

**When Recorded, Return To:**

Syracuse City  
Attn: City Recorder  
1979 W 1900 S  
Syracuse, UT 84075

E 2544565 B 5081 P 633-636  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/5/2010 2:30:00 PM  
FEE \$21.00 Pgs: 4  
DEP eCASH REC'D FOR KIRTON & MCCONKIE

With a copy to:

Kirton & McConkie  
Attn: Joel D. Wright  
60 East South Temple Suite 1800  
Salt Lake City, Utah 84145-0120

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(Space above for Recorder's use only)

**NOTICE OF AGREEMENT**

THIS NOTICE OF AGREEMENT (this "Notice") is made as of this 5<sup>th</sup> day of August, 2010, by and between SYRACUSE CITY, a Utah municipal corporation (the "City"), and SYRACUSE ARTS ACADEMY, a Utah non-profit corporation ("School").

**RECITALS**

A. Pursuant to that certain joint use agreement, dated April 28, 2010 (the "Agreement"), between the City and School, City and School have agreed to the shared use of certain real property located in Davis County, Utah (the "Property"). The Property is more particularly described on Exhibit A attached hereto and made a part hereof.

B. City and School agree to enter into this Notice to evidence, of record, the shared use of the Property pursuant to the Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by School to City upon the execution of this Notice, the receipt and sufficiency of which are hereby acknowledged by City, City and School hereby agree as follows:

1. **Agreement.** The City owns the Property, and the City has granted the School the ability to use the Property in exchange for certain improvements to the Property by the School pursuant to the terms and conditions more fully set forth in the Agreement.

2. **Other Terms.** In addition to the terms referred to above, the Agreement contains numerous other terms, covenants and conditions and notice is hereby given that reference should

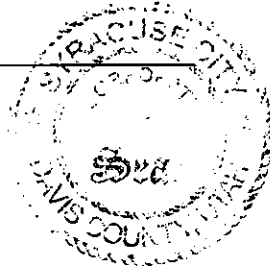
be had to the Agreement directly with respect to the details of such terms, covenants and conditions, and the Agreement in its entirety is incorporated herein by this reference. This Notice of Agreement does not alter, amend, modify or change the Agreement in any respect, other than expressly stating that this Notice of the Agreement can be recorded in the public records of Davis County, Utah.

5. **Notice.** This Notice shall be recorded in the public records of Davis County, Utah, to give notice of both the City's and the School's rights with respect to the Property and to confirm the Agreement and all of its terms to the same extent as if all of the provisions of the Agreement were fully set forth herein. For more information regarding the Agreement please contact: Syracuse City, Attn: City Recorder, at 1979 W 1900 S, Syracuse, Utah 84075.

IN WITNESS WHEREOF, City and School have caused this Notice to be executed by persons duly authorized thereunto as of the day and year first above written.

ATTEST:

CP Brown  
City Recorder



**SYRACUSE CITY**

By: [Signature]  
Jamie Nagle, Mayor

**SYRACUSE ARTS ACADEMY**

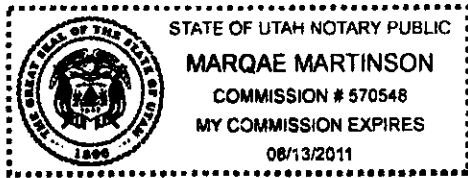
By: [Signature]  
Print Name: DAVID T. JALL  
Its: BOARD REPRESENTATIVE

*[acknowledgments are on the following page]*

**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
  ) ss.  
COUNTY OF DAVIS        )

On this 30 day of July, 2010, personally appeared before me **Jamie Nagle**, who being duly sworn, did say that she is the Mayor of **SYRACUSE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Jamie Nagle** acknowledged to me that the City executed the same.

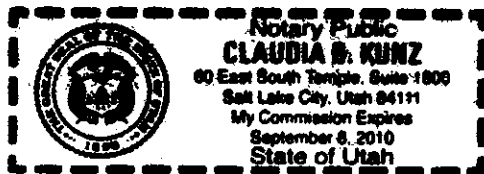


*Marqae Martinson*  
\_\_\_\_\_  
Notary Public

**SCHOOL ACKNOWLEDGMENT**

STATE OF UTAH            )  
  ) ss.  
COUNTY OF DAVIS        )

On this 5th day of August, 2010, personally appeared before me David T. Hall who being by me duly sworn did say that (s)he is the Board Representative of Syracuse Arts Academy, a Utah nonprofit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its Articles of Organization and duly acknowledged to me that said corporation executed the same.



*Claudia B. Kunz*  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

(Legal Description of the Property)

That certain real property located in Davis County, Utah, specifically described as follows:

BEGINNING AT A POINT WHICH LIES 305.30 FEET SOUTH 00°09'33" WEST ALONG THE WEST SECTION LINE OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND 33.00 FEET SOUTH 89°50'42" EAST FROM THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89°50'42" EAST 355.98 FEET; THENCE SOUTH 00°09'41" WEST 387.05 FEET; THENCE NORTH 89°47'06" WEST 355.96 FEET; THENCE NORTH 00°09'33" EAST 386.67 FEET TO THE POINT OF BEGINNING. CONTAINING 3.16 ACRES

Tax Parcel Nos:

12-091-0101

12-091-0100

12-091-0098

12-091-0099

12-091-0102

12-091-0095