RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/1/2019 3:07:00 PM
FEE \$83.00 Pgs: 37
DEP eCASH REC'D FOR MOUNTAIN VIEW TITLE

E 3151263 B 7231 P 741-777

WHEN RECORDED, MAIL TO:

WILLIAM CRIDDLE FARM, LLC Attn: Doug Wilcox 918 South 4000 West Syracuse, Utah 84075

167671

PARCEL No.: 12-046-0036 AND 12-046-0127

EASEMENT AGREEMENT

RECITALS

Whereas Criddle owns that certain real property located in Syracuse, Utah and more particularly described in Exhibit "A", attached hereto and incorporated herein ("Criddle Property"); and

Whereas Criddle is desirous to secure a certain easement described herein for underground utilities, underground sanitary sewer line, land drain and storm drain to complete a residential land development involving the Criddle Property; and

Whereas Wade owns certain real property located in West Point, Utah, adjacent to the Criddle Property, and more particularly described in <u>Exhibit "B"</u>, attached hereto and incorporated herein ("Wade Property"); and

Whereas Wade is desirous and willing to grant Criddle an easement for underground utilities, underground sanitary sewer line, land drain and storm drain as set forth herein to complete Criddle's residential land development; and

Whereas Wade, until such time as the Easement (as defined below) is transferred or dedicated to West Point City, is desirous to secure access to all underground utilities, underground sanitary sewer lines, land drains and storm drains constructed and installed on the Wade property as part of the easement that is the subject of this Agreement; and

Whereas Wade has relied on the Interlocal Cooperation Agreement, Page 2, Paragraph 7, between Syracuse City, a municipal city corporation of the State of Utah, and West Point City, a municipal city corporation of the State of Utah, as integral and critical part of this Agreement ("Interlocal Agreement").

Whereas, the parties are mutually desirous of entering into an agreement that permits the parties to accomplish the expectations, tasks, and purposes set forth herein;

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NOW THEREFORE, Wade and Criddle make the following representations and warries:

REPRESENTATIONS AND WARRANTIES OF WADE

Authorization. Wade has all necessary power and authority to execute and deliver this Agreement and the documents and agreements contemplated hereby, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder.

Title to Property. Wade has good and marketable title to all property subject to this Agreement, free and clear of any security interest, claim, lien or encumbrance.

No Untrue Statement. None of the representations and warranties herein contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, in order to make any such representation not misleading in any material respect.

REPRESENTATIONS AND WARRANTIES OF CRIDDLE

Organization. Criddle is a Utah limited liability company, validly existing and in good standing under the laws of the State of Utah.

Authorization. Criddle has all necessary company power and authority to execute and deliver this Agreement and the documents and agreements contemplated hereby, to consummate the transactions contemplated herein, and to perform its obligations herein. This Agreement has been duly and validly approved by all necessary company action on the part of Criddle, has been duly executed and delivered by Criddle and constitutes a valid and binding obligation of Criddle, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, event of force majeure or other similar laws relating to creditor's rights generally or by equitable principles (whether considered in an action at law or in equity) and other customary limitations on enforceability.

Legal Proceedings. There are no (i) claims, actions, suits, investigations or proceedings pending or, to Criddles' knowledge, threatened by or against Criddle or any member or employee of Criddle or (ii) judgments, decrees, orders, writs, injunctions, rulings, decisions or awards of any court or governmental body to which Criddle is a party or is subject with respect to Criddle that would threaten, inhibit, or otherwise cause Criddle to be financially unable to meet the Criddle's obligations herein.

No Untrue Statement. To the actual knowledge of Criddle, none of the representations and warranties herein contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, in order to make any such representation not misleading in any material respect.

