indemnify, defend, and hold the other harmless from and against any claim, liability, damage, or cost (“**Claims**”) arising out of or relating to their, or their respective permittees, use of the other Party’s portion of the Easement Area unless and to the extent that such Claims are the result of the negligence or willful misconduct of the owner of said portion of the Easement Area.

8. No Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of Properties to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. Each party shall be permitted, from time to time, to take whatever reasonable action it deems necessary to prevent any portion of their respective properties from being dedicated or taken for public use or benefit.

9. Termination of Liability. Whenever a transfer of ownership of any of the Properties subject to this Agreement, or any portion thereof, occurs, to the extent of the portion transferred, the liability hereunder of the transferor for breach of covenant occurring thereafter automatically shall terminate and the transferee shall become liable for the covenants and obligations herein provided from and after such transfer of ownership.

10. Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction in this Agreement shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

12. Further Assurances. The Parties agree to acknowledge, execute, and deliver all such further documents, instruments, or assurances and to perform all such further acts as may be reasonably required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their intent, including the termination, modification, or amendment of this Agreement.

13. Authority of Signers. Each person executing this instrument warrants that they have the authority to execute this document on behalf of any entity or other Party listed in this Agreement.

14. Attorneys' Fees. In any dispute under this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute the original.

16. Abrogation of Any Prior Unrecorded Easements. Any prior easements executed by the parties hereto that are unrecorded as of the date hereof are hereby abrogated.

[Signatures and acknowledgements are on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

LOT 1 OWNER:

America First Federal Credit Union, a federally chartered credit union

By: Missy Key
Its: EVP

Date 9/10/2025

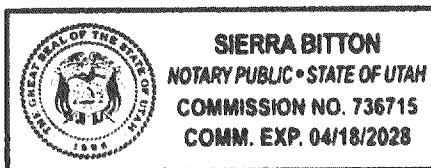
STATE OF UTAH)
:SS

County of WEBER)

On this 10 day of September, 2025, personally appeared before me Missy Key, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (s)he executed the same. Witness my hand and official seal.


Sierra Bitton
Notary Public

[The remaining signatures and acknowledgements are on the following page]



LOTS 2 & 3 OWNER:

Raymond D. Martin, Trustee of the Raymond D. Martin Family Trust, dated October 7, 1991



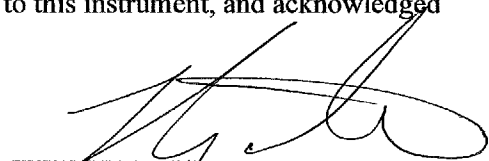
By: Raymond D. Martin
Its: Trustee

8/13/2025
Date

STATE OF California)
County of Orange) :SS

On this 13th day of August, 2025, personally appeared before me Raymond D. Martin, Trustee of the Raymond D. Martin Family Trust, dated October 7, 1991, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same. Witness my hand and official seal.

* See Attached
California
Acknowledgment


Notary Public

Ellen M. Lanegraff, Trustee of the Raymond D. Martin Family Trust, dated October 7, 1991




By: Ellen M. Lanegraff
Its: Trustee

8-13-25
Date

STATE OF California)
County of Orange) :SS

On this 13th day of August, 2025, personally appeared before me Ellen M. Lanegraff, Trustee of the Raymond D. Martin Family Trust, dated October 7, 1991, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same. Witness my hand and official seal.

* See Attached
California
Acknowledgment


Notary Public

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange }On August 13, 2025 before me, Ryan Harrington, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Raymond D. Martin and
Name(s) of Signer(s)
Ellen M. Lane-graff

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Storm Drain Easement AgreementDocument Date: 08/13/2025 Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Raymond D. Martin☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☒ Trustee ☐ Guardian or Conservator☐ Other: _____Signer is Representing: /Signer's Name: Ellen M. Lane-graff☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☒ Trustee ☐ Guardian or Conservator☐ Other: _____Signer is Representing: /

EXHIBIT A
Property Legal Descriptions

Lot 1 Property

All of Lot 1, Cedar Hills Retail Center Subdivision, as shown on the official plat of record in the Utah County Recorder's Office.

Parcel No. 65:434:0001

Lots 2 & 3 Property

All of Lot 2 and 3, Cedar Hills Retail Center Subdivision, as shown on the official plat of record in the Utah County Recorder's Office.

Parcel Nos. 65:434:0002 and 65:434:0003

EXHIBIT B**Description of Easement Area****24-090 JW Properties – Cedar Hills
Drainage Easement****Sept 2, 2025**

