

2020-40
PERM

When recorded, mail to:

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

E 3259817 B 7531 P 2554-2562
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/10/2020 03:01 PM
FEE \$ 0.00 Pgs: 9
DEP RT REC'D FOR SYRACUSE CITY

Affects Portions of Parcel No(s): 12-103-0053 and 12-103-0100

Flag legal- NO P.O.B.

RETURNED

JUN 10 2020

TEMPORARY DRAINAGE EASEMENT

JAMES D. CLARK, in his capacity as Executor of the DALE D. CLARK AND RUTH E. CLARK ESTATES, hereinafter GRANTOR, for the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to SYRACUSE CITY, hereinafter GRANTEE, a temporary drainage easement 10.0 feet in width (the "Easement") for discharging stormwater on, 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 Easement shall be maintained, with the reasonable right of ingress and egress to maintain, operate, repair, inspect, and protect said Easement. 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 Easement Area, 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 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).

This Easement shall be automatically released and terminated as the final plats for each applicable phase of the Shoreline Subdivision, wherein the Easement Area lies, are recorded in the office of the Davis County Recorder. For reference, the Shoreline Subdivision Preliminary Plat, showing the current phasing plan, is attached hereto as Exhibit B.

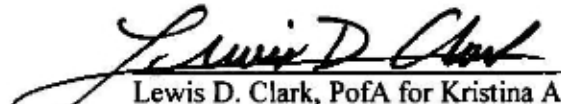
[signature and notary pages to follow]

IN WITNESS WHEREOF, Grantor, has caused this instrument to be executed this ____ day of _____, 2020.

GRANTOR:

JAMES D. CLARK in his capacity as Executor of the
DALE D. CLARK AND RUTH E. CLARK ESTATES,

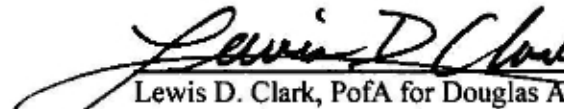

Lewis D. Clark (in his individual capacity)


Lewis D. Clark, PofA for Kristina A. Clark


Lewis D. Clark, PofA for Jill LaFrance


Lewis D. Clark, PofA for James D. Clark


Lewis D. Clark, PofA for Jayne Clark


Lewis D. Clark, PofA for Douglas A. Clark


Lewis D. Clark, PofA for Alexandra Monk

[Grantee acceptance follows]

IN WITNESS WHEREOF, CW Land has executed this Agreement as of the 1 day
of JUNE, 2020.

CLARK:

JAMES D. CLARK in his capacity as Executor of the
DALE D. CLARK AND RUTH E. CLARK ESTATES,


Lewis D. Clark (in his individual capacity)


Lewis D. Clark, PofA for Kristina A. Clark


Lewis D. Clark, PofA for Jill LaFrance

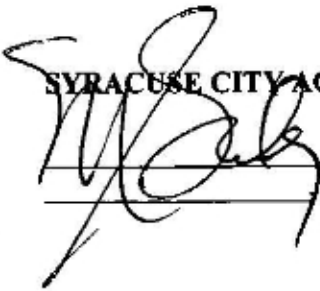

Lewis D. Clark, PofA for James D. Clark


Lewis D. Clark, PofA for Jayne Clark


Lewis D. Clark, PofA for Douglas A. Clark


Lewis D. Clark, PofA for Alexandra Monk

[CLARK ACKNOWLEDGEMENTS FOLLOW]


SYRACUSE CITY ACCEPTANCE:


City Manager
Mayor

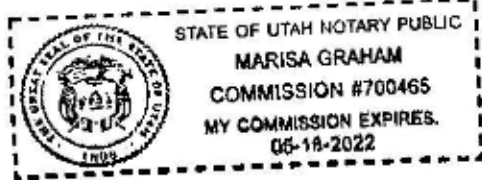


ATTEST:
CR

Syracuse, City Recorder

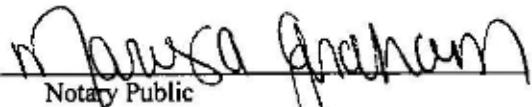
Approved as to Form:
By: 
Date: 6/2/2020

CITY ACKNOWLEDGMENT



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 9 day of June, 2020 personally appeared before me Miko Gailen, who being duly sworn, did say that he/she is the MANDY of SYRACUSE CITY, a municipal corporation of the State of Utah, and that the foregoing Temporary Drainage Easement was signed in his/her capacity as land use authority on behalf of the City for approval of Temporary Drainage Easements.



Notary Public

GRANTOR ACKNOWLEDGMENT

STATE OF Utah)
 : ss.
COUNTY OF Davis)

On this 1st day of June, 2020, before me, Stephanie Heiner a notary public, personally appeared Lewis D. Clark, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.



Notary Public



STATE OF Utah)
 : SS.
COUNTY OF Davis)

On this 1st day of June, 2020, personally appeared before me Lewis D. Clark, who being by me duly sworn/affirmed, did say that he is the attorney-in-fact of Kristina A. Clark, and that said instrument was signed on behalf of said Kristina A. Clark, and Lewis D. Clark acknowledged to me that he as such attorney-in-fact executed the same.