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BASED ON THE FOREGOING, and for mutual consideration of which both parties acknowledge are adequate, the parties hereby agree as follows:

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ARTICLE I

EASEMENT IN FAVOR OF CRIDDLE

- 1.1 Wade hereby grants Criddle, its employees, agents, contractors, successor and/or assigns, a non-exclusive easement over, under and across that certain portion of the Wade Property as shown in gray on <a href="Exhibit "C" and further described in <a href="Exhibit "D", for the exclusive purpose of construction, operation, maintenance, service, repair, improvement and replacement of an underground sanitary sewer line, land drain and storm drain (hereafter the "Easement").
- 1.2 Wade herby grants West Point City, a municipal city corporation (the "City"), its employees, agents, contractors, successors and/or assigns, a non-exclusive easement over, under and across that certain portion of the Wade Property as shown in gray on Exhibit "C" and further described in Exhibit "D", for the exclusive purpose of maintaining, servicing, repairing, improving and/or replacing the underground sanitary sewer line, land drain and storm drain (hereafter the "City Easement").
- 1.2 In addition to the Easement, Wade hereby grants to Criddle, its employees, agents, contractors, successor and/or assigns, a non-exclusive temporary easement over and across that certain portion of the Wade Property just north of the Easement and designated with slanted lines on Exhibit "C" and further described in Exhibit "E" for the staging and operation of the initial construction of the underground sanitary sewer line, land drain and storm drain ("Temporary Easement").
- 1.3 The Easement shall be constructed and completed in a workman like manner, and Criddle, its employees, agents, successors, and assigns, shall engineer, excavate, and construct the underground utilities lines, sanitary sewer lines, land drain, and storm drain in a manner that meets all local, county, and state regulations relating to underground sanitary sewer lines, land drains, and storm drains.
- 1.4 This Agreement and the Easement granted herein shall be perpetual. Each of the agreements and rights contained in this Agreement shall (i) insure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder, (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgement, easement, lease, or other right affecting the Parties' property, or any change of use, demolition, reconstruction, expansion, or other circumstances.

ARTICLE II

CONDITIONS PRECEDENT TO EASEMENT

2.1. All underground utilities, sanitary sewer lines, land drain, and storm drains installed, constructed or otherwise completed in the Easement shall comply and be consistent with Ensign

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Engineer's drawings and specifications dated January 11, 2019, a copy of which is attached hereto and incorporated herein as Exhibit "F".

- 2.2. Criddle, its employees, agents, contractors, successor and/or assigns shall ensure, and be responsible for, verifying and completing the installation of all underground utilities, sanitary sewer lines, land drain, and storm drains installed in or under the Easement and that it is consistent with Ensign Engineer's drawings and specifications dated January 11, 2019, and shall do so at their own cost and expense.
- 2.3. Wade shall be given reasonable access to information, the work site, and any other ability reasonably necessary to ensure and verify that the all underground utilities, sanitary sewer lines, land drain, and storm drains installed in or under the Easement are consistent with Ensign Engineer's drawings and specifications dated January 11, 2019.
- 2.4 Wade, and Wade's designated agents, professionals, and assigns, shall be given reasonable access to information, the work site, written plans, Criddle's professionals, agents and assigns, and any other resource reasonably necessary to determine the precise location of the all the underground utilities, sanitary sewer lines, land drain, and storm drains to be installed in or under the Easement
- 2.5 Criddle acknowledges that there is an artesian well located on the Wade Property just south of the Easement. Wade grants Criddle a temporary revocable license to enter the Wade Property and pipe the flow of the artesian well to ensure that this particular artesian well drains directly into the appropriate sewer, land or storm drain installed in the Easement. Criddle shall bear all costs and expenses associated with ensuring that this particular artesian well drains properly and in the appropriate storm land or sewer drain in the Easement. Once Criddle completes the pipping of the artesian well, the temporary license shall terminate and Criddle shall have no further obligation towards the drainage of the artesian well. Criddle shall take all reasonable and necessary steps to access this artesian well through the Temporary Easement in order to minimize the impact on the Wade Property and its agricultural use. Once Criddle completes the pipping the artesian well, Criddle, at its sole expense, shall return any disturbed land to its original condition and agricultural use.
- 2.6 Criddle acknowledges that there is an existing irrigation ditch on the real property owned by Susan L. Elbrader, parcel no.: 12-046-0055, north of the Wade Property ("Elbrader Property") as shown on Exhibit "C" that has historically flowed into a nearby irrigation ditch on the Wade Property. Criddle, at its sole cost, shall construct and install a storm drain stub to collect the irrigation water from the Elbrader Property so that it flows into the storm water drain. Wade grants to Criddle a temporary revocable license to enter the Wade Property as necessary for such installation and to ensure that the irrigation water from the Elbrader Property drains directly into the storm drain. Once Criddle completes the installation of the storm drain stub, the temporary license shall terminate and Criddle shall have no further obligation towards the drainage of the irrigation water from the Elbrader Property. Criddle shall take all reasonable and necessary steps to complete the work described in this Section 2.6 during the existence of the Temporary Easement in order to minimize the impact on the Wade Property. Once Criddle completes the contemplated work described in this Section 2.6, Criddle, at its sole expense, shall

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return any disturbed land to its original condition. The land shall be considered restored to its original condition only after Wade inspects and gives written approval to Criddle that the restoration of the ground has been returned to its original condition. Wade shall not unreasonably withhold his consent and approval as it relates to the land and its restoration.

