

08-486-0117

WHEN RECORDED, MAIL TO:
Davis County
PO Box 618
Farmington, UT 84025

E 3065661 B 6914 P 1669-1676
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/19/2017 03:22 PM
FEE \$0.00 Pgs: 8
DEP RTT REC'D FOR DAVIS COUNTY

With a copy to
Kevin E. Anderson
110 South Regent Street, Suite 200
Salt Lake City, Utah, 84111

**PERMANENT OPEN DRAINAGE CHANNEL ACCESS
AND MAINTENANCE EASEMENT and AGREEMENT**

ICO STATION PARKWAY, LLC, a Utah Limited Liability Company, their successors and assigns (“Grantor”), hereby grant and convey, for the sum of TEN and 00/100 Dollars (\$10.00) and other good and valuable consideration, to DAVIS COUNTY, a political subdivision of the State of Utah, and its successors and assigns (“Grantee”), a perpetual, limited and non-exclusive easement, as set forth herein (the “Easement”), over, in, along, across, and upon the following described real property, as defined on Exhibit A hereto, and as graphically depicted on Exhibit B hereto (the “Easement Property”), located in Farmington City, Davis County, State of Utah. Exhibits A and B are incorporated herein by this reference.

The Easement granted and conveyed by this instrument is for the limited purpose to repair, renew, excavate, inspect, maintain, operate, patrol, and protect the open drainage channel, located within the Easement Property (the “Open Drainage Channel”), which Open Drainage Channel is defined and identified on Exhibit C hereto and incorporated herein by this reference, and for similar uses over, in, along, across, and upon the Open Drainage Channel for the limited purpose of catching, carrying, or conveying natural run off, irrigation, and storm water or catching, carrying, and conveying surface waste and surplus waters in, along, across, and upon the Open Drainage Channel located within the Easement Property. Grantees rights under this Easement include:

- 1) The right, privilege, and authority of Grantee, as well as Grantee’s employees, representatives, agents, contactors, subcontractors, invitees, and licensees (collectively “Grantee’s Agents”) to repair, renew, excavate, inspect, maintain, operate, patrol, and protect the Open Drainage Channel and for similar uses over, in, along, across, and upon the Open Drainage Channel;
- 2) The right of Grantee and Grantee’s Agents of ingress and egress to the Easement Property without providing notice to or receiving approval from Grantor to address emergency situations, to inspect the Open Drainage Channel, to perform minor cleaning, clearing, and/or debris removal within the Open Drainage Channel, at the

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Open Drainage Channel's inlets and outlets, and near the Open Drainage Channel's culverts and/or pipes; and

- 3) The right of Grantee and Grantee's Agents of ingress and egress to the Easement Property, at reasonable times, after notifying Grantor of the need to access the Easement Property and after notifying Grantor of the estimated time to resolve the need to access the Easement Property, for all other purposes not expressly addressed in numbered paragraph 2 directly above but authorized under the Easement.

If Grantor places buildings, structures, or other improvements within the Open Drainage Channel which interfere with the rights, privileges, and/or authorities expressly granted to Grantee and Grantee's Agents herein, Grantor bears the risk of loss or damage to those buildings, structures, or improvements resulting from the exercise of the rights, privileges, and/or authorities expressly granted to Grantee and Grantee's Agents herein. However, if the footbridge, roadway crossing the Open Drainage Channel, or other improvements constructed in or across the Open Drainage Channel, are approved and permitted by Grantee, Grantee shall repair or replace such improvements if damaged, removed or demolished by Grantee. Moreover, Grantee is not granted or conveyed the right to damage, demolish or remove structures, roads, bridges, or improved trails within the Easement Property but outside of the Open Drainage Channel.

The operation, construction, maintenance, and repair of the Open Drainage Channel, shall be the responsibility of Grantee. Grantee may assign its interests under this instrument to another governmental entity limited to the express purposes set forth herein. Grantee shall be fully responsible for its use of the Easement and the use of the Easement by Grantee's Agents. Except as set forth above, Grantee and Grantee's Agents shall not be responsible for any liability or damage to the Easement Property and/or the land adjacent to the Easement Property that, at the time this instrument was executed, was owned by Grantor that arises from, in connection with, or relates to the Open Drainage Channel and was not caused by the negligence or intentional tortious acts of Grantee or Grantee's Agents.

