

E 2466593 B 4815 P 1351-1358
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 7/10/2009 4:44:00 PM
 FEE \$30.00 Pgs: 8
 DEP eCASH REC'D FOR FIRST AMERICAN TITLE

WHEN RECORDED MAIL TO:

CALLISTER NEBEKER & McCULLOUGH
 Zions Bank Building, Suite 900
 10 East South Temple
 Salt Lake City, Utah 84133
 ATTN: T. Richard Davis
 5202822

STORM WATER DRAINAGE EASEMENT AGREEMENT

This Storm Water Drainage Easement Agreement (the "Agreement") is executed this 30 day of ~~March~~^{April}, 2009, by and between the following parties:

Eaglewood Village, Inc., a Utah corporation, with its principal offices located at 370 East South Temple, Suite 200, Salt Lake City, Utah 84111 (hereinafter referred to as "Eaglewood"); and

City of North Salt Lake, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 20 South Highway 89, North Salt Lake, Utah 84054 (hereinafter referred to as the "City").

RECITALS

WHEREAS, Eaglewood is the developer of certain real property located in North Salt Lake, Davis County, State of Utah, known as Eaglewood Village (the "Property"); and

WHEREAS, an easement for a pre-development water drainage system has historically encumbered the Property in favor of developing subdivisions existing east of the Property which easement was entitled "Storm Drainage Easement" and was recorded in the Office of the Davis County Recorder as Entry No. 1415005, Book 2310, Page 1620 on June 19, 1998, and replaced by an easement also entitled "Storm Drainage Easement" which was recorded in the office of the Davis County Recorder as Entry No. 1529713, Book 2528, Page 439 on July 2, 1999 (the "Historical Easement"); and

WHEREAS, the Historical Easement is being terminated; and

WHEREAS, the full development of the Property will create a need for a permanent easement for storm water detention and drainage in accordance with the Development Agreement for Eaglewood Village executed by Eaglewood and the City on or about June 12, 2007; and

WHEREAS, the City and Eaglewood are willing to enter into this Agreement whereby Eaglewood will grant to the City a permanent storm water retention and drainage easement and will convey ownership of all pipelines and other improvements within the water drainage system now in place, in exchange for the acceptance by the City of said improvements and easement and the assumption of the ongoing obligation, subject to the provisions of paragraph 2 below, to

01-104-0113, 01-106-0028, 01-106-0031, 01-106-0032, 01-106-0033, 01-107-0109,
 01-108-0066

maintain, operate, repair, inspect, protect, install, remove, and replace the storm water drainage system with its pipeline and all other appurtenant storm retention and drainage facilities; and

WHEREAS, the parties desire to set forth their respective rights and obligations concerning said detention and drainage basin in this Agreement as hereinafter set forth.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Eaglewood hereby agree as follows:

1. **Grant of Storm Water Easement.** Eaglewood hereby grants and conveys to the City a perpetual easement for the maintenance, repair and potential replacement of a storm drain and a storm water detention basin and the conveyance, retention and storage of storm water on, over, under, across and through a parcel of real property more particularly described in Exhibit "A" and depicted on the map shown in Exhibit "B" (hereinafter referred to as the "Storm Water Easement Area"). The pipelines and detention basins within the Storm Water Easement Area shall be maintained by the City. No buildings shall be constructed in the Storm Water Easement Area.
2. **Conveyance of Pipelines and other Storm Water Drainage Improvements.** Eaglewood will convey to the City full ownership interest in and to the pipelines, landscaped detention basins, and other improvements constructed upon and now existing within the Storm Water Easement Area (collectively, the "Pipelines and Detention Basins") upon completion of said improvements, provided City has inspected and approved the Pipelines and Detention Basins now existing within the Storm Water Easement Area. The City will accept said Pipelines and Detention Basins in their then current condition, subject to Eaglewood posting a ten percent (10%) warranty bond for one year from the date of completion of each component of the system. The warranty shall be for replacement costs of pipeline and basin elements as jointly determined by Developer and City. Landscaping shall be native landscaping as previously set out in plans submitted to City.
3. **Maintenance of Detention Basin and Storm Water Easement Area.** Upon conveyance to the City, the City shall maintain the Detention Basin, the Storm Water Easement Area and the Pipelines in a neat and attractive manner Eaglewood hereby grants to City reasonable access between the Storm Water Easement Area and a dedicated City street for the maintenance, repair and operation of same.
4. **Signage.** The City will post appropriate signs in the Storm Water Easement Area warning of the risks and dangers of playing in the Storm Water Easement Area.
5. **Compliance With All Applicable Laws.** Eaglewood expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Eaglewood from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of

subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the City of North Salt Lake Zoning and Subdivision Ordinances and design and construction standards.

