

REAL ESTATE PURCHASE CONTRACT AND SETTLEMENT AGREEMENT

This Settlement Agreement and Real Estate Purchase Contract (“**Contract**”) is entered into by the Magna Metro Township (“**Buyer**”), a municipality incorporated under the laws of the State of Utah; Salt Lake County (“**County**”), a county organized under the laws of the State of Utah; and Sego Properties, LLC (“**Seller**”), a Utah limited liability company, as of the date executed by all parties (“**Effective Date**”). For the purposes of this Contract, Buyer, the County, and Seller will be referred to individually as “**Party**” or “**Parties**” as the context may require.

RECITALS

A. Seller is the owner of real property in Salt Lake County, Utah, more particularly described as Salt Lake County Parcel No. 14-33-227-028-0000, with the address of 7373 W. 3500 S., Magna, Utah 84044 (the “**Sego Property**”).

B. On February 21, 1978, prior to Buyer’s incorporation, the County recorded a perpetual surface drainage easement (“**Stormwater Easement**”), which gave the County an easement that authorized it to install a storm drain pipeline for the transportation of surface water over, across, through, and under the northeast quadrant of the Sego Property.

C. The Stormwater Easement is found in page 951 of Book 4627 (No. 3067549) and is attached as **Exhibit 1**.

D. Instead of a stormwater pipeline, the County installed a stormwater drainage pond (the “**Pond**”) that now occupies the northeast quadrant of the Sego Property.

E. When Buyer incorporated as a municipality in 2017, it assumed ownership of the stormwater facilities within its municipal boundaries, including the Pond and Stormwater Easement, along with the County’s stormwater responsibilities.

F. A dispute arose between Seller and the County over the maintenance of the Pond and the Stormwater Easement, which resulted in a maintenance agreement dated July 7, 2017 (“**Maintenance Agreement**”) between Seller and the County (**Exhibit 2**), pursuant to which the County agreed to make certain improvements and to landscape the area.

G. Buyer was not a party to the Maintenance Agreement and a subsequent dispute arose between the Parties over the scope and intent of the Maintenance Agreement and Stormwater Easement.

H. To resolve this dispute and all claims that Seller may have against the County and Buyer, Buyer will purchase the portion of the Sego Property on which the Pond is located for \$46,782.33 and Buyer will also pay seller the sum of \$62,375.76 to settle all present and past

disputes, claims, damages, complaints, and grievances related to the Pond. This will result in a total payment to Seller of \$109,158.09.

I. To effectuate this Contract, Seller will need to: (i) subdivide the Sego Property into two parcels; (ii) convey the newly created parcel with the Pond to Buyer; and (iii) obtain a variance for certain setback requirements from Buyer, which is the applicable land use authority.

J. Buyer agrees to pay for all costs associated with the subdivision and variance process and will waive all applicable fees that Seller would otherwise incur in relation to the subdivision and variance.

K. Upon the completion of the subdivision and conveyance of the Property to Magna, the County agrees to release the Stormwater Easement.

L. To make improvements to the northern portion of the Pond, the Parties agree that Buyer will have a temporary construction easement to cross a portion of Seller's property and to repair and replace a small portion of an existing wall located on Seller's property, at Buyer's sole cost and expense.

AGREEMENT

1. PROPERTY DESCRIPTION: The portion of the Property that Buyer will purchase will be referred to as the "**Property**" for the purposes of this Contract. Any reference below to the term "Property" excludes the portion of the Sego Property that will remain following the subdivision (the "**Remaining Parcel**"), which Seller will retain following the required subdivision and variance. The legal descriptions for the Remaining Parcel and the Property are set forth in **Exhibit 3**. Unless excluded herein, this sale includes all fixtures presently attached to the Property, including but not limited to any stormwater infrastructure and the chain link fence (**Fence**) located on the eastern and northern portions of the Property. Seller will retain ownership of the portion of the Fence located on the southern and western borders of the Property.

2. PURCHASE PRICE AND SETTLEMENT PAYMENT. The purchase price for the Property and the settlement payment (the "**Purchase Price and Settlement Payment**") will include: (1) a purchase price of \$46,782.33 for the purchase of the Property; and (2) a settlement payment of \$62,375.76 to settle all present and past disputes, claims, damages, complaints, and grievances related to the Pond. Upon the Parties' execution of this Contract, the Seller will deposit the Purchase Price and Settlement Payment with First American Title (the "**Title Company**"), or with another title company agreed upon by the Parties in writing. The Title Company will hold the Purchase Price and Settlement Payment in escrow pursuant to Section 4.

3. SELLER DISCLOSURES. Within 30 days of the Effective Date, Seller will provide to Buyer the following documents, if applicable, in hard copy or electronic format which are collectively referred to as the "**Seller Disclosures**:"

3.1. Rental Agreements and Leases. A copy of all leases and rental agreements now in effect that pertain to the Property, if any; and

3.2. Studies and Reports. Copies in Seller's possession, if any, of any studies and/or reports that have previously been done on the Property, including without limitation, environmental reports, soils studies, site plans, and surveys.

4. SETTLEMENT AND CLOSING.

4.1. Subdivision and Variance Applications. Within 30 days of the Effective Date, Seller will execute and file the subdivision application along with the corresponding plat attached as **Exhibit 4** and the variance application attached as **Exhibit 5** with the Greater Salt Lake Municipal Services District ("MSD"), which is Buyer's contracted land use services provider. Buyer will waive all applicable filings fees and pay all costs associated with the subdivision and variance applications. Buyer will also diligently process the subdivision and variance applications. Seller will timely cooperate with, support, and execute documents necessary for the Buyer to pursue the subdivision and variance. Modifications to this Contract to facilitate, or that are required by, the subdivision and variance process may be made by separate written addenda signed by the Parties. Within 15 days of the date the subdivision and variance applications have been approved, Buyer will record the plat creating the Property and any other applicable documents related to the subdivision ("**Subdivision Documents**") with the Salt Lake County Recorder's Office. Buyer will pay all costs associated with recording the Subdivision Documents and securing a new parcel number for the Property. Within seven (7) days of recording the Subdivision Documents and/or receiving a new parcel number for the Property, Buyer will notify the Seller and the County in writing of the new parcel number for the Property. Within 15 days of receiving notice of the new parcel number for the Property: (i) Seller will complete and execute the quit claim deed attached as **Exhibit 6** and provide it to the Title Company; (ii) the County will complete and execute the "**Notice of Release of Easement**" attached as **Exhibit 7** and provide it to the Title Company; and (iii) Seller will execute the "**Temporary Construction Easement**" attached as **Exhibit 8** and provide it to the Title Company. The Title Company will hold and release the Deed, Release of Easement, and Construction Easement in escrow pursuant to the terms of this Contract.