Grantor shall have and retain all rights to the Easement Property not expressly granted hereby. Grantor shall be entitled to use the Easement Property for any purposes not inconsistent with the Easement granted hereby. Grantee and Grantee's Agents, unless expressly authorized by the Easement to act otherwise, shall use and take reasonable measures to use the Easement Property in a reasonable manner and so as not to obstruct or unreasonably interfere with the use thereof by Grantor.

The Easement may be terminated by Grantor if Grantee or Grantee's Agents fail to use and operate the Easement for the purposes set forth herein, consistent with the terms and provisions hereof.

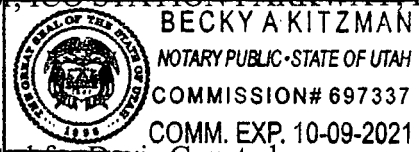
IN WITNESS WHEREOF, ICO STATION PARKWAY, LLC, a Utah Limited Liability Company, has caused this instrument to be executed by ICO MULTIFAMILY HOLDINGS OPERATIONS, LLC, its Manager, by James Seaberg it's manager, this 30th day of NOVEMBER, 2017.

Grantor: ICO STATION PARKWAY LLC,
, a Utah Limited Liability Company,
By: ICO MULTIFAMILY HOLDINGS
OPERATIONS, LLC,

James Seaberg
By: James Seaberg it's Manager.

STATE OF UTAH)
Utah) ss
COUNTY OF DAVIS)

On the 30th day of NOV., 2017 personally appeared before me, James Seaberg, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same on behalf of ICO MULTIFAMILY HOLDINGS OPERATIONS, LLC, a Utah Limited Liability Company, as it's duly authorized agent or manager, which entity is the Manager of Grantor, ICO STATION PARKWAY LLC.



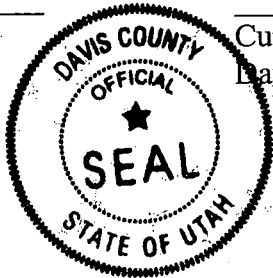
Becky A. Kitzman
Notary Public

Accepted for Davis County by,

ATTEST: Curtis Koch

James E. Smith
James E. Smith, Chair
Board of County Commissioners

Curtis Koch,
Davis County Clerk/Auditor



STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 19th day of December, 2017, by James E. Smith and Curtis Koch, who each duly represented to me that they are the Chair of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to action taken by the Board of Commissioners of Davis County.



Janet Hanson
Notary Public

Notary Public

EXHIBIT A

Exhibit A

Residences at Station Park Shepard Creek Easement

February 1, 2016

A 30.0 foot wide Easement for Shepard Creek being 15.0 feet each side of the following described centerline:

A part of Parcel D of Park Lane Commons a subdivision in Farmington City, along with more land within the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian in Davis County, Utah:

Beginning at a point on the North Line of said Parcel D located 1431.51 feet North 0°00'21" West along the Section Line, and 242.86 feet North 89°41'17" West along said North Line from the Southeast Corner of said Section 14; and running thence South 1°48'03" West 30.89 feet; thence South 11°19'16" East 29.46 feet; thence South 9°31'31" West 8.96 feet; thence South 37°39'23" West 21.75 feet; thence South 79°18'59" West 17.53 feet; thence North 84°35'12" West 43.86 feet; thence South 65°24'23" West 20.96 feet; thence South 81°12'06" West 43.15 feet; thence North 56°00'39" West 27.44 feet; thence North 80°12'19" West 16.87 feet; thence North 5°04'45" East 17.59 feet; thence North 14°57'06" West 14.95 feet; thence South 63°55'57" West 26.17 feet; thence South 74°08'07" West 12.71 feet; thence North 42°50'40" West 5.94 feet; thence North 1°14'52" East 43.32 feet; thence South 87°19'15" West 51.88 feet; thence South 59°01'09" West 26.85 feet; thence South 77°31'21" West 25.49 feet; thence South 40°42'12" West 102.76 feet to the Northeasterly Line of Station Parkway and the endpoint of this easement centerline.

Together with a 20 foot wide easement for access and maintenance purposes along the Northerly Line of the above described easement.

Note: The side Lines of the above described easement are to be lengthened or shortened to exactly match Grantor's Property Lines.

EXHIBIT B