6. **Agreement to be Recorded.** This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Eaglewood in the ownership or development of any portion of the Property.

7. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation. The parties further represent that each of them has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

8. **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

9. **Time of Essence.** Time shall be of the essence of this Agreement.

10. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

11. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

12. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement.

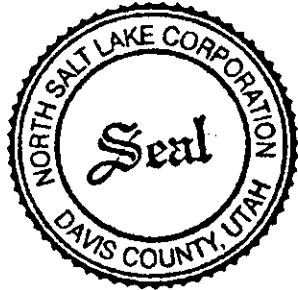
13. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

14. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

SIGNED and ENTERED INTO this 30 day of March, 2009.

SIGNED and ENTERED INTO this 30th day of June, 2009.

CITY OF NORTH SALT LAKE



By: *Shanna Schaefermeyer*
Shanna Schaefermeyer, Mayor

ATTEST:

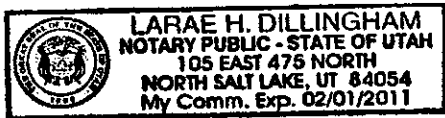
LaRae Dillingham
LaRae Dillingham, City Recorder

EAGLEWOOD VILLAGE, INC.

By: *Steven F. Lowe*
Steven F. Lowe, President

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 1st day of July, 2009, by Steven F. Lowe as President of Eaglewood Village, Inc. who acknowledged that he signed this agreement for and on behalf of Eaglewood Village, Inc.



LaRae H. Dillingham
NOTARY PUBLIC

EXHIBIT "A"**STORM DRAIN EASEMENT DESCRIPTION****EAST STORM DRAIN LINE TO POND**

A 30.00 FOOT STORM DRAIN EASEMENT WITH THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°36'12" EAST ALONG THE SECTION LINE 779.24 FEET AND NORTH 900.94 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 60°39'01" WEST 21.81 FEET; THENCE NORTH 86°32'54" EAST 319.71 FEET TO THE SOUTHERLY LINE OF EAGLERIDGE DRIVE; THENCE SOUTH 59°14'41" EAST ALONG SAID SOUTHERLY LINE 53.36 FEET THENCE SOUTH 86°32'54" WEST 354.33 FEET; THENCE NORTH 22°24'20" EAST 20.21 FEET TO THE POINT OF BEGINNING.

CONTAINS: 9891 SQ. FT.

POND 3

BEGINNING AT A POINT SOUTH 89°36'12" EAST ALONG THE SECTION LINE 779.24 FEET AND NORTH 900.94 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 22°24'20" WEST 385.44 FEET; THENCE NORTH 67°35'40" WEST 39.10 FEET TO A POINT ON THE ARC OF A 717.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 67°59'02" WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID 717.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°07'52" A DISTANCE OF 89.30 FEET (CHORD BEARS NORTH 18°27'02" EAST 89.24 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 127.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84°08'29" A DISTANCE OF 187.24 FEET (CHORD BEARS NORTH 27°11'08" WEST 170.86 FEET); THENCE NORTH 69°15'22" WEST 177.72 FEET; THENCE NORTH 20°42'54" EAST 195.82 FEET; THENCE SOUTH 83°57'36" EAST 97.25 FEET; THENCE SOUTH 60°39'01" EAST 267.43 FEET TO THE POINT OF BEGINNING;

CONTAINS: 84599 SQ. FT.