4.2. Title Report and Insurance. Seller warrants and represents that Seller has fee title to the Property. Within 30 days of the Effective Date, Buyer will pay for a title report and a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Buyer will assume all responsibility and liability for or relating to obtaining the title report and title insurance and any commitment for title insurance. If the Title Company declines to issue title insurance due to defects in the title of the Property and such defects cannot be reasonably cured, Buyer may, in its discretion, terminate this Contract in writing at any time prior to Closing. Similarly, if the subdivision or variance applications are denied and cannot be reasonably modified to secure approval, Seller may terminate this contract in writing.

4.3. Closing.

4.3.1. For purposes of this Contract, "Closing" means that the following conditions precedent have been satisfied: (i) settlement has been completed; (ii) Buyer has delivered the Purchase Price and Settlement Payment to the Title Company; (iii) the

Subdivision documents have been recorded in the office of the Salt Lake County Recorder; (iv) the Parties have signed and delivered to the Title Company all documents required by this Contract, by written escrow instructions, or by applicable law; (v) Buyer has obtained a commitment of title insurance pursuant to Section 4.2 and paid all fees charged by the Title Company for its services in the settlement/closing process; and (vi) if applicable, Seller has paid off all mortgages, trust deeds, judgments, assessments, mechanic's liens, tax liens, and warrants.

4.3.2. Closing will occur within 15 days following the date on which all of the conditions precedent in Section 4.3.1 have been satisfied. At closing, the Title Company will record the Deed, Notice of Release of Easement, and Temporary Construction Easement with the Salt Lake County Recorder's Office, after which time the Title Company will release the Purchase Price and Settlement Payment to Seller. Buyer will pay all costs associated with recording the Deed and the Construction Easement. The County will pay all costs associated with recording the Notice of Release of Easement.

4.3.3. Taxes and assessments for the current year, applicable rents (if any), and interest on assumed obligations will be prorated at Closing as of the Closing date, unless otherwise agreed to in writing by the Parties in the settlement statement or otherwise.

5. POSSESSION. Seller will deliver physical possession of the Property to Buyer at the hour of Closing.

6. POND AND FENCE. The Parties acknowledge and agree that: (i) Buyer intends to operate the Property as a stormwater detention pond pursuant to all applicable laws and regulations and to improve the Pond in a fashion identical to or equivalent in form and function to the attached plans (**Exhibit 9**), meaning that the improvements Buyer intends to make to the Pond will have a permanent drain at its lowest point; (ii) the Parties recognize and agree that the plans are draft plans that are 60% complete and subject to change; (iii) Buyer, as the fee simple owner of the Property, will have full discretion to use the Property as it sees fit in accordance with all applicable laws and regulations; (iv) that Buyer will own and be solely responsible for the portions of the existing Fence located on the Property (i.e., the eastern and northern portions); (iii) that Seller will own and be solely responsible for the portion of the existing Fence located on the Remaining Parcel (i.e., the southern and western portions of the Fence); (v) that Buyer and Seller will only be responsible for operating, maintaining, and replacing their respective portions of the Fence in accordance with the laws and regulations that govern their current and future respective uses (e.g., a stormwater detention pond for Buyer and a daycare for Seller); (vi) Buyer and Seller may remove their respective portions of the Fence at any time without prior notice to the other Party; (vii) Buyer and Seller will each be solely responsible for any additional fencing needs or requirements that may be required for their respective needs and uses on their respective properties; and (viii) Buyer will survey and stake the Property to delineate the property boundary before beginning work on the improvements described in Exhibit 9.

7. FIRST RIGHT OF REFUSAL. Before selling the Property to any other potential purchaser, Buyer will first offer in writing to sell the Property to Seller at an offer price (**Offer**

Price). Seller will then have thirty (30) days after receipt of written notice from Buyer to either purchase the Property at the Offer Price, negotiate a different Offer Price, or to decline the purchase of the Property, which Seller must do in writing. If the Parties are unable to reach an agreement regarding the purpose of the Property within the thirty (30) days, Buyer will have satisfied its obligations under the terms of this paragraph. Seller may not assign this first right of refusal.

8. CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE. Seller represents and warrants that the Property is not listed with any real estate brokerage or agent and acknowledges that Buyer will not be responsible for the payment of any commission or real estate agent fees to a seller's agent. Likewise, Seller will not be responsible for the payment of any commission or real estate agent fees and no portion of the total Purchase Price will be used to pay any commission or real estate agent fees.

9. OTHER WARRANTIES & REPRESENTATIONS.

9.1 Condition of Title. Buyer agrees to accept title to the Property subject to the contents of the commitment for title insurance as agreed to by Buyer herein. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services pertaining to the Property after Closing.

9.2 Condition of Property. The Buyer is familiar with the Property and the Property is being sold "as is" and the Buyer accepts the Property as is.

9.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (i) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (ii) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the Property which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; and (iii) all work which will be performed in, on or about the Property or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained.

10. ENVIRONMENTAL LIABILITY. The Buyer is familiar with the Property and all potential liabilities or hazards. The Buyer is purchasing the Property in an "as-is" condition and accepts its potential liabilities.

11. CHANGES DURING TRANSACTION. Seller agrees that from the Effective Date until the date of Closing, Seller will not, without the prior written consent of Buyer: (i) make any changes in any applicable existing leases; (ii) enter into any new leases; (iii) make any substantial alterations or improvements to the Property; or (iv) incur any further financial encumbrances against the Property.

12. RELEASE OF CLAIMS

12.1. Mutual Release. Subject to the terms of this Contract, the Parties fully and completely release, acquit, waive, and forever discharge one another from any and all claims, causes of action, or damages that were known or could have been known and that have been or could have been asserted relative to the Stormwater Easement, the Maintenance Agreement, the Sego Property, the Remaining Parcel, the Property, and any other related matter, dispute, issue, or controversy involving the Parties.

12.2. Compromise and Settlement. The Parties represent, acknowledge, and agree that this Contract is a compromise and settlement of claims and demands that are disputed, and nothing herein will be construed as an admission of the validity of said claims or demands.

12.3. Abandonment of Claims and Rights. Upon the completion of the Closing, Seller forever disclaims, abandons, and terminates any rights or claims to the Stormwater Easement to the extent the Stormwater Easement burdens the Property, the Maintenance Agreement, and the Property.

