

MEMORANDUM OF UNDERSTANDING
Sewer Easement

THIS MEMORANDUM OF UNDERSTANDING, is entered into as of this ____ day of June, 2017, by and between Jonathan S. Hughes and Constance L. Hughes (collectively, "Hughes"), and Return Development LLC, a Utah limited liability company.

RECITALS

A. Return Development is pursuing the development of the Deer Creek Estates subdivision, located at approximately 300 South 400 East, Midway, Utah 84049 (the "Deer Creek Development").

B. The Hughes own a parcel of property located at 282 E 520 S, Midway, Utah, parcel no. 00-000-8-5238, which is located directly south of the Deer Creek Development. The Hughes also claim a 30-foot wide right of way for ingress and egress to their property, which access right-of-way runs East to West, immediately south of (but not limited in length to) the proposed Lot 12 in the Deer Creek Development ("Access Right-of-Way").

C. Midway City requires sewer service for the Deer Creek Development. To comply with the city's requirements, Return Development desires to obtain a sewer easement across the Hughes property and the Hughes Access Right-of-Way.

D. The parties consent to the creation of the sewer easement pursuant to the terms of this Memorandum of Understanding.

AGREEMENT

1. The Hughes consent to the creation and location of the sewer easement pursuant to the proposed Grant of Easement which is attached hereto as Exhibit A, and pursuant to the plans which are attached hereto as Exhibit B. The easement will be 20 feet in width, and will encumber the Hughes Property and the Hughes Access Right-of-Way as more particularly set forth on Exhibits A and B.

2. The location of the sewer easement and the installation of the sewer line is subject to final approval by the Midway City engineer.

3. In connection with installing the sewer line, Return Development will provide two sewer hookups for the Hughes' future use, at Return Development's expense, which hookups will be located at sites designated by the Hughes' engineer in consultation with the Midway City engineer.

4. The parties will work together to choose and erect a mutually-agreeable fence along the southern boundary of Deer Creek Development, i.e., a fence consisting of mutually-agreeable materials and color.

5. The parties acknowledge that a city street will run north to south, through the middle of Deer Creek Development, and that the street will dead-end at the Hughes property line. Return Development will provide access to utility lines to the Hughes where the street dead-ends, so that the Hughes (or their successors in interest) may tie-in to existing utility lines at a future date. Likewise, the parties acknowledge that the Hughes may install a 30-foot wide gate across the street where it dead-ends at the Hughes property line.

6. By signing this Memorandum, the parties mutually pledge that in all matters related to the issues contemplated herein, they will work together in good faith and in a spirit of respect to ensure that the installation of the sewer line, the utility lines and the fence, will not become a source of tension or dispute among them. They further pledge and agree to always act in an honest and ethical manner, and to assist each other in carrying out any duty or obligation associated with rights, duties and obligations described herein.

7. The Parties further agree to continue discussions necessary to clarify the terms of this Memorandum, including creation of a more-detailed and formal agreement if necessary, and to resolve any future conflicts that may arise due to the development of their respective properties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms expressed in this Memorandum of Understanding.

RETURN DEVELOPMENT LLC

Christopher Huffman, Member

Jonathan S. Hughes

Ethan Poppleton, Member

Constance L. Hughes

STATE OF UTAH)
 ss:
COUNTY OF _____)

On the ___ day of _____, 2017, personally appeared before me **Christopher Huffman and Ethan Poppleton**, the signers of the above instrument who are members of **Return Development LLC**, a Utah limited liability company, who duly acknowledged to me that they executed the same with authority and on behalf of said company.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Notary Public

STATE OF UTAH)
 ss:
COUNTY OF _____)

On the ___ day of _____, 2017, personally appeared before me **Jonathan S. Hughes and Constance L. Hughes**, the signers of the above instrument, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Notary Public

Exhibit A

WHEN RECORDED RETURN TO:
Midway Sanitation District
75 North 100 West
Midway, UT 84049