Notary Public

STATE OF Utah)
 : SS.
COUNTY OF Davis)



On this 1st day of June, 2020, personally appeared before me Lewis D. Clark, who being by me duly sworn/affirmed, did say that he is the attorney-in-fact of Jill LaFrance, and that said instrument was signed on behalf of said Jill LaFrance, and Lewis D. Clark acknowledged to me that he as such attorney-in-fact executed the same.

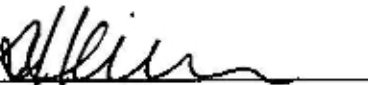


Notary Public

STATE OF Utah)
 : SS.
COUNTY OF Davis)



On this 1st day of June, 2020, personally appeared before me Lewis D. Clark, who being by me duly sworn/affirmed, did say that he is the attorney-in-fact of James D. Clark, and that said instrument was signed on behalf of said James D. Clark, and Lewis D. Clark acknowledged to me that he as such attorney-in-fact executed the same.

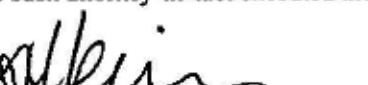


Notary Public

STATE OF Utah)
 : SS.
COUNTY OF Davis)



On this 1st day of June, 2020, personally appeared before me Lewis D. Clark, who being by me duly sworn/affirmed, did say that he is the attorney-in-fact of Jayne Clark, and that said instrument was signed on behalf of said Jayne Clark, and Lewis D. Clark acknowledged to me that he as such attorney-in-fact executed the same.



Notary Public



STATE OF Utah)
COUNTY OF Davis) : ss

On this 1st day of June, 2020, personally appeared before me Lewis D. Clark, who being by me duly sworn/affirmed, did say that he is the attorney-in-fact of Douglas A. Clark, and that said instrument was signed on behalf of said Douglas A. Clark, and Lewis D. Clark acknowledged to me that he as such attorney-in-fact executed the same.

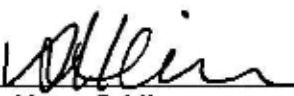


Notary Public



STATE OF Utah)
COUNTY OF Davis) : ss

On this 1st day of June, 2020, personally appeared before me Lewis D. Clark, who being by me duly sworn/affirmed, did say that he is the attorney-in-fact of Alexandra Monk, and that said instrument was signed on behalf of said Alexandra Monk, and Lewis D. Clark acknowledged to me that he as such attorney-in-fact executed the same.



Notary Public



EXHIBIT A

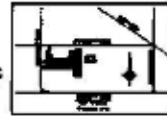
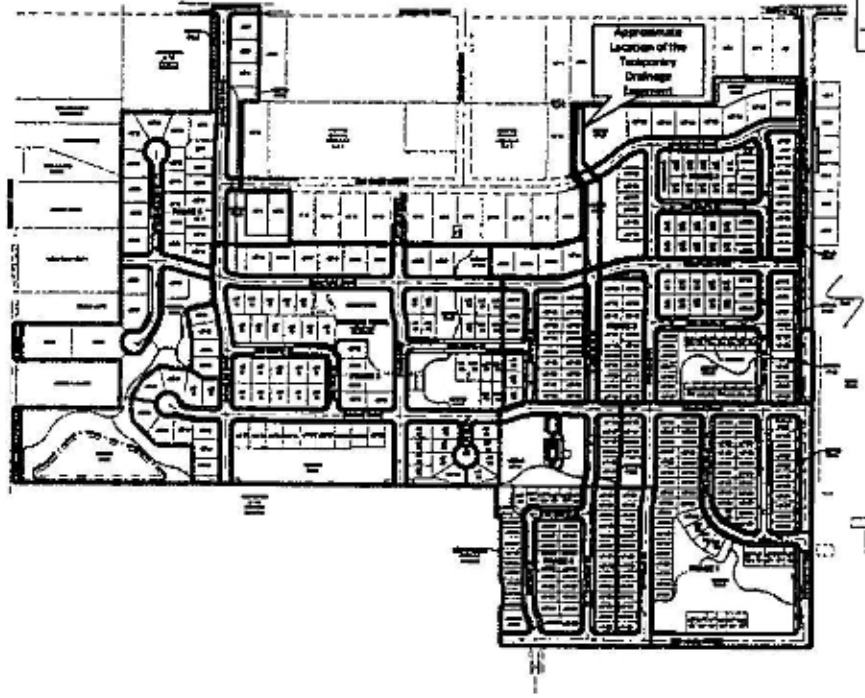
That certain real property located in Davis County, Utah, specifically described as follows:

10' Wide Drainage Easement

A 10-foot permanent easement beginning at the northeast corner of lot 26, and running thence south $0^{\circ}19'2''$ W 290.19 feet; thence S $42^{\circ}16'31''$ E 65.83 feet; thence S 696.80 feet; thence N $76^{\circ}21'31''$ E 10.29 feet; thence N 698.24 feet; thence N $42^{\circ}16'31''$ W 65.80 feet; thence N $0^{\circ}19'2''$ E 286.29 feet; thence N $89^{\circ}40'58''$ W 10.00 feet.

EXHIBIT B

Shoreline Subdivision Preliminary Plat



EN SIGN

SHORELINE SUBDIVISION
PRELIMINARY PLAT
DATE: 10/15/2010
DRAWN BY: [Name]

Scale: 1" = 100'

Sheet: C-100