12.4. No Other Representations. Except as set forth herein, each Party represents and acknowledges that, in executing this Contract, it does not rely and has not relied upon any representation or statement made by the other Party, or by any agents, representatives, or attorneys of the other Party with regard to the subject matter, basis, or fact of this Contract.

13. ATTORNEY FEES AND COSTS. In the event of litigation to enforce this Contract, the prevailing Party will be entitled to costs and reasonable attorney fees.

14. NON-MERGER. This Contract will survive Closing and not be merged into the Closing and Deed.

15. DIGITAL IMAGES AND COUNTERPARTS. Email of a digital image or a signed copy of this Contract, any addenda and counteroffers, and the emailing of any signed digital image will constitute delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

16. ENTIRE AGREEMENT. This Contract: (i) supersedes any other agreements, whether written or oral, that may have been made or entered into by the Parties (or by any director, officer, or representative of such Parties) relating to the matter contemplated hereby; and (ii) constitutes the entire agreement by and between the Parties, and there are no representations, warranties, covenants, agreements, or commitments except as expressly set forth herein.

17. AMENDMENTS. This Contract may be amended only by a written agreement properly executed by the Parties. No verbal instructions, understandings, etc., nor letters, emails, or other documents signed by one of the Parties will operate as an amendment to this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence in this Contract.

19. ASSIGNMENT. It is expressly understood that the Parties may not assign their duties and obligations arising under this Contract.

20. TITLES AND HEADINGS. The titles and headings in the Contract for the convenience of the Parties only and are not to be considered when interpreting this Contract.

21. GOVERNING LAW AND VENUE. This Contract will be governed and construed in accordance with the laws of the State of Utah. Further, the Parties agree that the courts in and for the State of Utah will have exclusive jurisdiction over all claims relating to or arising out of this Contract, or the breach thereof, whether sounding in contract, tort, or otherwise, and that any action resulting from this Contract will be brought in Salt Lake County, Utah, subject to the dispute resolution provisions herein.

22. FORCE MAJEUR. Performance under this Contract will be excused during any event of force majeure, which means any cause beyond the reasonable control of the affected Party which, despite the exercise of due diligence, such Party is unable to prevent or overcome, including without limitation an act of God causing material interference with the performance of the Contract.

23. COMPLIANCE WITH LAWS. Where the performance of any act required under this Contract would conflict with or be in violation of any statute, regulation, ordinance, judicial or administrative order, or any other legal requirement, non-performance will not constitute a breach of this Contract.

24. SEVERABILITY. If any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

25. WAIVER. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

26. COUNTERPARTS. This Contract may be executed in counterparts, and when each Party has signed and delivered one such counterpart, each counterpart will be deemed an original, and when taken together with the other signed counterparts, will constitute one Contract. Copies or facsimiles of signatures to this Contract have the same effect as if the signatures were placed on the originals and will be deemed to be fully executed by each signatory.

27. NOTICES. All demands and notices and invoices required to be given hereunder will be considered served on the date when sent to the below email addresses, personally delivered, or deposited in any mail facility maintained by the United States Post Office, postage prepaid, to the below contact information, which the Parties may update and amend from time to time through written notice to the other Parties:

To Seller:

SEGO PROPERTIES, LLC
c/o Darrell Sego
488 River Meadow Drive
Alpine, Utah 84004
darrellsego@gmail.com

To Buyer:

MAGNA METRO TOWNSHIP
c/o Greg Schulz, Administrator
8952 West Magna Main Street
Magna, Utah 84044
greg.schulz@magnacity.org

To County:

SALT LAKE COUNTY
c/o Kade Moncur
Flood Control/Engineering
2001 S. State St. N3-120
Salt Lake City, Utah 84190
Kmoncur@slco.org

28. INCORPORATION OF EXHIBITS. With the exception of Exhibits 1 “Stormwater Easement” and 2 “Maintenance Agreement,” all other exhibits are incorporated and made a part of this Contract as if set forth fully herein.

29. INCORPORATION OF RECITALS. The recitals to this Contract are incorporated as part of this Contract as if set forth fully herein.

30. NONCOMPLIANCE. In the event of a default or breach of any of the terms of this Contract by the Parties, the non-defaulting Party will provide the defaulting Party with written notice of the default and will provide the defaulting Party with thirty (30) days from the date of the notice to remedy the default or such time as is reasonably required to remedy the default. If the defaulting Party fails to remedy the default, the non-defaulting Party may exercise any right or remedy that it may have at law or equity.

31. LEGAL EXPENSES. If either Party brings a legal action to enforce or interpret any term of this Contract, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

32. AUTHORITY. Each of the Parties represents and warrants that it possesses the authority necessary to enter into this Contract and that this Contract has been duly authorized, executed, and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

33. LEGAL REVIEW. The Parties represent and agree that they had full opportunity to review this Contract and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter will not be applied to this Contract.

34. NECESSARY ACTS OF COOPERATION. The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Contract and which

are necessary and proper to make effective the provisions of and transaction contemplated by this Contract. Provided, however, that neither Party will act, or purport to act, on behalf of the other without the express written consent of the other Party.

35. NO THIRD-PARTY BENEFICIARIES. This Contract is not intended to be a third-party beneficiary contract for the benefit of any third parties.

36. GOVERNMENTAL IMMUNITY ACT. The Parties further understand and agree that Buyer and County are governmental entities subject to the obligations, requirements, protections, and safeguards of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101 *et. seq.* and that none of the Parties waive nor relinquish any applicable provisions or protections of that Act.

MAGNA METRO TOWNSHIP
a political subdivision of Utah

By: _____
Name: Dan Peay
Its: Mayor

Date: _____

ATTEST:

By: _____
Name: Sherrie Swensen
Its: Clerk

Date: _____

Approved as to Form:

By: _____
Name: Paul Ashton
Its: Legal Counsel

Date: _____

SEGO PROPERTIES, LLC
a Utah limited liability company

By: _____

Name: Darrell Sego

Its: Owner

Date: _____

SALT LAKE COUNTY
a political subdivision of Utah

By: _____
Name: Jennifer Wilson
Its: Mayor

Date: _____

ATTEST:

By: _____
Name: Sherrie Swensen
Its: Clerk

Date: _____

Approved as to Form:

By: _____
Name: _____
Its: Deputy County Attorney

Date: _____

Exhibit 1

“Stormwater Easement”

SLC Flood Control *SLC FLOOD CONTROL*
7125 SOUTH GOOD WEST
MIDVALE UTAH
84047
 Salt Lake County, Utah, U.S. SURFACE DRAINAGE EASEMENT FEB 21 1978

3067549

HOMES OF DISTINCTION, INC., a Corporation of the State of Utah, GRANTOR, does hereby convey and warrant to SALT LAKE COUNTY, a Body Corporate and Politic of the State of Utah, GRANTEE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement for the purpose of maintaining and/or laying a storm drain pipeline and its appurtenant parts thereto for the transportation of surface draining water over, across, through, and under the premises situated in Salt Lake County, Utah, said easement so described as follows:

Beginning at a point which is North 89°56'34" West 1000.45 feet and South 0°07'57" West 40.00 feet from the Northeast Corner of Section 33, Township 1 South, Range 2 West, Salt Lake Base & Meridian; and running thence South 0°07'57" West 183.00 feet; thence South 51°52'10" West 25.472 feet; thence North 0°07'57" East 198.748 feet; thence South 89°56'34" East 20.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto SALT LAKE COUNTY with the perpetual right of ingress and egress to, from, and along said easement and with the right to operate, maintain, repair, replace and/or remove said pipeline and its appurtenant parts.