ARTICLE III

COST OF CONSTRUCTION AND MAINTENANCE

3.1 Criddle, its successors and/or assigns, shall pay all costs associated with the installation and maintenance of the underground utilities, sanitary sewer lines, land drain and storm drain within the Easement area until such time the Easement area is dedicated to the City or until such time as the City takes over maintenance of the underground utilities, sanitary sewer lines, land drain and storm drain pursuant to the Interlocal Agreement. If at any point the surface area of the Easement is disturbed by Criddle for the regular maintenance, service, repair, improvement, or replacement of the underground sanitary sewer line, land drain and storm drain, upon the completion the work, Criddle shall restore the surface area of the Easement, (including any ditches that may be disturbed) to the same or better condition as it was prior to the commencement of construction, and ready for, and consistent with, its traditional agricultural use. Notwithstanding the above, if the maintenance and/or repair of the underground utilities, sanitary sewer lines, land drain and storm drain are due to the acts or negligence of Wade, Wade shall be responsible for such costs and shall reimburse Criddle within thirty (30) days of receipt of proof of costs for the maintenance or repair.

ARTICLE IV.

EASEMENT AND ACCESS IN FAVOR OF WADE

- 4.1 Criddle, its successors, assigns, employees, agents, contractors, successor and/or assigns, grants and ensures Wade and his employees, agents, successors, contractors, successor and/or assigns, non-exclusive easement and access, free of any pioneer agreement, protective land strip, any other financial obligation, cost, restriction, or limitation by or to Criddle, from the Wade Property to all underground utilities, underground sanitary sewer line, land drain and storm drain located in, around, or submerged in the Easement as designed and installed pursuant to Ensign Engineer's drawings and specifications dated January 11, 2019.
- 4.2 The purpose of Article 4.1 of this Agreement is to ensure and guarantee that Wade can access the Easement and all underground utilities, underground sanitary sewer lines, land drains and storm drains located in, around, or submerged in the Easement as designed and installed pursuant to Ensign Engineer's drawings and specifications dated January 11, 2019, without cost to Criddle, to ensure proper drainage, access to sewer lines, access to storm drains, and any other utilities within the Easement for any future development of the Wade Property. Criddle, his successors, assigns, employees, agents, heirs, and contractors shall not take any action inconsistent with Article 4.1 and 4.2 of this Agreement.

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- 4.3 This Agreement and the Easement in favor of Wade and granted herein shall be perpetual. Each of the agreements and rights contained in this Agreement shall (i) insure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder, (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgement, casement, lease, or other right affecting the Parties' property, or any change of use, demolition, reconstruction, expansion, or other circumstances.
- 4.4 At all times during Wade's access to the underground sanitary sewer lines, land drains and storm drains located in, around, or submerged in the Easement, Wade shall not prevent Criddle's access or use of the underground sanitary sewer lines, land drains and storm drains located in, around, or submerged in the Easement. Wade shall be solely responsible for any damage, destruction, or harm to the underground utilities, sanitary sewer lines, land drains and storm drains located within the Easement by Wade, or any of their agents, employees, contractors, and other related parties. Wade agrees to indemnify, defend, and hold Criddle harmless from any claims arising from or related to Wade's connection or access to the underground utilities, sanitary sewer lines, land drains and storm drains located within the Easement
- 4.5 After consulting with Wade's engineer and Criddle's engineer, Criddle shall construct at least two professionally created access joints or stubs that permit Wade to connect into the underground sanitary sewer line, land drain and storm drain at minimal cost. The location of these access points shall be mutually agreed upon by both Wade and Criddle in writing, after consulting with the parties' respective engineers and professionals by no later than March 12, 2019.
- 4.6 With the exception of the two professionally installed joints or stubs set forth in Article 4.5, Wade shall be solely responsible for all costs associated with Wade's connection or access to the underground utilities, sanitary sewer lines, land drains and storm drains located within the Easement assessed or charged by West Point City. Wade is anticipating, and West Pont City requires, traffic flow into the street that will connect to the Easement, Wade is anticipating installing a twenty four inch pipe.

