



W3157535

E# 3157535 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
01-Jun-21 0331 PM FEE \$40.00 DEP DA
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

Marriott-Slaterville City
1570 West 400 North
Marriott-Slaterville, UT 84404

Space above for County Recorder's use

Tax Parcel Nos.: 15-031-0020 and 15-030-0117

STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **GB MS INDUSTRIAL, LLC**, a Utah limited liability company, having an address of 423 W. Broadway, Suite 230, Salt Lake City, Utah 84101, **GRANTOR**, hereby grants to Marriott-Slaterville City, a municipal corporation, whose principal place of business is located at 1570 West 400 North, Marriott-Slaterville, Utah, its successors in interest, and assigns, **GRANTEE**, for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual non-exclusive easement (the "**Easement**") for the operation, maintenance, repair, alteration, inspection, and replacement of a storm drain line and related facilities (collectively, the "**Facilities**"), on, over, under, and across real property located in Weber County, State of Utah, said easement being more particularly described as follows (the "**Easement Area**");

"See attached Exhibit A"

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

Grantee agrees to promptly repair any damage to the Grantor's property and improvements located thereon (including, without limitation, any and all landscaping, fences, water and/or sewer pipes, lines, curbs, gutters, asphalt surfaces, lighting, etc.) caused by Grantee's or Grantee's agents exercise of its/their rights hereunder.

Grantee agrees that Grantor may in its sole discretion relocate the Easement Area to another portion of Grantor's property ("**Relocated Easement Area**"), provided that Grantor shall pay all costs of relocating the Facilities to such Relocated Easement Area. In the event that Grantor exercises its right to relocate the Facilities to the Relocated Easement Area, Grantee shall cooperate by executing such amendment as may be reasonably requested by Grantor to memorialize the relocation of the Easement to the Relocated Easement Area.

Grantee accepts the Easement Area and all aspects thereof in "AS-IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS." Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

[Remainder of Page Intentionally Left Blank]

WITNESSED the hand of said GRANTOR this 25th day of May, 2021.

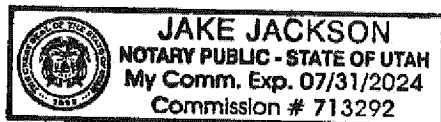
GRANTOR:

GB MS INDUSTRIAL, LLC,
a Utah limited liability company

Michael D. Burt
Name: Michael D. Burt
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 25th day of May, 2021, by Michael D. Burt as Manager of GB MS INDUSTRIAL, LLC, a Utah limited liability company.



[Signature]
Notary Public

Acknowledged and Agreed to By:

MARRIOTT-SLATERVILLE CITY,
a municipal corporation

By: *Scott VanLeeuwen*
Name: SCOTT VANLEEUVEN
Its: MAYOR

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 17th day of May,
2021, by Scott VanLeeuwen, the Mayor of Marriott-Slaterville
City, a Municipal Corporation.

Dana Spencer
Notary Public

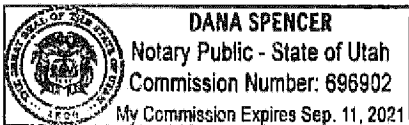


EXHIBIT "A"
DESCRIPTION OF EASEMENT AREA

A parcel of land, situate in the Northwest Quarter of Section 12 and the Northeast Quarter of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Marriott-Slatterville, Weber County, Utah. Being more particularly described as follows:

Beginning at a point on the West line of said Section 12, said point being North 00°12'35" West 633.15 feet along the section line and running thence:

South 89°48'27" West 23.63 feet;

thence North 07°46'32" West 101.34 feet;

thence West 54.78 feet;

thence North 02°13'10" West 303.96 feet;

thence North 01°01'30" West 538.62 feet;

thence South 89°57'35" East 135.76 feet;

thence South 00°02'25" West 47.76 feet;

thence southwesterly 40.57 feet along the arc of a 30.50-foot radius non-tangent curve to the left (center bears South 13°47'37" East and the long chord bears South 38°06'11" West 37.64 feet with a central angle of 76°12'23");

thence South 194.76 feet;

thence southerly 10.89 feet along the arc of a 315.50-foot radius tangent curve to the left (center bears East and the long chord bears South 00°59'20" East 10.89 feet with a central angle of 01°58'40");

thence South 01°58'40" East 432.16 feet;

thence southerly 108.17 feet along the arc of a 300.00-foot radius tangent curve to the right (center bears South 88°01'20" West and the long chord bears South 08°21'08" West 107.59 feet with a central angle of 20°39'35");

thence South 18°40'55" West 41.02 feet;

thence South 07°46'32" East 62.86 feet;

thence North 89°48'27" East 437.75 feet;

thence South 89°20'54" East 171.90 feet;
 thence South 00°39'06" West 20.00 feet;
 thence North 89°20'54" West 171.75 feet;
 thence South 89°48'27" West 431.49 feet to the Point of Beginning.

Contains: 107,341 square feet or 2.464 acres.