GRANTEE agrees to make all necessary repairs to said GRANTOR'S property to a like manner as it was prior to construction.

HOMES OF DISTINCTION, INC.

By: *Stephen L. Tripp*

STEPHANIE ESTATES

STATE OF UTAH }
 COUNTY OF SALT LAKE } ss.

On the 7th day of February, 1978, personally appeared before me Stephen L. Tripp the signer of the above instrument, who duly acknowledged to me that he executed the same.

Rebecca S. [Signature]
 Notary Public
 My Commission Expires 10/14/79 Residing in Sandy, Utah

BOOK 4627 PAGE 951

Exhibit 2

“Maintenance Agreement”

CONTRACT COVER PAGE

Contract Number: PN17105C Version: 1 Desc: PWE 7373W 3500S Maintenance
Supplier Name: SEGO PROPERTIES
Comments: PWE- Exempt Non-Compete - Maintenance Agreement. County, at its sole expense to install certain improvements on the easement to allow the detention pond thereon to drain into a storm drain, as well as complete various landscaping work (County has a drainage easement over the property and owner wants the improved landscaping). Owner is then responsible for the upkeep and maintenance of the landscaping improvements. IF county has to expend funds on the maintenance, owner will reimburse County within 30 days. Term perpetual until terminated in writing (put out 10 years to 10/01/2027 for agency review at least that often)
Contract Amount: \$1.00
Agency Name: PW-Project Management & Design
Period Performance from 10/2/2017 to 10/1/2027
Procurement Type: EXO Exempt Other
Reason Code:
Buyer: CMarsing



When recorded, mail to:

Salt Lake County
Engineering
2001 South State Street N3-600
Salt Lake City, Utah 84190-4050

Affects Parcel No(s): 14332270280000

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 7th day of July, 2017, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and Sego Properties, LLC, a Utah limited liability corporation with a registered address of 488 River Drive Meadow Drive Alpine, Utah 84004 (the "Owner").

RECITALS

WHEREAS, the County is authorized and required to regulate and control the disposition of storm and surface waters within the unincorporated County and the Magna Metro Township and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property located at 7373 West 3500 South Magna, Utah 84044, Salt Lake County parcel number 14332270280000 (the "Property"); and

WHEREAS, the County has a drainage easement over the parcel, as evidenced by the Surface Drainage Easement attached hereto and incorporated by this reference as Exhibit "A"; and

WHEREAS, the County desires to install certain improvements on the easement to allow the detention pond thereon to drain into a storm drain, as well as complete various landscaping work (collectively called the "Project"); and

WHEREAS, the Owner desires for his property to be improved by this landscaping, and is willing to maintain said landscaping after its completion by the County; and

WHEREAS, the County and the Owner desire to enter into this maintenance agreement to set forth the obligations and responsibilities of each party in completing the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits received and to be received by the Owner, its successors and assigns, and the mutual covenants contained herein, the parties agree as follows:

SECTION 1

Construction of Project. The County shall, at its sole cost and expense, complete the Project as approved by the County. The Owner shall not be responsible for any initial construction work for the Project. As part of the Project, County will complete the following landscaping improvements upon its easement and on the Property: (1) install lawn and (2) install sprinkler system (the "Landscaping Improvements").

SECTION 2

Maintenance of Stormwater Facilities. The Owner shall be solely responsible for all costs and expenses associated with the operation, maintenance, upkeep, and repair of the Landscaping Improvements located within the easement area, including the lawn and sprinkler system. The Owner shall, at its sole cost and expense, perform all work necessary to keep these improvements in good working condition.

SECTION 3

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Landscaping Improvements within the easement area as may be determined as reasonably necessary so long as these improvements are adequately maintained and continue to operate as designed and approved.

SECTION 4

Reimbursement of Costs. In the event the County, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to operation and maintenance of the Landscaping Improvements, the Owner shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the County in collection of delinquent payments. The Owner hereby authorizes the County to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

SECTION 5

Successors and Assigns. This Agreement shall be recorded in the office of the County Recorder and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

SECTION 6

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

SECTION 7

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

SECTION 8

Indemnification. This Agreement imposes no liability of any kind whatsoever on the County. The Owner hereby agrees to indemnify and hold the County and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, and the Owner's officers, employees, agents, and representatives.

SECTION 9

Amendments. This Agreement shall not be modified except by written instrument executed by the County and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

SECTION 10

Subordination Requirement. If there is a lien, trust deed or other property interest Recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.

[SIGNATURE PAGE TO FOLLOW]


PN17105C

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

SALT LAKE COUNTY

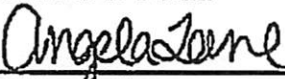
By: 
Mayor or Designee

Administrative Approval:

By: 
Kade Moncur,
Division Director

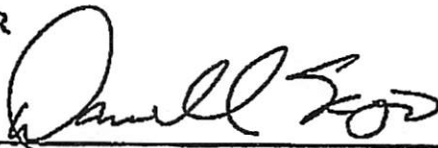
Date: 7/17/2017

Approved as to Form:

By: 
Angela Lane,
Deputy District Attorney

Date: 12/21/2016

OWNER

By: 

Print: DARREN SEGGO

Title: OWNER - SEGGO PROPERTIES

Date: JULY 7, 2017

(Must be notarized, see attached)

PN17105C

STATE OF UTAH)

: ss.