ARTICLE V

CONSIDERATION

5.1 As consideration for the Easement, and the other agreements, promises, and covenants set forth herein, Criddle shall pay Wade a total payment of \$500,000.00 in certified or guaranteed funds.

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5.2 By February 22, 2019, Criddle shall pay Wade earnest money in the amount of \$10,000.00 and such good money shall be in certified or guaranteed funds. Criddle's good

Page 6 of 18

money shall be held in Escrow at Mountain View Title in Ogden, and shall be distributed to Wade at Closing consistent with Article 7 of this Agreement.

- 5.3 The remaining sum of \$490,000.00 shall be made in a single lump sum payment in certified or guaranteed funds at Closing.
- 5.4 Criddle shall pay the remaining \$490,000.00 at Closing, consistent with Article 7 below.
- 5.5 Criddle shall pay any and all closing costs, title fees, recording fees, or any other costs and expenses required to commensurate this Agreement, excluding Wade's attorney fees and costs associated with Wade's engineers.

ARTICLE VI

PERMANENT AND TEMPORARY FENCE

- 6.1 Prior to commencement of any excavation or construction, Criddle shall construct a temporary construction fence along (a) the south border of the Easement; and (b) the north border of the Temporary Easement on the border established between Wade and their neighbors to the north pursuant to that Boundary Line Agreement, for the purpose of containing the construction activity relating to the Easement within the Easement area. Criddle shall remove the temporary construction fence at the conclusion of all construction contemplated within the Easement and after Criddle has restored the ground within the Temporary Easement and Easement to at least, if not better, the state and condition at which it has traditionally existed for use as agricultural ground.
- 6.2. Criddle shall bear 100% of the cost of constructing, maintaining, and removing the temporary construction fence.
- 6.3 Upon completion of the initial construction and installation of the underground sanitary sewer line, land drain and storm drain, Criddle shall construct a permanent fence along the boundary line between the Wade property and the Seifert property to the north going east and west from 4500 West to the William Criddle property line. The fence shall be a farm/agricultural type fence constructed with t-posts and have a minimum of four (4) barbed wires.

ARTICLE VII

CLOSING

- 7.1 Wade and Criddle agree that time is of the essence in consummating and completing all requirements of this Agreement. As such, Closing shall occur no later than March 29, 2019.
- 7.2 Unless otherwise agreed in writing by both Wade and Criddle, Closing shall occur at Mountain View Title located at 5732 S. 1475 E., Suite 100.

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- 7.3 At Closing, Criddle shall surrender to Wade \$490,000.00 in certified and immediately available funds as a final-one-time lump sum payment. In addition to the \$490,000.00, Criddle shall authorize and take any steps reasonably necessary to release to Wade the \$10,000.00 in earnest money being held by Mountain View Title in escrow in order to complete the entire consideration amount, which is \$500,000.00.
- 7.4 At Closing, Criddle and Wade shall cooperate and executive all documents, titles, and other instruments necessary to properly record each parties' respective easements and interests as set forth in the Agreement.
- 7.5 The obligations of Criddle under this Agreement shall, at the option of Wade, be subject to the satisfaction, on or prior to Closing, of the following conditions:
 - (A) Wade shall have delivered all of the documents or other information required to be delivered by Wade hereunder;
 - (B) There shall have been no material breach by Criddle in the performance of any of its covenants and agreements herein which shall not have been remedied or cured;
 - (C) Each of the representations and warranties of Criddle contained in this Agreement shall be true and correct in all material respects on the Closing as though made on the Closing, except for changes therein specifically permitted by this Agreement or resulting from any transaction expressly consented to in writing by Wade and Criddle or any transaction contemplated in this Agreement;
 - (D) There has been no material financial change of Criddle that will have a material impact on Criddle's ability to pay the or have paid on their behalf, the consideration set forth above in Article V; and
 - (E) Criddle shall have paid the consideration set forth above in Article V.