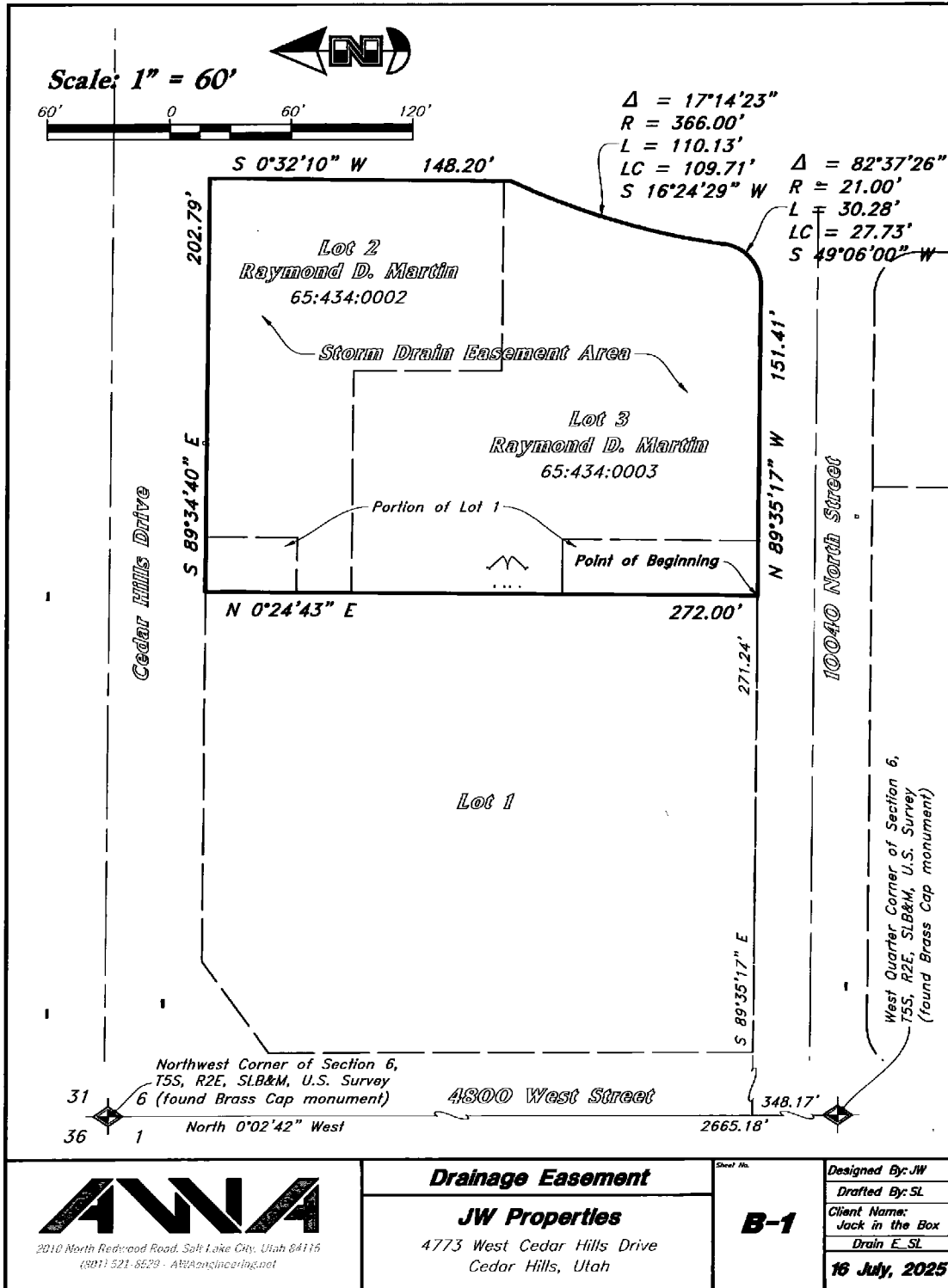
An Easement for Drainage, being all of Lot 2 and all of Lot 3, and a part of Lot 1 of Cedar Hills Retail Center recorded as Entry No. 32437:2015 and as Map No. 14567 located within the Northwest Quarter of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, in the City of Cedar Hills, Utah County, Utah:

Beginning at a point on the South line of Lot 1, located 348.17 feet North 0°02'42" West along the Section line; and 271.24 feet South 89°35'17" East to and along said South line from a Brass Cap Monument found marking the West Quarter Corner of said Section 6; and running thence North 0°24'43" East 272.00 feet to a point on the North line of said Lot 1; thence South 89°34'40" East 202.79 feet along the North line of said Lot 1 and said Lot 2 to the Northeast corner of said Lot 2; thence South 0°32'10" West 148.20 feet along the East line of said Lot 2 to a point on a curve on the East line of said Lot 3; thence along the East and South lines of said Lot 3 the following 3 courses: Southwesterly along the arc of a 366.00 foot radius curve to the left a distance of 110.13 feet (Center bears South 64°58'19" East, Central Angle equals 17°14'23" and Long Chord bears South 16°24'29" West 109.71 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 21.00 foot radius curve to the right a distance of 30.28 feet (Central Angle equals 82°37'26" and Long Chord bears North 49°06'00" East 27.73 feet) to a point of tangency; thence North 89°35'17" West 151.41 feet to the point of beginning.

Contains 52,550 sq. ft.

EXHIBIT B-1

Depiction of Easement Area



ANNA

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - ARI@annalicensing.net

Drainage Easement

JW Properties

4773 West Cedar Hills Drive
Cedar Hills, Utah

B-1

Designed By: JW
Drafted By: SL
Client Name:
Jack in the Box
Drawn By: SL
16 July, 2025