County of Salt Lake Utah)

On this 7th day of July, 20 17, personally
appeared before me Darrell Sege, who being by me duly
sworn, did say that he is the owner of Sege Properties
a Utah limited liability corporation, and that the foregoing
instrument was signed in behalf of said corporation by authority of its Board of Directors, and s/he
acknowledged to me that said corporation executed the same

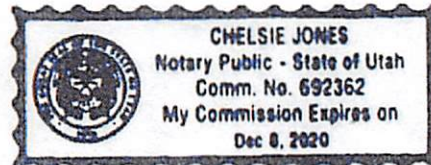
[Signature]

NOTARY PUBLIC

Residing in Salt Lake County, Utah

My Commission Expires:

Dec. 8 2020



PN 17105C

Exhibit A

Surface Drainage Easement

S.L.C Flood Control SLC Flood Control
725 South 600 West
Midvale Utah
84047
 Salt Lake County, Utah, C/ *1978*
 SURFACE DRAINAGE EASEMENT - FEB 21 1978

3067549

HOMES OF DISTINCTION, INC., a Corporation of the State of Utah, GRANTOR, does hereby convey and warrant to SALT LAKE COUNTY, a Body Corporate and Politic of the State of Utah, GRANTEE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement for the purpose of maintaining and/or laying a storm drain pipeline and its appurtenant parts thereto for the transportation of surface draining water over, across, through, and under the premises situated in Salt Lake County, Utah, said easement so described as follows:

Beginning at a point which is North 89°56'34" West 1000.45 feet and South 0°07'57" West 40.00 feet from the Northeast Corner of Section 33, Township 1 South, Range 2 West, Salt Lake Base & Meridian; and running thence South 0°07'57" West 183.00 feet; thence South 61°52'10" West 25.472 feet; thence North 0°07'57" East 198.748 feet; thence South 89°56'34" East 20.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto SALT LAKE COUNTY with the perpetual right of ingress and egress to, from, and along said easement and with the right to operate, maintain, repair, replace and/or remove said pipeline and its appurtenant parts.

GRANTEE agrees to make all necessary repairs to said GRANTOR'S property to a like manner as it was prior to construction.

HOMES OF DISTINCTION, INC.

By: *Stephen L. Tripp*

STEPHANIE ESTATES

STATE OF UTAH }
 COUNTY OF SALT LAKE } ss.

On the 7th day of February, 1978, personally appeared before me Stephen L. Tripp the signer of the above instrument, who duly acknowledged to me that he executed the same.

Rebecca
 Notary Public
 My Commission Expires 10/14/79 Residing in Sandy, Utah

BOOK 4627 PAGE 951

Exhibit 3

Legal Descriptions for the “Remaining Parcel” and the “Property”

“REMAINING PARCEL”

Lot 1, Proposed Basin 7 Subdivision

All of Lot 1 of the proposed Basin 7 Subdivision being part of an entire tract of land described in that Quit Claim Deed recorded as Entry No. 11571638, in Book 10240, at Page 8787, in the Office of the Salt Lake County Recorder. Said Lot 1 is located in the Northeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at the northeasterly corner of Stephanie Estates Subdivision, platted and recorded as Entry #2852330, in Book 76-9, on Page 182, in the Office of said Recorder; thence N. 89°56'34" W. 155.55 feet along the southerly boundary line of said entire tract; thence N. 00°07'57" E. 140 feet along the westerly boundary line to the northwesterly corner of said entire tract and the southerly right of way line of 3500 South Street; thence S. 89°56'34" E. 124.69 feet along the northerly boundary line of said entire tract and southerly right of way line; thence S. 36°48'18" W. 22.65 feet; thence S. 03°15'10" W. 82.43 feet; thence S. 89°20'48" E. 48.87 feet to the easterly boundary line of said entire tract; thence S. 00°07'57" W. 39.04 feet along said easterly boundary line to the **point of beginning**.

The above-described Lot 1 of the proposed Basin 7 Subdivision contains 17,244 square feet in area, or 0.396 acres, more or less.

BASIS OF BEARING: N. 89°56'34" W. along the north section line between the Northeast corner and the North Quarter corner of said Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

“THE PROPERTY”

Lot 2, Proposed Basin 7 Subdivision

All of Lot 2 of the proposed Basin 7 Subdivision being part of an entire tract of land described in that Quit Claim Deed recorded as Entry No. 11571638, in Book 10240, at Page 8787, in the Office of the Salt Lake County Recorder. Said Lot 2 is located in the Northeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in the easterly boundary line of said entire tract 39.04 feet N. 00°07'57" E. of the northeasterly corner of Stephanie Estates Subdivision, platted and recorded as Entry #2852330, in Book 76-9, on Page 182, in the Office of said Recorder; thence N. 89°20'48" W. 48.87 feet; thence N. 03°15'10" E. 82.43 feet; thence N. 36°48'18" E. 22.65 feet to the northerly boundary line of said entire tract and the southerly right of way line of 3500 South Street; thence S. 89°56'34" E. 30.86 along the said northerly boundary line and southerly right of way line to the northeasterly corner of said entire tract; thence S. 00°07'57" W. 100.96 feet along said easterly boundary line to the **point of beginning**.

The above-described Lot 2 of the proposed Basin 7 Subdivision contains 4,533 square feet in area, or 0.104 acres, more or less.

BASIS OF BEARING: N. 89°56'34" W. along the north section line between the Northeast corner and the North Quarter corner of said Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

Exhibit 4

Subdivision Application



G R E A T E R S A L T L A K E

Municipal Services District

OFFICE USE ONLY

File Number:

Accepted Date:

Subdivision

Important: This application should only be submitted after meeting or speaking with a planner to ensure the correct application type is being made and to clarify what documents are required with your submittal. Failure to do so may require resubmittal or delay your project. General requirements can be found on subsequent pages.

Owner/Applicant Information

Name: _____
Last First

Address: _____
Street City/State Zip

Email: _____ Contact Number: _____

Agent/Representative Information

Name: _____
Last First

Organization/Business Name: _____

Address: _____
Street City/State Zip

Email: _____ Contact Number: _____

Development Information

Property Address/Location: _____
Street City/State Zip

Parcel Number(s): _____

Acres: _____ Proposed Use: _____

Existing Zone: _____ Existing Use (if applicable) _____

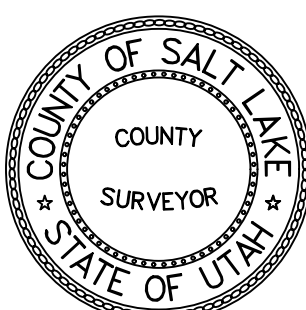
Description of request & Project name (if applicable): _____

[illegible]

SURVEYOR'S CERTIFICATE

I, Reid J. Demman, a Professional Land Surveyor, as Salt Lake County Surveyor, State of Utah, my term of office running from January 1, 2021 to December 31, 2024 as prescribed under the laws of the State of Utah, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as Basin 7 Subdivision.