ARTICLE VIII

ADMINISTRATIVE PROVISIONS

8.1 The parties further agree to cooperate in good faith with each other and the City in the event the City desires any further document or acknowledgment to effectuate the intent in this Agreement that the City be granted an easement over the City Easement area for the purposes set forth in this Agreement. Once the City takes over the maintenance, service, repair and replacement of the underground sanitary sewer, land and storm drain lines pursuant to the Interlocal Agreement, Criddle shall have no further obligations to Wade or the Wade Property for such work, except for any liabilities or issues that occurred prior to the City taking over

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responsibility for the maintenance, service, repair and replacement of the underground sanitary sewer, land and storm drain lines.

- 8.2 This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws. Venue for any actions arising out of this Agreement shall be the courts of the State of Utah.
- 8.3. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the parties.
- 8.4 The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.
- 8.5 In the event of a dispute between the parties arising under this Agreement, the party prevailing in such dispute shall be entitled to collect such party's costs from the other party, including without limitation court costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial or on appeal.
- 8.6 This Agreement and the exhibits attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No representations, oral or written, modifying or contradicting the terms of this Agreement have been made by any party except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.
- 8.7 Any number of counterparts of this Agreement may be signed and delivered and each shall be considered an original and together they shall constitute one agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GLEN L WADE.

GLEN L. WADE, Individually

State of Utah

County of Webel

On this 20 day of February 2019, personally appeared before me 6/en 1. Wade, 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 signature)

RICK D. HENDRY

NOTARY PUBLIC • STATE of UTAH

COMMISSION NO. 685764

COMM. EXP. 11-09-2019

(seal)

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NANCY B. WADE

NANCY B. WADE, Individually

State of Utah

County of Webel

On this 20 day of February 2019, personally appeared before me NANCY B. WAR., 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 signature)

RICK D. HENDRY

NOTARY PUBLIC * STATE of UTAH

COMMISSION NO. 685764

COMM. EXP. 11-09-2019

(seal)

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WILLIAM CRIDDLE FARM, L.L.C. By: Con L. Wilcox Its: Member and authorized Manager State of Utah County of March 2019, personally appeared before me On Wilcox 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.

JOANN E. SUMMERS

NOTARY PUBLIC & STATE of UTAH

COMM. EXP. 01-05-2020

(notary significire)

EXHIBIT "A" CRIDDLE PROPERTY

BEG NE COR OF SEC 7-T4N-R2W, SLM, & RUN TH S 33 FT; TH W 33.0 FT; TH S 1048.06 FT; TH W 335.08 FT; TH S 140.0 FT; TH E 335.08 FT; TH S 100.25 FT; TH W 1287.0 FT; TH N 20 CHAINS; TH E 20 CHAINS TO BEG. CONT. 35.86 ACRES LESS STREET. (SPLIT FOR TAXING PURPOSES.)

Parcel No.: 12-046-0127

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EXHIBIT "B" WADE PROPERTY

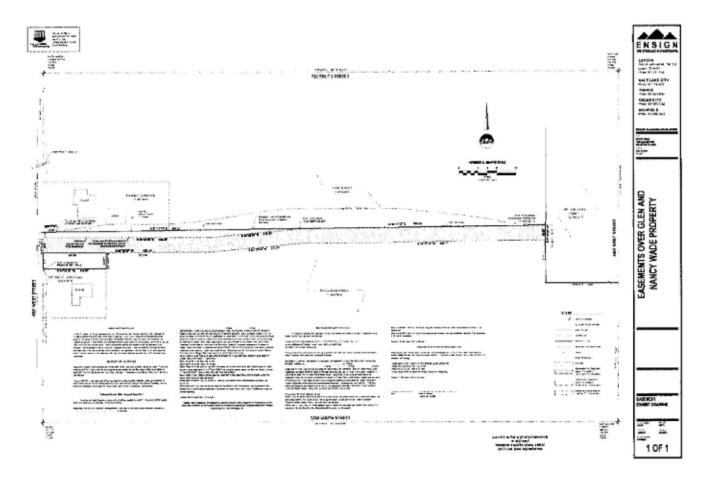
PARCEL 1: ALL OF THE W 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SEC 7-T4N-R2W, SLM; ALSO PARCEL #2: BEG 90 FT S OF THE NW COR OF THE SW 1/4 OF THE NE 1/4 OF SEC 7-T4N-R2W, SLM; & RUN TH S 1230.0 FT; TH E 80 RODS; TH N 1473 FT; TH W'LY TO A PT 228 FT N OF THE POB; TH S 98 FT; TH E 165 FT; TH S 130 FT; TH W 165 FT TO THE POB. CONT. 61.31 ACRES