**GRANT OF EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION
AND TRANSPORTATION PIPELINE(S)**

JONATHAN S. HUGHES and CONSTANCE L. HUGHES, husband and wife, collectively known as Grantor, hereby conveys and warrants to MIDWAY SANITATION DISTRICT, an independent special District of the State of Utah, (the District), Grantee, of Wasatch County, its successors and assigns for valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and right of way for the construction, erection, operation and continued maintenance, repair, alteration, inspection, relocation and/or replacement of one or more wastewater collection and transportation pipeline(s) in upon, along, over, through, across and under a tract of land situated in Wasatch County, State of Utah, particularly described as follows:

PROPOSED SEWER EASEMENT

A 20' wide sewer easement located in the NE1/4 and the NW1/4 of Section 2, Township 4 South, Range 4 East, Salt Lake Base & Meridian, located in Midway, Utah, more particularly described as follows:

Beginning at a point on the southerly line of FOX POINTE Subdivision, Plat "A", according to the Official Plat thereof on file in the Office of the Wasatch County Recorder, located N89°56'01"E along the Section line 76.26 feet and South 1,319.88 feet from the North 1/4 Corner of Section 2, T4S, R4E, S.L.B.& M.; thence S48°12'30"W 63.66 feet; thence S89°45'29"W 1,072.85 feet; thence N0°28'28"E 30.00 feet to the southerly line of that Real Property described in Deed Book 947 Page 2377 of the Official Records of Wasatch County; thence N89°45'29"E along said deed 20.00 feet; thence S0°28'28"W 10.00 feet; thence N89°45'29"E 1,045.01 feet; thence N48°12'30"E 33.71 feet to the south line of said Plat; thence East along said Plat 30.01 feet to the point of beginning.

Contains: 22,547+/- s.f.

Also granting to the Midway Sanitation District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater; also the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of the Grantee may endanger the safety of or interfere with the operation of Grantee's facilities. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this easement and covenant and agree that no improvement, trees or structures will be constructed over the surface of the

easement or change or permit to be changed the contour of the property within the boundaries of said easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the right of the Grantee to operate, maintain, repair or replace the sewer pipeline constructed by or for the Grantee.

This easement and right-of-way grant shall run with the land.

Grantor warrants that it has sole title to the portion of the easement property lying within the boundaries of the Hughes property located at 282 E 520 S, Midway, Utah, parcel no. 00-000-8-5238. With respect to the remainder of the easement property, Grantor claims a 30-foot wide right of way for ingress and egress to the Grantor's property, which access right-of-way runs over the easement property described herein, pursuant to the Warranty Deed which was recorded in the Wasatch County Recorder's Office on April 10, 1989, as Entry 148483, Book 207, Page 583 ("Access Right-of-Way"). Except as expressly set forth herein, nothing in this Grant of Easement is intended to obstruct, diminish or otherwise interfere with Grantor's Access Right-of-Way. Grantor warrants that it has not conveyed, transferred or sold any portion of the easement property, and that, to the best of Grantor's knowledge, no liens or other encumbrances exist against the easement property that would prohibit or detract from the easement herein granted.

WITNESS the hand of the Grantor, this ____ day of _____, 2017.

Jonathan S. Hughes

Constance L. Hughes

STATE OF UTAH)
 ss:
COUNTY OF _____)

On the ___ day of _____, 2017, personally appeared before me Jonathan S. Hughes and Constance L. Hughes, the signers of the above instrument, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Notary Public

