

When recorded, mail to:

Syracuse City Hall
Attn: City Recorder
1979 West 1900 South
Syracuse, UT 84075

E 3141969 B 7193 P 838-842
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/05/2019 03:33 PM
FEE \$0.00 Pgs: 5
DEP RTT REC'D FOR SYRACUSE CITY

Affects Parcel No(s): 12-025-0029

DRAINAGE EASEMENT

NINIGRET CONSTRUCTION COMPANY NORTH L.C., a Utah limited liability company, whose address is 1700 South 4650 West, Salt Lake, UT 84101, hereinafter GRANTOR, for the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledges, does hereby grant and convey to SYRACUSE CITY, hereinafter GRANTEE, a drainage easement 20.0 feet in width (the "Easement") to install, maintain, operate, repair, inspect, protect, remove and replace storm drain lines and other storm collection facilities (hereinafter collectively called "Facilities") through and across the following described property situated in the County of Davis, State of Utah, to-wit (the "Easement Area"):

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same unto Grantee and its successors, so long as such Facilities shall be maintained, with the reasonable right of ingress and egress to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the entry upon the Easement Area by Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents"). Grantee accepts the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, subject to all matters of record or enforceable at law or equity.

Grantor, at its sole cost and expense, shall maintain and repair the Facilities, Easement Area, and any and all related improvements installed, in good order and condition, until such time as such Facilities are enclosed with a pipe in accordance with the then applicable city standards, upon which event Grantee will maintain the Facilities in good order and condition. Following any entry made under the terms of this Easement by Grantee, Grantee's Agents or assigns, Grantee does hereby agree that it will restore Grantor's property to the condition existing prior to said entry. Said Easement shall include all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described; however, Grantor shall retain the full right, title, and possession of the property except for the limited Easement granted herein.

Grantor reserves the right to occupy and use said property, including the Easement Area, for all purposes not inconsistent with the rights herein granted and shall retain the full right, title, and possession of the Grantor's property except for the limited Easement granted herein.

Grantee hereby agrees to indemnify, release and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their affiliates, officers, directors, employees, managers, members, agents, servants and contractors (collectively, "Affiliates") from and against any and all liens, encumbrances, costs or expenses (including, without limitation, reasonable attorneys' fees and court costs), demands, claims, judgments, and/or damage that may be incurred by Grantee or its Affiliates caused by or arising directly out of the use of the Easement by Grantee and/or Grantee's Agents. Grantee's obligations under this Section will survive the termination or expiration of this Agreement

The rights, conditions, and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto; provided, however, Grantee may not assign its rights and obligations under this Easement without the prior written consent of Grantor.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's property to the general public or for the general public or for any public purpose whatsoever, it being the intention that the Easement and this Easement shall be strictly limited to and for the purposes herein expressed. This Easement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

This Easement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the parties or their successor and assigns (as determined by the provisions herein).

[signature and notary pages to follow]

IN WITNESS WHEREOF, Grantor, has caused this instrument to be executed this 31 day of January, 2019 RD

GRANTOR:

NINIGRET CONSTRUCTION
COMPANY NORTH L.C.,
a Utah limited liability company

By: Gary McEntee
Gary McEntee, Manager

SYRACUSE CITY ACCEPTANCE:
Mike Kravay Mayor

ATTEST:

Cassie Brown, City Recorder



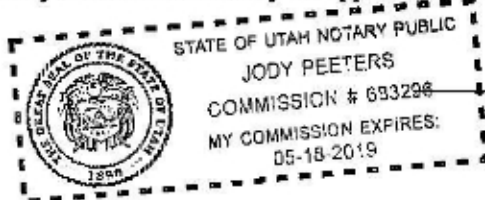
Approved as to Form:

By: [Signature]
Date: 1/31/19

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 4 day of February, 2018, personally appeared before me Mike Gailey, who being duly sworn, did say that he/she is the Mayor of SYRACUSE CITY, a municipal corporation of the State of Utah, and that the foregoing Drainage Easement was signed in his/her capacity as land use authority on behalf of the City for approval of Drainage Easements.



[Signature]
Notary Public

GRANTOR ACKNOWLEDGMENT

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake

On this 31st day of January, 2018, personally appeared before me Gary McEntee who being by me duly sworn did say that he is the Manager of NINIGRET CONSTRUCTION COMPANY NORTH L.C., a Utah limited liability company, and that the foregoing Drainage Easement was signed in behalf of said company by authority, and he acknowledged to me that said company executed the same.

[Signature]
Notary Public

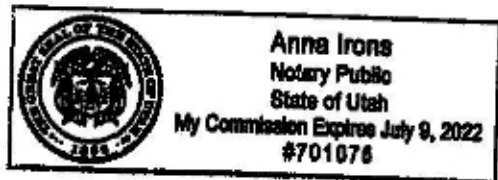


EXHIBIT A

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

20' Wide Drainage Easement

A 20.00-foot wide permanent, non-exclusive easement located in the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, lying 10.00 feet on each side of the following described centerline:

BEGINNING at a point South 89°56'57" East 1,844.62 feet along the north line of the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, South 00°08'15" West 496.97 feet and South 89°56'39" East 10.00 feet from the West Quarter Corner of said Section 3, and thence South 00°08'15" West 831.05 feet; thence South 89°22'44" East 150.81 feet; thence South 89°57'09" East 92.45 feet; thence South 68°13'15" East 31.75 feet to the west line of 1550 West Street and the POINT OF TERMINUS of the herein described centerline.