

RETURNED
FEB 15 2012

2643751
BK 5459 PG 207

127414

WHEN RECORDED, MAIL TO:

Real Estate Manager
State of Utah - DFCM
P.O. Box 141160
Salt Lake City, UT 84114-1160

08-076-0097

E 2643751 B 5459 P 207-210
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/15/2012 10:58 AM
FEE \$0.00 Pgs: 4
DEP RT REC'D FOR FOUNDERS TITLE CO
- LAYTON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 3rd day of February, 2012 by and between DAVIS COUNTY, hereinafter referred to as the "GRANTOR", and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, a division of the Department of Administrative Services, hereinafter referred to as "GRANTEE" (each may be referred to as a "Party" or collectively as "Parties").

RECITALS

WHEREAS, GRANTOR is the owner of a certain parcel of real property located in Farmington City, Davis County, State of Utah, Davis County Parcel No. 08-076-0097, hereinafter referred to as the "Easement Property", legally described on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, according to the terms contained in that certain Lease between GRANTOR and GRANTEE dated August 9th, 1990, GRANTOR shall grant to GRANTEE an easement across the Easement Property as more fully described on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, grant and agree as follows:

AGREEMENT

1. Parking Easement. GRANTOR hereby grants, conveys and transfers to GRANTEE, and to its successors and assigns, a perpetual, non-exclusive easement for automobile parking upon the entire Easement Property, and vehicular and pedestrian ingress and egress over, upon and across the Easement Property described in Exhibit "A". The non-exclusive automobile parking easement described herein shall at all times provide a minimum of One Hundred (100) non-exclusive parking stalls upon the Easement Property.

3. Covenant Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns, and shall be covenants running with the land.

4. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained 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.

5. Governing Law, Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney's fees.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

GRANTOR
DAVIS COUNTY

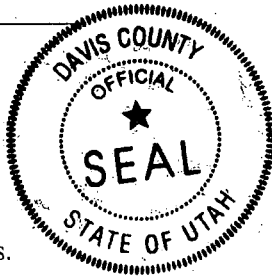
GRANTEE
STATE OF UTAH

By P. Bret Millburn 1/24/12
Date

David G. Buxton
Date

David G. Buxton
Director
Division of Facilities Construction
and Management

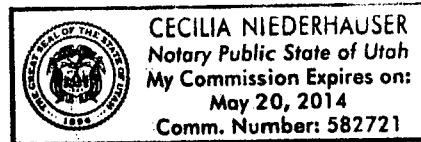
Its P. Bret Millburn



STATE OF UTAH)
)
:SS.
)
COUNTY OF SALT LAKE)

On the 8th day of February 2012, personally appeared before me David G. Buxton, the signer of the foregoing instrument who duly acknowledged to me that he is the Director of the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, a division of the Department of Administrative Services of the State of Utah, and acknowledged that he executed this document on behalf of such State in his authorized and stated capacity.

Cecilia Niederhauser
Notary Public



STATE OF UTAH)
)
:SS. Davis
)
COUNTY OF SALT LAKE)

On the 24th day of January 2012, personally appeared before me P. Bret Millburn, the signer of the foregoing instrument who duly acknowledged to me that he/she is the Chairman of Davis County, and acknowledged that he/she executed this document on behalf of such entity in their authorized and stated capacity.

Linda May
Notary Public

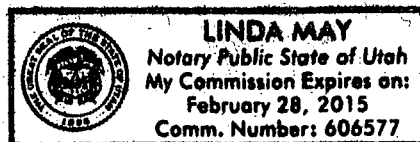


EXHIBIT A

Easement Property

The Easement Property is more particularly described as a portion of Davis County Parcel No. 08-076-0097, as follows:

Beginning at a point on the Southerly line of Clark Lane (100 feet wide) which is North 284.00 feet and West 389.07 feet from the Northeast corner of the Southwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is S 89°52'28" W between the Center and the West Quarter corner of Section 24) and running thence S 45°01'26" W, 240.74 feet; thence N 44°57'38" W, 319.25 feet, along the alignment of the back of a curb; thence N 44°44'14" E, 240.53 feet, along the alignment of the back of a curb to the Southerly line of Clark Lane; thence S 45°00'00" E, 320.46 feet, along said Southerly line to the Point of Beginning.