Reid J. Demman, P.L.S.
Salt Lake County Surveyor



Date _____

PRELIMINARY

RECORD DEED DESCRIPTION
from Quitclaim Deed, Entry #11871638, Book 10240, Page 8787

BEG NE COR STEPHANIE ESTATES SUB, N 89°56'34" W 155.55 FT;
N 0°07'57" E 140 FT; S 89°56'34" E 155.55 FT; S 0°07'57" W 140 FT
TO BEG. 0.50 AC, M OR L

DESCRIPTION

An entire tract of land described in that Quitclaim Deed, recorded as Entry #11871638, in Book 10240, on Page 8787, in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at the southeasterly corner of said entire tract, which is the northeast corner of the Stephanie Estates Subdivision, recorded as Entry #2852330, in Book 76-9, on Page 182, in said Salt Lake County Recorder's Office, said point is also 1,661.40 feet S. 89°56'34" E. along the section line and 179.98 feet S. 00°07'57" W. from the North Quarter corner of said Section 33; thence N. 89°56'34" W. 155.55 feet along the southerly boundary line to the southwesterly corner of said entire tract; thence N. 00°07'57" E. 140 feet along the westerly boundary line to the northwesterly corner of said entire tract and a point on the southerly right of way line of 3500 South Street; thence S. 89°56'34" E. 155.55 feet along the northerly boundary line of said entire tract and said southerly right of way line to the northeasterly corner of said entire tract; thence S. 00°07'57" W. 140 feet along the easterly boundary line of said entire tract to the point of beginning.

The above described entire tract contains 21,777 square feet in area, or 0.500 acre, more or less.

The Basis of Bearing for this survey is N. 89°56'34" W. along the north section line between the Northeast corner and the North 1/4 corner of Section 33, T. 1 S., R. 2 W.

OWNERS DEDICATION

I/WE, THE UNDERSIGNED OWNER(s) OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN HEREON AND NAME SAID TRACT:

BASIN 7 SUBDIVISION

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE AND CANAL MAINTENANCE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH.

SIGNED THIS _____ DAY OF _____, 20____

_____ AUTHORIZED REPRESENTATIVE

ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY, THE SIGNERS OF THE ABOVE OWNERS DEDICATION, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

STAMP _____ NOTARY PUBLIC _____

BASIN 7 SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH

SALT LAKE COUNTY RECORDER

RECORDED # _____

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE \$ _____ SALT LAKE COUNTY RECORDER _____

Exhibit 5

Variance Application



G R E A T E R S A L T L A K E

Municipal Services District

OFFICE USE ONLY

File Number:

Accepted Date:

Variance, Exception or Waiver

Important: This application should only be submitted after meeting or speaking with a planner to ensure the correct application type is being made and to clarify what documents are required with your submittal. Failure to do so may require resubmittal or delay your project. General requirements can be found on subsequent pages.

Owner/Applicant Information

Name: _____
Last First

Address: _____
Street City/State Zip

Email: _____ Contact Number: _____

Agent/Representative Information (if applicable)

Name: _____
Last First

Organization/Business Name: _____

Address: _____
Street City/State Zip

Email: _____ Contact Number: _____

Development Information

Property Address/Location: _____
Street City/State Zip

Parcel Number(s): _____

Acres: _____ Proposed Use: _____

Existing Zone: _____ Existing Use (if applicable) _____

Description of request & Project name (if applicable): _____

**Sego Properties, LLC
Variance Application
Project Description**

The Magna Metro Township is purchasing a portion of parcel 14-33-227-028-0000 as part of a settlement and purchase agreement with the applicant. More specifically, the agreement will resolve a dispute stemming from an easement that Salt Lake County recorded against the parcel in 1978. The easement authorized Salt Lake County to install and operate a storm drain pipeline but the County installed a stormwater detention pond. Magna assumed Salt Lake County's interests and responsibilities for the pond when it incorporated in 2017. To resolve any disputes involving the pond, Magna has agreed to purchase the portion of the above parcel on which the pond is located. This will require that portion of the parcel to be subdivided and then deeded to Magna. After the subdivision, an existing commercial structure on applicant's remaining portion of the parcel will be located about nine feet from the new property line. This conflicts with the setback requirements of Section 19-32-050(C), which requires 20 feet between a non-residential main building and the property line. A variance is therefore needed.

Section 19.92.040 requires that the following factors be met for a variance to issue:

- a. Literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purposes of the zoning ordinance: The purpose of the setback requirement is to provide sufficient distance between property lines and particularly buildings. The subdivision will not change how the property is used nor allow for new structures to be built, meaning that the current stormwater detention pond that has existed since 1978 will remain – only ownership of the underlying land will change. Enforcing the setback requirement would create an undue hardship by preventing applicant and Magna from effectuating the terms of their settlement. With respect to Section 19-92-040(2), the variance is: (1) located on the property for which the variance is sought; and (2) stems from conditions that are unique to the property (i.e., the detention pond), which is not self-imposed or economic.
- b. There are special circumstances attached to the property that do not generally apply to other properties in the same district: See "a" above. This purpose of the variance is to effectuate the terms of a settlement agreement that will not be possible without a variance.
- c. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same district: The easement Salt Lake County obtained in 1978 burdens other properties. However, the County constructed a buried stormwater pipeline on those properties, thereby allowing the owners of those properties almost full use of their land. However, the construction of a stormwater detention pond instead of a pipeline on applicant's property prevents applicant from using the property to the same extent as the other burdened parcels without compensation. The purpose of the settlement is to place applicant on parity with the other property owners burdened by the easement by compensating it for the loss of the use of the property and relieving applicant of any responsibilities associated with the pond. With respect to: Section 19.92.040(3), these special circumstances relate to the pond and related easement; and (b) the pond deprives applicant of the full use of its property.
- d. The variance will not substantially affect the general plan and will not be contrary to the public interest: The variance will not change how the property is used. It will only change the ownership

of the stormwater detention pond, which has been in the same location since 1978. As a result, the variance will not affect the general plan or the public interest in any way.

- e. The spirit of the zoning ordinance is observed and substantial justice done: See “a” above. The variance will not result in buildings being constructed on the new parcel that Magna will purchase. Denying the variance will prevent “substantial justice” from being done because it would prevent applicant and Magna from effectuating the terms of their settlement.
- f. Additional requirements are not possible: Section 19.92.040(F) prohibits the granting of a variance if additional requirements can be imposed to mitigate any harmful effects or serve the purpose of the setback requirement. No additional conditions are possible or necessary because neither the existing structure nor the stormwater detention pond will change. They will remain in their current locations as they have for decades.