STORM DRAIN LINE FROM POND 3 TO POND 4

A 30.00 FOOT STORM DRAIN EASEMENT WITH THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°53'31" WEST ALONG THE SECTION LINE 713.86 FEET AND SOUTH 521.32 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 19°03'24" EAST 38.95 FEET; THENCE NORTH 69°26'14" EAST 7.91 FEET; THENCE NORTH 18°31'42" EAST 127.84 FEET; THENCE NORTH 19°16'05" EAST 298.99 FEET; THENCE NORTH 71°19'58" EAST 162.94 FEET; THENCE SOUTH 69°20'40" EAST 133.64 FEET; THENCE SOUTH 69°14'57" EAST 124.35 FEET; THENCE NORTH 45°44'49" EAST 32.13 FEET; THENCE NORTH 22°12'13" EAST 112.14 FEET; THENCE NORTH 33°31'28" EAST 66.04 FEET; THENCE NORTH 45°18'06" EAST 87.88 FEET; THENCE NORTH 55°26'14" EAST 47.42 FEET; THENCE NORTH 67°47'01" EAST 108.86 FEET; THENCE NORTH 66°27'28" EAST 105.02 FEET; THENCE NORTH 56°32'16" EAST 130.98 FEET; THENCE NORTH 47°20'43" EAST 127.11 FEET; THENCE NORTH 34°31'42" EAST 126.76 FEET; THENCE NORTH 20°51'58" EAST 160.39 FEET; THENCE NORTH 51°47'41" EAST 45.09 FEET; THENCE NORTH 13°40'19" EAST 45.21 FEET TO A POINT ON THE ARC OF A 127.50 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 68°10'13"

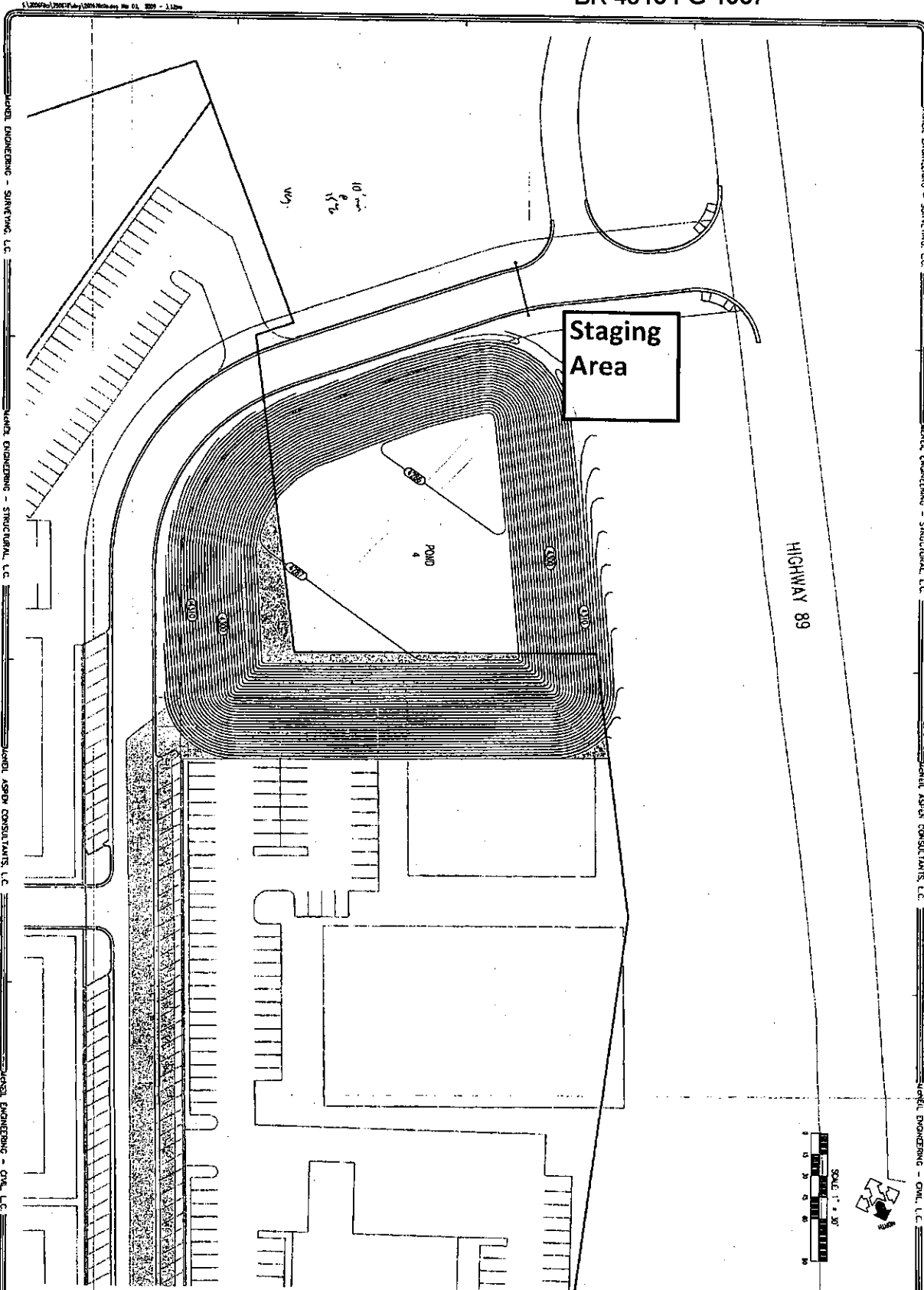
WEST); THENCE SOUTHEASTERLY ALONG SAID 127.50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 31°01'38" A DISTANCE OF 69.04 FEET (CHORD BEARS SOUTH 06°18'58" EAST 68.20 FEET); THENCE SOUTH 51°47'41" WEST 36.32 FEET; THENCE SOUTH 20°51'58" WEST 155.69 FEET; THENCE SOUTH 34°31'42" WEST 133.73 FEET; THENCE SOUTH 47°20'43" WEST 132.89 FEET; THENCE SOUTH 56°32'16" WEST 136.00 FEET; THENCE SOUTH 66°27'28" WEST 107.97 FEET; THENCE SOUTH 67°47'01" WEST 105.96 FEET; THENCE SOUTH 55°26'14" WEST 41.51 FEET; THENCE SOUTH 45°18'06" WEST 82.12 FEET; THENCE SOUTH 33°31'28" WEST 59.97 FEET; THENCE SOUTH 22°12'13" WEST 115.42 FEET; THENCE SOUTH 45°44'49" WEST 57.49 FEET; THENCE NORTH 69°14'57" WEST 143.44 FEET; THENCE NORTH 69°20'40" WEST 122.90 FEET; THENCE SOUTH 71°19'58" WEST 137.57 FEET; THENCE SOUTH 19°16'05" WEST 284.15 FEET; THENCE SOUTH 18°31'42" WEST 141.93 FEET; THENCE SOUTH 69°26'14" WEST 47.02 FEET;