Parcel No.: 12-046-0036

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EXHIBIT "C" DEPICTION OF EASEMENT AND TEMPORARY EASEMENT



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EXHIBIT "D" LEGAL DESCRIPTION OF EASEMENT

Permanent 40 Foot Utility Easement Description

A Permanent Utility Easement, situate in the Northeast Quarter of Section 7, Township 4 North, Range 2 West, Salt Lake Base and Meridian, described as follows:

Beginning at the end of a Boundary Line Agreem	ent in the office of the Davis (County Recorder,
recorded on March 28, 2019	, as Entry No.	
3150656	, in Book 7229	, at Page
333 , said point being a rebar in the	ground at the Northeast Corne	r of a Railroad
Tie fence corner with the fences running North/S	outh and West and also being	on the Westerly
Boundary Line of a proposed subdivision to be ke	nown as Criddle Farms North	Phase 2
Subdivision at a point North 0°14'20" East 1318.6	68 feet along the section line to	the Northeast
Corner of Criddle Farms South Subdivision and S	South 89°58'20" West 1325.66	feet along the
north line of Criddle Farms South Subdivision to	and along the north line of Cr	iddle Farms North
Phase 1 Subdivision, to and along the south line t	to the Southwest Corner of a pr	roposed
subdivision to be known as Criddle Farms North		
153.75 feet along the west line of a proposed sub-	division to be known as Cridd	le Farms North
Phase 2 Subdivision from the East Quarter Corne	er of Section 7, Township 4 No	orth, Range 2
West, Salt Lake Base and Meridian, and running;		
thence South 0°14'33" West 40.00 feet along the	westerly line of said proposed	subdivision to be
known as Criddle Farms North Phase 2 Subdivis	sion;	
thence South 89°17'45" West 646.18 feet;		
thence South 84°29"55" West 243.34 feet;		
thence South 89°58'20" West 437.44 feet to the c	enter line of 4500 West Street	, also being the
quarter section line and a point being North 0°14	'47" East 1398.67 feet along the	ne quarter section
line from the Center of Section 7, Township 4 No	orth, Range 2 West, Salt Lake	Base and
Meridian;		
thence North 0°14'47" East 40.00 feet along the c	enter line of 4500 West Street	and the quarter
section line;		
thence North 89°58'20" East 435.35 feet;		
thence North 84°29'55" East 243.03 feet to a poi	nt on a line defined in the afor-	ementioned
Boundary Line Agreement;		
thence North 89°17'45" East 648.58 feet along the		
Agreement to the westerly line of said proposed s		iddle Farms North
Phase 2 Subdivision, being the point of beginning	g.	
Contains 53,075 square feet, 1.218 acres.		

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EXHIBIT "E" LEGAL DESCRIPTION OF TEMPORARY EASEMENT

Temporary Utility Easement Description

A Temporary Construction Easement, situate in the Northeast Quarter of Section 7, Township 4 North, Range 2 West, Salt Lake Base and Meridian,

Temporary Construction Easement in favor of West Point City and Syracuse City, Utah for the construction of Sanitary Sewer, Land Drain and Storm Drain for Criddle Farms North Subdivisions

A Temporary Construction easement running adjacent to and north of the above described 40 foot Permanent Utility Easement, more particularly described as follows:

Beginning at a point on a line defined	in a Boundar	y Line Agreem	ent on file in the o	ffice of the
Davis County Recorder, recorded on	March 28,	2019	, as	Entry No.
3150656	, in Bo	ook 7229	, at Page	
333 , said point being No	orth 0°14'20"	East 1318.68 fe	eet along the section	n line to the
Northeast Corner of Criddle Farms Sc	outh Subdivisi	ion and South 8	39°58'20" West 132	25.66 feet
along the north line of Criddle Farms	South Subdiv	ision to and alc	ong the north line of	of Criddle
Farms North Phase 1 Subdivision, to	and along the	south line to th	e Southwest Corne	er of a
proposed subdivision to be known as	Criddle Farms	s North Phase 2	2 Subdivision and 3	North
0°14'33" East 153.75 feet along the w	est line of a p	roposed subdiv	ision to be known	as Criddle
Farms North Phase 2 Subdivision to the	he end of the	aforementioned	Boundary Line A	greement
and South 89°17'45" West 648.58 fee	t along the lir	ne defined in th	e Boundary Line A	Agreement
from the East Quarter Corner of Section	on 7, Townsh	ip 4 North, Rar	nge 2 West, Salt La	ake Base and
Meridian, and running;				