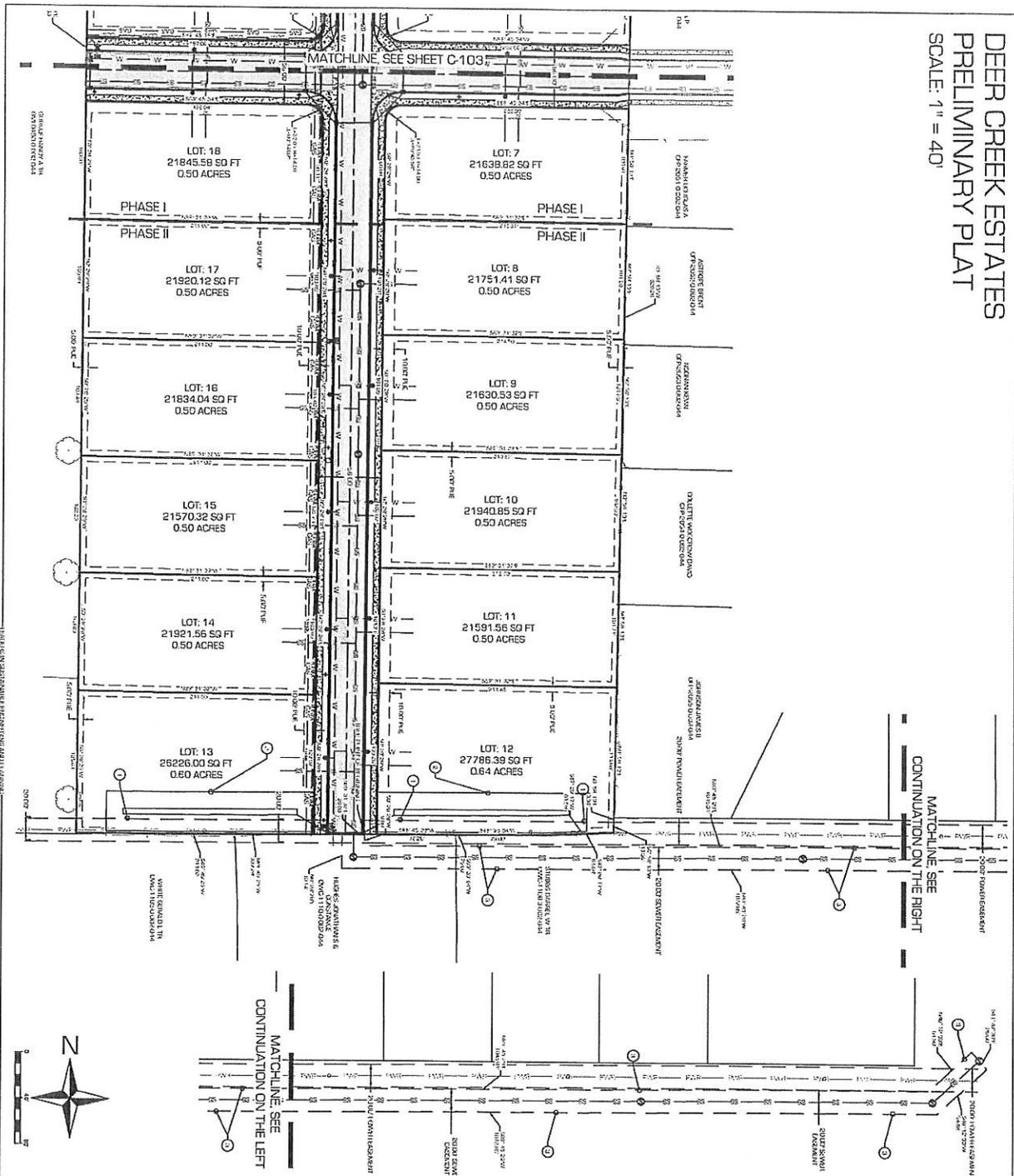
My Commission Expires: _____

Residing at: _____

Exhibit B

DEER CREEK ESTATES PRELIMINARY PLAT

SCALE: 1" = 40'



GENERAL NOTES:

1. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
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AS SUBMITTED LEGAL DESCRIPTION:

ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE COVERAGE. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FEES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING TAXES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING CHARGES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING COSTS. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING EXPENSES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FEES AND CHARGES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING TAXES AND CHARGES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING COSTS AND EXPENSES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FEES AND CHARGES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING TAXES AND CHARGES. THE BUYER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING COSTS AND EXPENSES.

Know what's below.
Call 811 before you dig.
BLUE STAKES OF UTAH
800.452.4111

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MIDWAY, UT 84049

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