



AGREEMENT TO PROVIDE SANITARY SEWER SERVICE

This Agreement to Provide Sanitary Sewer Service ("Agreement") is made and entered into by and between M & M STORAGE, LLC (referred to at times as "M & M Storage"), a Utah limited liability company; NORTH VIEW HOLDINGS, LLC (referred to at times as "North View Holdings"), a Utah limited liability company; and PLEASANT VIEW CITY (referred to at times as the "City"), a municipal corporation and political subdivision of the State of Utah. M & M Storage, North View Holdings, and the City are hereinafter referred to collectively as the "Parties."

This Agreement shall be effective upon its full and complete execution by all of the Parties (the "Effective Date").

RECITALS

WHEREAS, North View Holdings is the owner of real property identified by the Weber County Assessor as Parcel Id. No. 19-016-0121 (referred to at times as the "North View Holdings Property"). Exhibit A is the legal description maintained by the Weber County Assessor for the North View Holdings Property;

WHEREAS, M & M Storage is the owner of real property identified by the Weber County Assessor as Parcel Id. No. 19-016-0107 (referred to at times as the "M & M Storage Property"). Exhibit B is the legal description maintained by the Weber County Assessor for the M & M Storage Property;

WHEREAS, the North View Holdings Property and the M & M Storage Property are located outside the existing corporate limits of the City;

WHEREAS, North View Holdings is seeking to develop and improve the North View Holdings Property within unincorporated Weber County;

WHEREAS, North View Holdings has use of a private sanitary sewer line which connects to the North View Holdings Property;

WHEREAS, the private sewer line may be inadequate to meet the development needs for the North View Holdings Property;

WHEREAS, additional sanitary sewer service is needed to proceed with development of the North View Holdings Property, and to comply with the requirements of Weber County and the Utah Division of Water Quality;

WHEREAS, the City operates a sanitary sewer line that has the capacity to connect and serve the North View Holdings Property and the M & M Storage Property;

WHEREAS, the City is willing to provide sanitary sewer service to the North View Holdings Property and the M & M Storage Property, and will do so if requested by North View Holdings or M & M Storage;

WHEREAS, North View Holdings and M & M Storage are controlled by the same individuals, who are principals in both companies; and

WHEREAS, North View Holdings and M & M Storage are desirous of avoiding the annexation of any part of the North View Holdings Property or the M & M Storage Property into the incorporated municipality of Pleasant View City, and the City is willing to accommodate that request.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rights and Obligations Run with the Land. The terms set forth below in this Agreement shall: (i) inure to the benefit of and be binding upon the Parties and their successors, successors-in-title, heirs and assigns as to their respective real properties; (ii) run with the land; and (iii) remain in force and effect, and be unaffected by any change of ownership, or subdivision, any encumbrances, encroachments, liens, judgments or easements. This Agreement may be recorded with the Weber County Recorder's Office.

2. Sanitary Sewer Service to the North View Holdings Property and M & M Storage Property. The City shall allow sanitary sewer service connection from its municipal sewer system to the North View Holdings Property,¹ which is located in unincorporated Weber County. The City shall also allow sanitary sewer service connection from its municipal sewer system to the M & M Storage Property, which is located in unincorporated Weber County. In accordance with Provision 4 below, the sewer service connection from the City to these properties shall not be conditioned upon these properties being annexed or otherwise entering the municipal boundaries of the City. North View Holdings, M & M Storage, and the City desire for the North View Holdings Property and the M & M Storage Property to remain in unincorporated Weber County.

All installation, hookup and connection, together with all accessories will be done at the sole cost and expense of North View Holdings or M & M Storage.² North View Holdings and

¹ The Parties acknowledge that North View Holdings may also choose to pursue sanitary sewer service from the Central Weber Sewer Improvement District.