thence South 84°29'55" West 243.03 feet;

thence South 89°58'20" West 435.35 feet to the quarter section line and the center line of 4500 West Street, said point being North 0°14'47" East 1438.67 feet along the quarter section line from the Center of Section 7, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence North 0°14'47" East 15.19 feet along the quarter section line and center line of 4500 West Street to the extension of the line defined in the aforementioned Boundary Line Agreement; thence North 89°17'45" East 33.00 feet along the extension of the line in the aforementioned Boundary Line Agreement;

thence North 89°17'45" East 644.24 feet along the line defined in the aforementioned Boundary Line Agreement to the point of beginning.

Contains 10,188 square feet, 0.234 acres.

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EXHIBIT "F"

Ensign Engineer's drawings and specifications dated January 11, 2019

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CRIDDLE FARMS NORTH **SUBDIVISION PHASE 2**

ENSIGN

900 SOUTH TO 1150 SOUTH 4000 WEST STREET SYRACUSE, UTAH

HOR REVIEW NOT FOR CONSTRUCTION	

INDEX C	INDEX OF DRAWINGS	PP-1	4050 WEST STREET PLAN AND PROFILE
1 OF 2	SUBDIVISION PLAT	PP-2	4050 WEST STREET PLAN AND PROFILE
2 OF 2	SUBDIVISION PLAT	PP-3	920 SOUTH STREET OFFSITE PLAN AND PRO
505	GENERAL NOTES	PP	920 SOUTH STREET OFFSITE PLAN AND PR
0.10	SITE PLAN	PP-5	920 SOUTH STREET PLAN AND PROFILE
C-101	HISTORIC PARK SITE/LANDSCAPE PLAN	9-Hd	920 SOUTH STREET PLAN AND PROFILE
0.200	GRADING AND DRAINAGE PLAN	2-dd	4110 WEST STREET AND 870 SOUTH
C-300	UTILITY PLAN		STREET PLAN AND PROFILE
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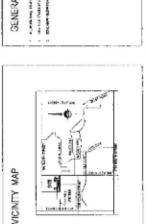
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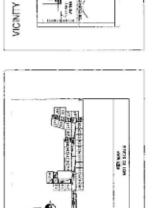


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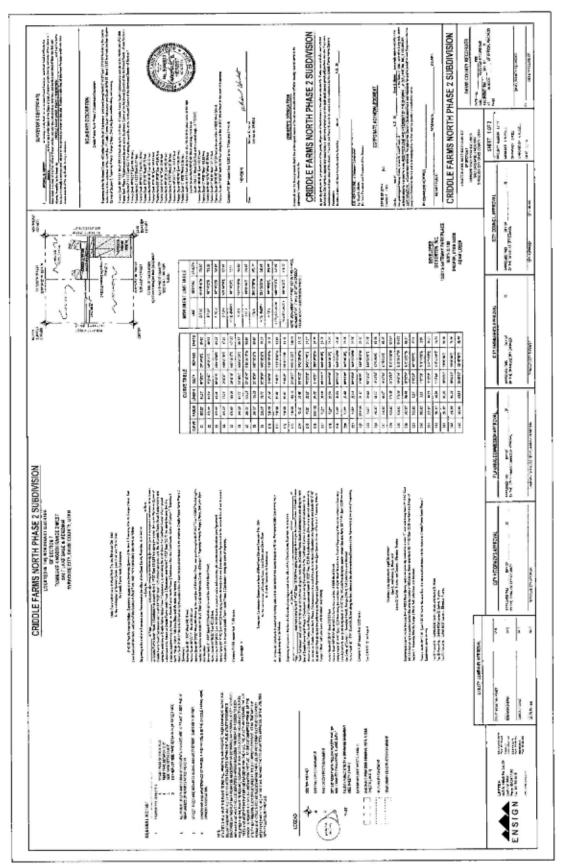