CONTAINS: 61452 SQ. FT.

POND 4

BEGINNING AT A POINT SOUTH 89°53'31" WEST ALONG THE SECTION LINE 713.86 FEET AND SOUTH 521.32 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 19°03'24" WEST 86.48 FEET TO THE POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 118.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59°21'47" A DISTANCE OF 122.26 FEET; THENCE NORTH 12°37'11" EAST 157.54 FEET; THENCE NORTH 70°56'36" WEST 201.36 FEET; THENCE NORTH 12°37'11" EAST 72.41 FEET; THENCE SOUTH 71°25'18" EAST 285.02; THENCE SOUTH 19°03'24" WEST 42.87 FEET TO THE POINT OF BEGINNING;

CONTAINS: 29280 SQ. FT.



McNEIL ENGINEERING - SURVEYING, L.C.
 McNEIL ENGINEERING - STRUCTURAL, L.C.
 McNEIL ASPEN CONSULTANTS, L.C.
 McNEIL ENGINEERING - CIVIL, L.C.

McNEIL ENGINEERING - SURVEYING, L.C.
 McNEIL ENGINEERING - STRUCTURAL, L.C.
 McNEIL ASPEN CONSULTANTS, L.C.
 McNEIL ENGINEERING - CIVIL, L.C.

C7.00B	DRAINAGE EASEMENT EXHIBIT	DATE	BY	REVISION

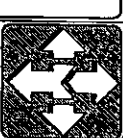
**EAGLEWOOD VILLAGE
 COMPASS DEVELOPMENT**