Exhibit 6

Quit Claim Deed

When Recorded, Return To:
MAGNA METRO TOWNSHIP
c/o Greg Schulz, Administrator
8952 West Magna Main Street
Magna, Utah 84044

With a copy to:

SEGO PROPERTIES, LLC.
c/o Darrell Sego
488 River Meadow Drive
Alpine, Utah 84004

Parcel No. [insert when new parcel number is available after plat is recorded]

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN and 00/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **SEGO PROPERTIES, LLC**, a Utah limited liability company ("**Grantor**"), has bargained and sold, and by these presents do transfer and convey to the **MAGNA METRO TOWNSHIP**, a political subdivision of the State of Utah ("**Grantee**"), certain land in Salt Lake County, State of Utah, being more particularly described as:

Lot 2, Proposed Basin 7 Subdivision

All of Lot 2 of the proposed Basin 7 Subdivision being part of an entire tract of land described in that Quit Claim Deed recorded as Entry No. 11571638, in Book 10240, at Page 8787, in the Office of the Salt Lake County Recorder. Said Lot 2 is located in the Northeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in the easterly boundary line of said entire tract 39.04 feet N. 00°07'57" E. of the northeasterly corner of Stephanie Estates Subdivision, platted and recorded as Entry #2852330, in Book 76-9, on Page 182, in the Office of said Recorder; thence N. 89°20'48" W. 48.87 feet; thence N. 03°15'10" E. 82.43 feet; thence N. 36°48'18" E. 22.65 feet to the northerly boundary line of said entire tract and the southerly right of way line of 3500 South Street; thence S. 89°56'34" E. 30.86 along the said northerly boundary line and southerly right of way line to the northeasterly corner of said entire tract; thence S. 00°07'57" W. 100.96 feet along said easterly boundary line to the **point of beginning**.

The above described Lot 2 of the proposed Basin 7 Subdivision contains 4,533 square feet in area, or 0.104 acre, more or less.

BASIS OF BEARING: N. 89°56'34" W. along the north section line between the Northeast corner and the North Quarter corner of said Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

This Quit Claim Deed is subject to all easements, rights of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing property taxes and assessments.

WITNESS, the hand of said Grantor this _____ day of _____, 2021.

SEGO PROPERTIES, LLC

By: Darrell Sego, Owner

State of Utah)
 §
County of _____)

On this _____ day of _____, 2021, before me, _____, a notary public, personally appeared Darrell Sego, 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.

(notary signature)

Exhibit 7

Termination and Release of Easement

NOTARY PUBLIC

Exhibit 8

Temporary Construction Easement

When Recorded, Return To:
MAGNA METRO TOWNSHIP
c/o Greg Schulz, Administrator
8952 West Magna Main Street
Magna, Utah 84044

With a copy to:

SEGO PROPERTIES, LLC.
c/o Darrell Sego
488 River Meadow Drive
Alpine, Utah 84004

Parcel No. [insert when new parcel number is available after plat is recorded]

TEMPORARY CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN and 00/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **SEGO PROPERTIES, LLC**, a Utah limited liability company (“**Grantor**”), hereby grants, quitclaims, and conveys to Magna Metro Township (“**Grantee**”), a temporary construction easement and right-of-way (the “**Temporary Construction Easement**”) upon a part of Grantor’s property for the sole purpose of construction-related activities and access thereon incident to the installation and/or improvement of a retention pond and related facilities (the “**Improvements**”), together with the right to enter upon Grantor’s premises for such purposes in, on, over, across, through, along, and under the real property of Grantor located in Salt Lake County, State of Utah, which is more particularly described as follows (the “**Temporary Easement Area**”):

A temporary easement being part of an entire tract of land described in that Trustees Deed recorded as Entry No. 11411012, in Book 10026, at Page 6026, then conveyed per that Quit Claim Deed recorded as Entry No. 11571638, in Book 10240, at Page 8787, in the Office of the Salt Lake County Recorder. Said temporary easement is located in the Northeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in the easterly boundary line of said entire tract and the corner of a chain-link fence, which point is 38.04 feet N. 00°07’57” E. from the northeasterly corner Stephanie Estates Subdivision, platted and recorded as Entry #2852330, in Book 76-9, on Page 182, in the Office of said Salt Lake County Recorder; said point is also 1,661.40 feet S. 89°56’34” E along the section line and 140.94 feet S. 00°07’57” W. from the North Quarter corner of said Section 33; thence Westerly, Northerly and Northeasterly along said fence the following three (3) courses: 1) N. 89°20’48” W. 49.93 feet; 2) N. 03°15’10” E. 83.78 feet; 3) N. 36°48’18” E. 13.47 feet; thence N. 89°56’34” W. 6.78 feet; thence

N. 00°07'57" E. 7.00 feet to the northerly boundary line of said entire tract and the southerly right of way line of 3500 South Street; thence S. 89°56'34" E. 44.11 feet along said northerly boundary line and southerly right of way line to the northeasterly corner of said entire tract; thence S. 00°07'57" W. 101.96 feet along said easterly boundary line to the **point of beginning**.

The above described temporary easement contains 4,754 square feet in area, or 0.109 acre, more or less.

A map depicting the Temporary Construction Easement is enclosed and is incorporated as if set forth fully herein.

BASIS OF BEARING: The Basis of Bearing is N. 89°56'34 W. along the north section line between the Northeast corner and the North Quarter corner of said Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

During the Term of the Temporary Construction Easement, Grantee, its trustees, officers, agents, and employees, will have the right of reasonable ingress and egress over and across the land of the Grantor to and from the above described Temporary Construction Easement and all rights reasonably necessary or incident to the grant of said easement, including the right to stage and store vehicles, construction machinery, equipment, materials and supplies in, upon, over, and across the Easement Area. Grantee is solely responsible for any loss or damage to real or personal property related to the Temporary Construction Easement.

Grantor will, subject to Grantee's rights contained herein, have the right to fully enjoy and use the premises for all good purposes not inconsistent with this grant and not unreasonably interfering with exercise of the rights hereby granted.

