

When recorded, mail to:

Syracuse City  
1979 West 1900 South  
Syracuse, Utah 84075

**RETURNED**  
**JUN 21 2013**

### Storm Drain Easement

SHANE AND LISA JONES, Husband and Wife as Joint Tenants, Lot 83 of Marilyn Acres Subdivision No. 3 1450 David Street, Syracuse Utah 84075, Grantor, hereby conveys to SYRACUSE CITY, a municipal corporation of the state of Utah, Grantee, and to its successors in interest and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, a permanent non exclusive easement and right of way for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of underground storm drain lines and associated facilities related thereto on, over, under and across real property located in Davis County, Utah, described as follows:

All that portion of Lot 83 of Marilyn Acres Subdivision No.3, more particularly described as follows:

A 15 foot wide storm drain easement beginning at the northwest corner of Lot 83 of Marilyn Acres Subdivision No. 3, said point also being the southwest corner of Lot 84 of said subdivision; Thence N  $76^{\circ} 45' 25''$  E along the north line of Lot 83, a distance of 124.66 feet to the northeast corner of Lot 83; Thence southeasterly along the east line of Lot 83, a distance of 15.01 feet along the arc of a 233.15 foot radius curve to the left, through a central angle of  $3^{\circ} 41' 28''$ ; Thence leaving said east line S  $76^{\circ} 45' 25''$  W parallel with and 15 feet southerly of the north line of Lot 83, a distance of 128.66 feet to a point on the west line of Lot 83, which is also a point on the east line of Lot 202 of Bumbleberry Subdivision Phase 2; Thence N  $0^{\circ} 06'$  E along the west line of Lot 83 and the east line of Lot 202, a distance of 15.42 feet to the point of beginning.

Said Easement Contains 1898.71 SF or 0.04 Acres  
Tax ID # 12-059-0083

TO HAVE AND TO HOLD the same unto the said Grantee so long as the storm drain lines shall be maintained and operated on the said Easement Property, together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities. Following any entry made under the terms of the easement by Grantee, its agents or assigns, Grantee shall restore the above-described premises to a condition reasonably equivalent to that existing prior to said entry.

Grantee shall have the right to assign its rights under this agreement to another entity succeeding to Grantee's rights and responsibilities as proprietor of the storm drain lines operated by Grantee. The easement is not assignable to another public utility for installation of facilities not related to those of Grantee or its successors except upon written consent of Grantor.

The Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted. Grantor shall not build or construct over or across said permanent easement or right-of-way any building or other Improvement nor change the contour thereof without the written consent of the Grantee.

In the event that any fences or other improvements of Grantor are damaged or removed by Grantee or its agents or employees, Grantee will cause said fences or improvements so damaged to be repaired or restored to a condition reasonably equivalent to that existing before the Grantee commenced the work.

Grantee hereby agrees to save and hold Grantor harmless and to indemnify Grantor from and against any and all liens, encumbrances, costs, demands, claims, or judgments caused by or arising out of the use of the Easement Property by Grantee, its agents, or employees; such indemnity to include reasonable attorney's fees.

This instrument, and the covenants and agreements herein contained, shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties.

The Grantor makes no covenants of title in connection with this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year recited above.

GRANTOR:

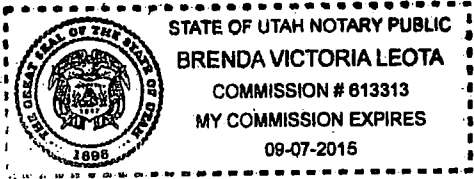
By: [Signature]  
Shane Jones  
By: [Signature]  
Lisa Jones

STATE OF UTAH )  
                                  ) SS  
COUNTY OF DAVIS )

On 14 May, 2013, personally appeared before me Shane Jones + Lisa Jones, who being by me duly sworn did say that they are the owner of 1450 David Street.

[Signature]

NOTARY PUBLIC



GRANTEE:

SYRACUSE CITY

By: [Signature]  
Jamie Nagle, Mayor

APPROVED AS TO LEGAL FORM:

By: [Signature]

STATE OF UTAH )  
                                  ) SS  
COUNTY OF DAVIS )

On June 14, 2013, personally appeared before me Jamie Nagle who being by me duly sworn did say that she is the Mayor of SYRACUSE CITY, and that said instrument was signed on behalf of Syracuse City, by authority of law.