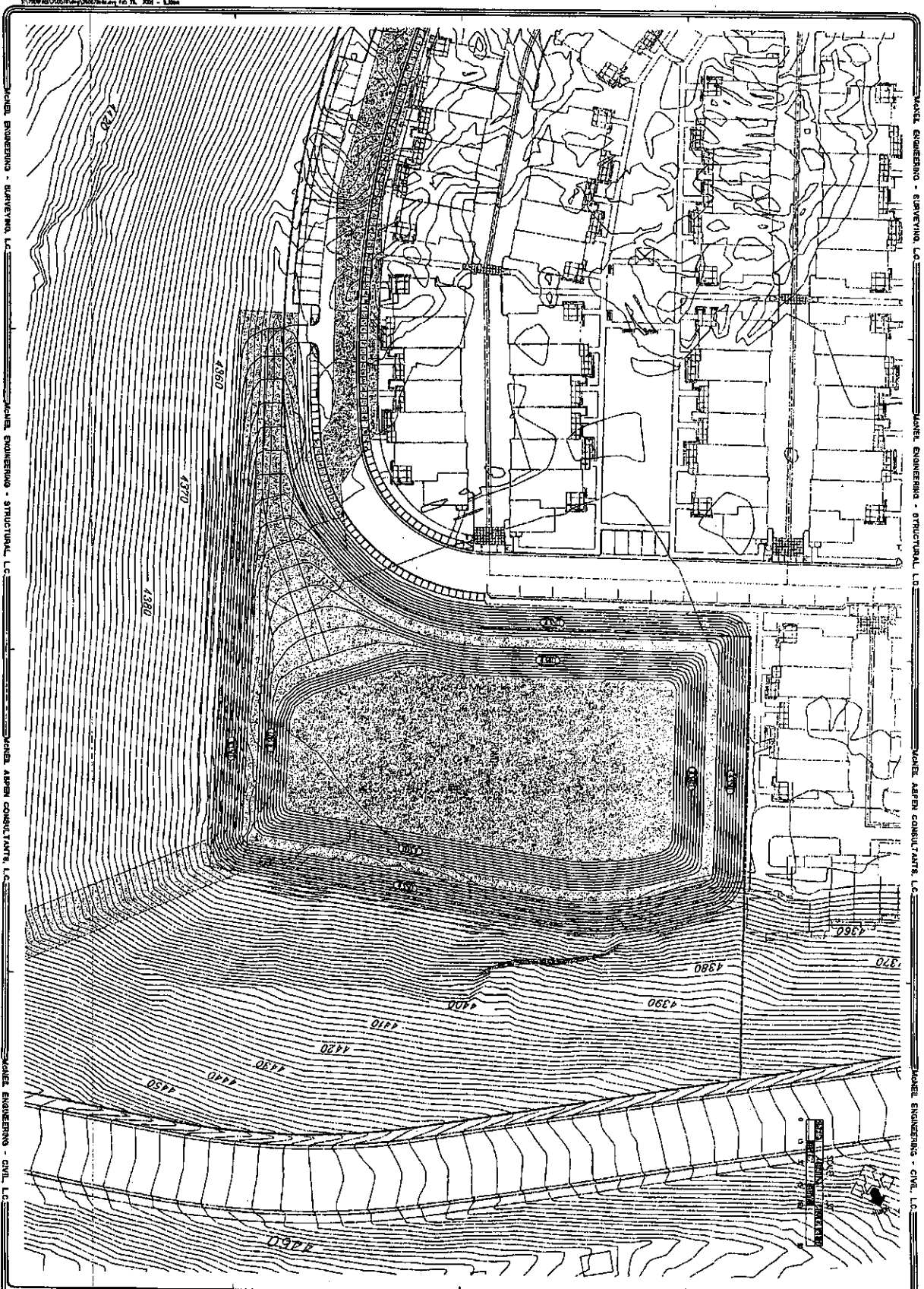
HIGHWAY 89 & EAGLE RIDGE DRIVE
 NORTH SALT LAKE CITY, UTAH
 LOCATED ON THE E 1/4 SEC 11 & W 1/4 SEC 11, T10N, R10E, S12 & 13



**McNEIL ENGINEERING
 CIVIL, L.C.**

Professional Civil Engineering Services
 1175 East 1000 North
 Salt Lake City, Utah 84116
 Phone: 313.888.8888
 Fax: 313.888.8889
 Website: www.mcneil-engineering.com





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C2.00B	SHEET TITLE DRAINAGE BASEMENT EXHIBIT	DATE: 04/14/2008
		DESIGNED BY: LJO
DRAWN BY: JSM CHECKED BY: JSM APPROVED BY: JSM		REVISIONS NO. DATE DESCRIPTION

**EAGLEWOOD VILLAGE
 COMPASS DEVELOPMENT**
**HIGHWAY 89 & EAGLE RIDGE DRIVE,
 NORTH SALT LAKE CITY, UTAH**
 LOCATED IN THE E 1/2 SEC 11 & W 1/2 SEC 12, T1N, R1W, S16 & 17



**McNEIL ENGINEERING
 CIVIL, L.C.**
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