This temporary construction easement will become effective upon the date it is recorded with the Salt Lake County Recorder's office and will expire on the date on which Grantee completes the Improvements and complies with the terms of this Temporary Construction Easement (the "**Term**"). Upon expiration of this Temporary Construction Easement, all right, title, and interest of Grantee will revert to Grantor. The Temporary Easement Area is part of a larger parcel owned by Grantor. In addition to the other rights granted by this Temporary Construction Easement, Grantee and Grantee's representatives and agents will, during the term of the Temporary Construction Easement, have the right to reasonable ingress and egress across Grantor's parcel to access the Temporary Construction Easement Area in connection with the construction and restoration activities which are the subject of this Temporary Construction Easement, provided, however, that Grantee will repair and restore any damage or injury to Grantor's parcel caused by the exercise of Grantee's right to cross the same as provided herein. Upon completion of construction, including repairs and replacement, of the Improvements, Grantee will restore Grantee's property substantially to the condition that existed immediately prior to the commencement of said construction activities.

By signing below, Grantor acknowledges having received full and fair consideration for this Temporary Construction Easement, and hereby releases Grantee from any and all claims for damages from whatsoever cause incidental or related to the exercise by Grantee of the rights herein granted excepting claims, loss, or damages sought against Grantee due to activities on or use of the Temporary Construction Easement by Grantee resulting from Grantee's failure to restore Grantor's property as required by this Temporary Construction Easement.

Up to the expiration date of this easement, all rights, title and privileges herein granted will run with the land and will be binding upon and inure to the benefit of the parties, and their heirs, successors and assigns, and successors in interest.

DATED this _____ day of _____, 2021.

GRANTOR:
SEGO PROPERTIES, LLC

By: Darrell Sego, Owner

STATE OF UTAH)
: ss.
COUNTY OF _____)

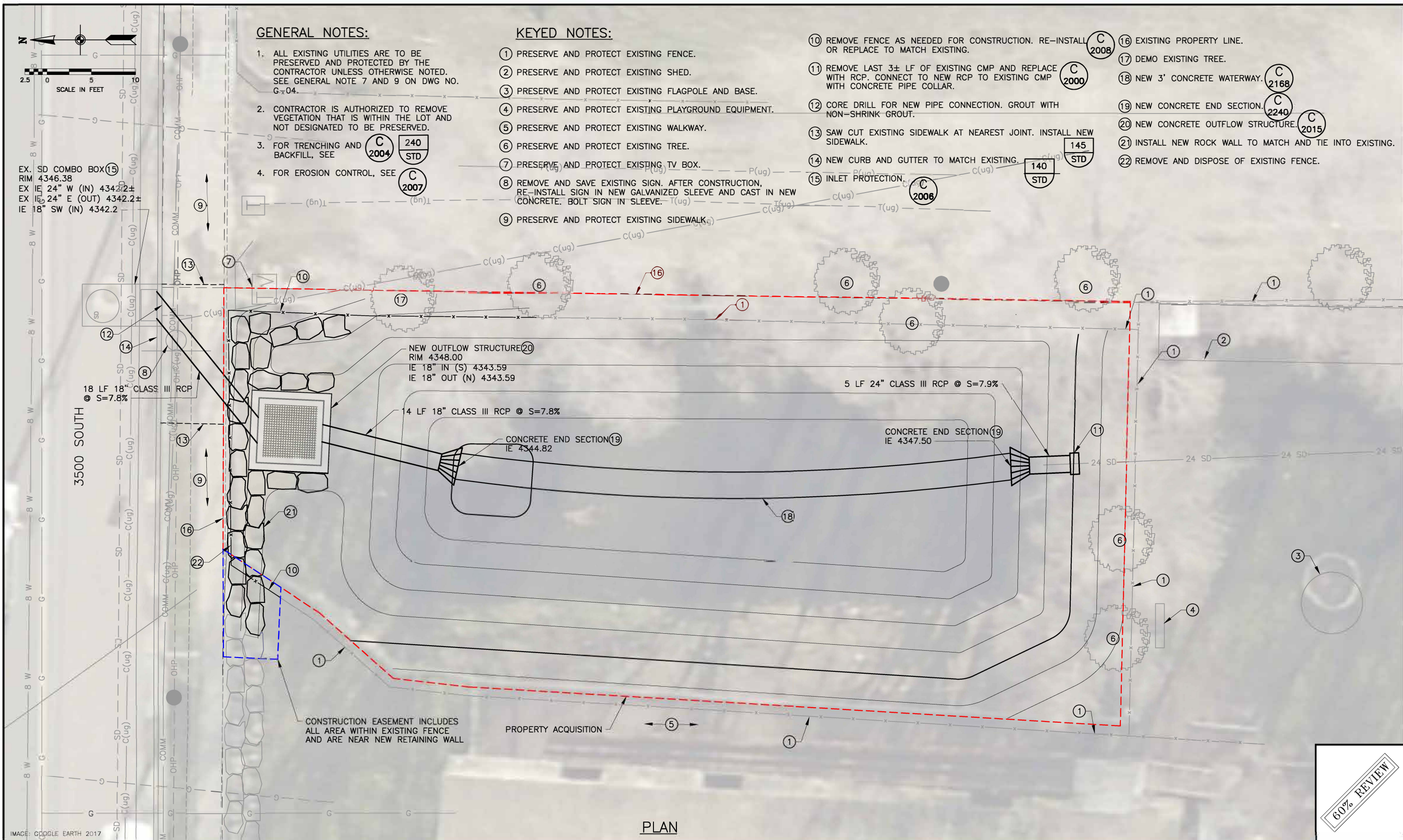
On the _____ day of _____, 2021, Darrell Sego personally appeared before me and duly acknowledged that he, acting in his authorized capacity as owner of Sego Properties, LLC, executed the foregoing Temporary Construction Easement for the purposes stated therein.

Notary Public

Exhibit 9

Draft Stormwater Detention Pond Plans

P:\Salt Lake County\2019 Misc Storm Drain Projects (3100 S, 2600 S, Small DB Elimination)\2.0 Design Phase\Sheet\0221904_C-02.dwg Feb24, 2021 2:14pm



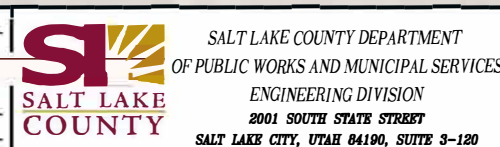
PLAN



VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING

NO.	AUTHORIZED BY	REVISION	MADE BY	DATE

DESIGNED BY: B. ASHCROFT
DRAWN BY: T. ANDERSON
CHECKED BY: J. DIETRICH
APPROVED BY: J. DIETRICH
DATE CHECKED: 0



SITE PLAN

CANDIS DRIVE STORM DRAIN
IMPROVEMENTS

PROJECT NUMBER:
DRAWING NUMBER:
C-02
SHEET NUMBER:
6 OF 17

60% REVIEW