² Notwithstanding the ultimate responsibility of North View Holdings and M & M Storage for these costs and expenses, nothing herein should be construed to relieve any third-party other than the City of its obligations to reimburse North View Holdings or M & M Storage for the same

M & M Storage agree to pay the regular and reasonable sewer service charges imposed by the City or as they may be changed and modified from time to time. At the time North View Holdings requests the sanitary sewer service connection from the City, North View Holdings agrees to pay connection fees assessed by the City in the amount set forth at that time in the City's Consolidated Fee Schedule; but North View Holdings shall not be liable for any additional fees (including exactions or connection charges) other than those set forth in this Agreement. At the time M & M Storage requests sanitary sewer service connection from the City, M & M Storage agrees to pay connection fees assessed by the City in the amount set forth at that time in the City's Consolidated Fee Schedule, but M & M Storage shall not be liable for any additional fees (including exactions or connection charges) other than those set forth in this Agreement.

The City, North View Holdings, and M & M Storage all acknowledge that this Agreement is controlling with respect to providing sanitary sewer service to the North View Holdings Property and the M & M Storage Property, and that this Agreement supersedes all other requirements and communications between themselves with respect to the same.

3. No Annexation Related to Sanitary Sewer Service. The City agrees that it will not annex any part of the North View Holdings Property or the M & M Storage Property into the incorporated municipality of Pleasant View City based on providing sanitary sewer service or otherwise pursuant to the terms of this Agreement or under the provisions of Utah Code Ann. §10-2-418 or any successor provisions of Utah law regarding annexation as they may be modified or amended from time to time. Neither North View Holdings nor M & M Storage will petition for, agree to, or permit the annexation of any part of the North View Holdings Property or the M & M Storage Property into the incorporated municipality of Pleasant View City. This provision is intended to benefit both the City and the property owners, and may be amended only through written consent of both the City and the owner of the affected property.

4. Good Faith Assistance in Communication with Weber County Regarding Development of Property. As North View Holdings has attempted to develop the North View Holdings Property in unincorporated Weber County, representatives from Weber County have indicated an unwillingness to allow North View Holdings to move forward with development until additional proof of sanitary sewer service to the North View Holdings Property has been presented. The City agrees to help communicate, as necessary, the substance of this Agreement to Weber County, and otherwise act in good faith as North View Holdings and M & M Storage seek to develop and improve their respective properties. If requested by North View Holdings or M & M Storage, the City agrees to provide a letter or other written documentation to Weber County stating, in substance, that "Pleasant View City has agreed to provide sewer service to the North View Holdings Property and the M & M Storage Property upon the request of North View Holdings or M & M Storage, and such sewer service is not conditioned upon either of these properties being annexed into the municipality of Pleasant View City." This provision is intended to be read in addition to the obligations required of the Parties under paragraph 16 of this Agreement.

costs and expenses. No third-party shall have any claim or right to claim any benefit or intended benefit under this provision.

5. Effectiveness of this Agreement. This Agreement shall be effective upon its full and complete execution by all of the Parties.

6. Entire Agreement. This Agreement and the documents described herein constitute the entire agreement by and between the Parties with respect to the Dispute and no statement, whether written or oral, shall be deemed a part of this Agreement unless it is specifically incorporated by reference.

7. Amendment. Any amendment to this Agreement must be in writing signed by the Parties or their duly authorized representatives, must reference this Agreement, and must clearly state the intent of the Parties to amend this Agreement.

8. Waiver. No waiver of any of the provisions of this Agreement will operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor will a waiver in one instance operate as a waiver in any future event. No waiver will be binding unless executed in writing by the waiving Party.

9. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

10. Governing Law and Construction of Agreement. This Agreement shall be construed and governed by the laws of the State of Utah. This Agreement shall be construed in whole in accordance with its fair meaning. The terms of this Agreement have been negotiated by the Parties and their respective legal counsel. Accordingly, the terms of this Agreement may not be construed in favor of or against any Party. The headings used in this Agreement are for reference only, and may not affect the construction of this Agreement.

11. Attorneys' Fees and Costs. In the event any Party breaches this Agreement, the non-breaching Party or Parties shall be entitled to recover reasonable attorneys' fees and costs in connection with the execution and enforcement of such Party's or Parties' rights and remedies hereunder.