[Signature]

NOTARY PUBLIC

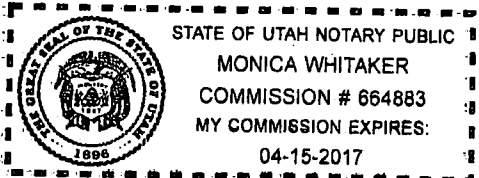
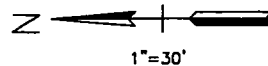


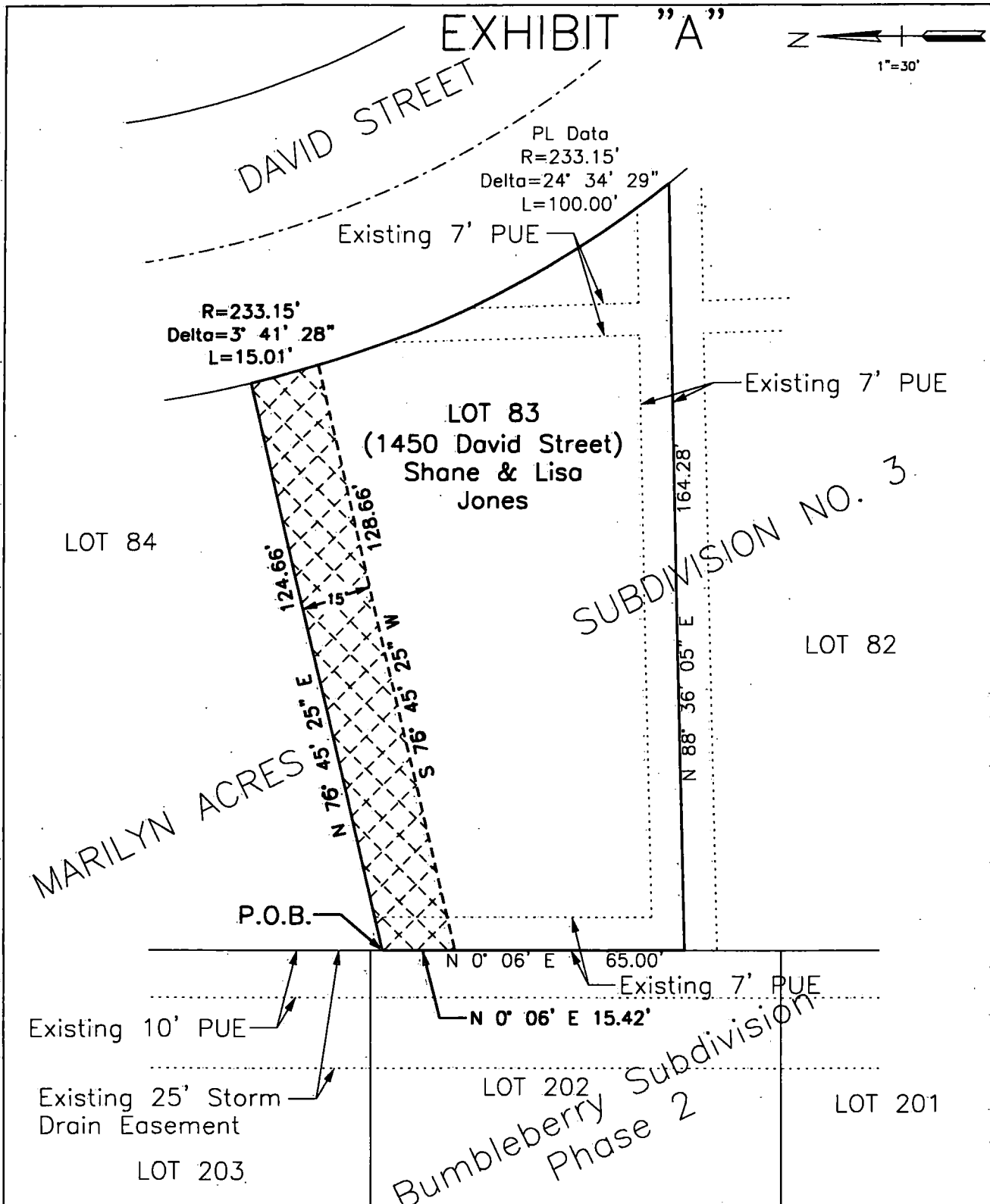
EXHIBIT "A"



LAST UPDATED:

MAY 14, 2013

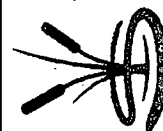
DRAWN BY: BB



MARILYN ACRES SUBDIVISION CULINARY WATERLINE PROJECT PHASE II

STORM DRAIN EASEMENT ACCROSS LOT 83

**SYRACUSE**  
EST. CITY 1936



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WO 2013-06

SHEET:  
1 OF 1