12. Counterparts and Facsimile. This Agreement may be executed in counterparts, by facsimile, or by pdf, all of which, when taken together, shall constitute the entire Agreement. The Parties agree that facsimile copies of signatures may be accepted as original copies and are fully binding upon the Parties.

13. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties, and where applicable, their respective parents, subsidiaries, divisions, officers, directors, owners, associates, predecessors, successors, heirs, assigns, agents, partners, employees, insurers, and representatives.

14. Time is of the Essence. Time is of the essence in this Agreement, and the failure of any Party to perform its obligations within a reasonable period to accomplish the intent of this Agreement shall constitute a material breach.

15. Duration of Agreement. This Agreement shall remain in perpetuity (or as long as allowed by law), commencing from the Effective Date.

16. Further Assurances. Each of the Parties to this Agreement agrees to execute and deliver to the other Party or Parties such other documents, instruments, and other writings necessary to effectuate this Agreement. Each of the Parties further agrees to undertake such other actions to cause the consummation of the transactions contemplated by this Agreement, if any.

17. Authorization and Consultation with Counsel. Except as provided for herein, each of the individuals executing this Agreement on behalf of the respective Parties hereby represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of his or her respective Party, and that this Agreement is fully binding and enforceable against such Party in accordance with its terms. Each of the parties further represents and warrants that: (i) that he or she has consulted legal counsel of his or her own choosing with respect to his or her decision to enter into this Agreement; and (ii) that, in entering into this Agreement, he or she has not relied upon any representations, warranties, statements, or assurances that are not set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their respective signatures hereto as of the dates set forth below.

[SIGNATURES ON FOLLOWING PAGE]

M & M STORAGE, LLC, a Utah limited liability company

By: J. Reed Mackley
Printed Name: J. Reed Mackley
Its: owner
Dated: 24 Jan 2013

NORTH VIEW HOLDINGS, LLC, a Utah limited liability company

By: J. Reed Mackley
Printed Name: J. Reed Mackley
Its: owner
Dated: 24 Jan 2013

PLEASANT VIEW CITY, a political subdivision of the State of Utah

By: Douglas Clifford
Printed Name: Douglas Clifford
Its: Mayor
Dated: 1/23/13



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Exhibit B

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY; BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF THE O S L RAILROAD AT A POINT WHICH BEARS WEST 1689.86 FEET NORTH 1035.13 FEET AND NORTH 26D46' WEST 48 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25, RUNNING THENCE SOUTH 26D46' EAST 318.00 FEET, THENCE NORTH 89D28'42" EAST 562 FEET, THENCE NORTH 156.38 FEET THENCE NORTH 89D28'42" EAST 390.55 FEET, MORE OR LESS, TO THE WEST LINE OF U S HIGHWAY 89, 91 AND 30-S, THENCE NORTHWESTERLY ALONG THE WEST LINE OF U S HIGHWAY 89, 91 AND 30-S A DISTANCE OF 142.25 FEET, MORE OR LESS, TO A POINT NORTH 89D26'39" EAST 1025.312 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 89D26'39" WEST 1025.312 FEET TO THE POINT OF BEGINNING.

(Tax Id. No. 19-016-0107)

Exhibit A

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT A POINT WHICH IS 1002.13 FEET NORTH 89D34'13" WEST ALONG THE SECTION LINE AND 797.04 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE NORTH 0D25'47" EAST 156.38 FEET, THENCE NORTH 89D54'29" EAST 398.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U S HIGHWAY 89, 91 AND 30- STHENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF A 11,519.20 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 51.76 FEET (CENTRAL ANGLE EQUALS 0D15'27" AND LONG CHORD BEARS SOUTH 30D34'20" EAST 51.76 FEET) THENCE SOUTH 33D56'07" EAST 134.57 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, THENCE SOUTH 89D54'29" WEST 500.94 FEET TO THE POINT OF BEGINNING. TOGETHER WITH EASEMENT FOR INGRESS & EGRESS ON ANY FRONTAGE ROAD CREATED ON PROPERTY ABUTTING ON THE SOUTH.

(Tax Id. No. 19-016-0121)