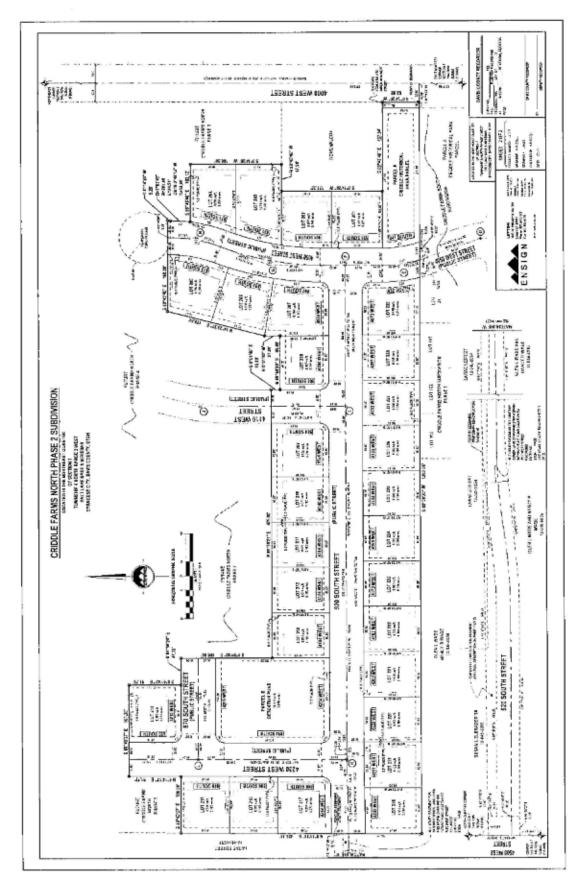
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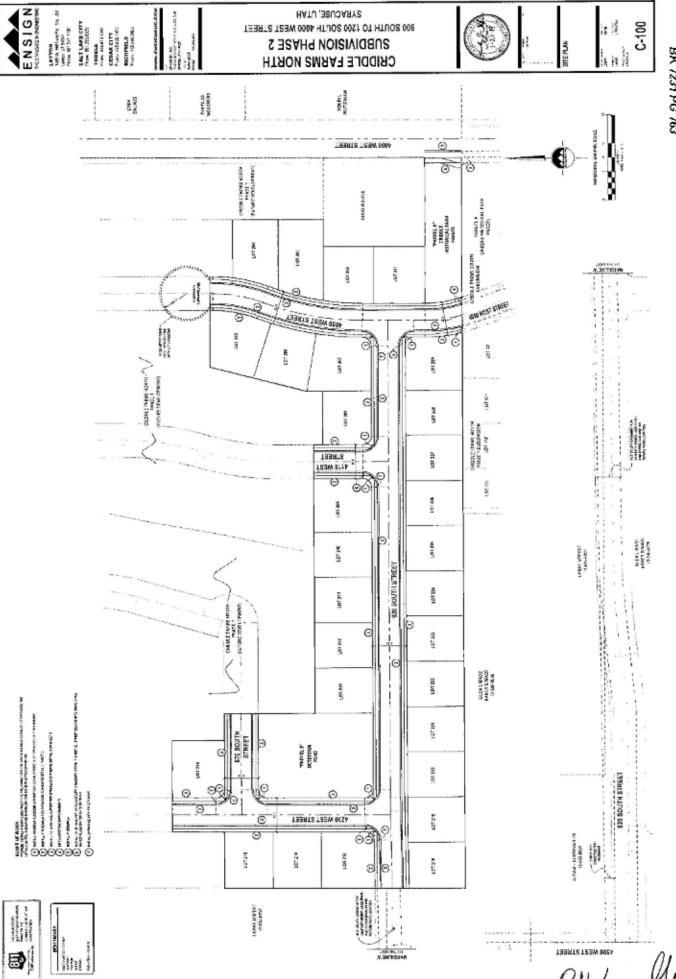
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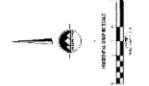
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900 SOUTH TO 1200 SOUTH 4000 WEST STREET





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SUBDIVISION PHASE 2

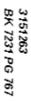


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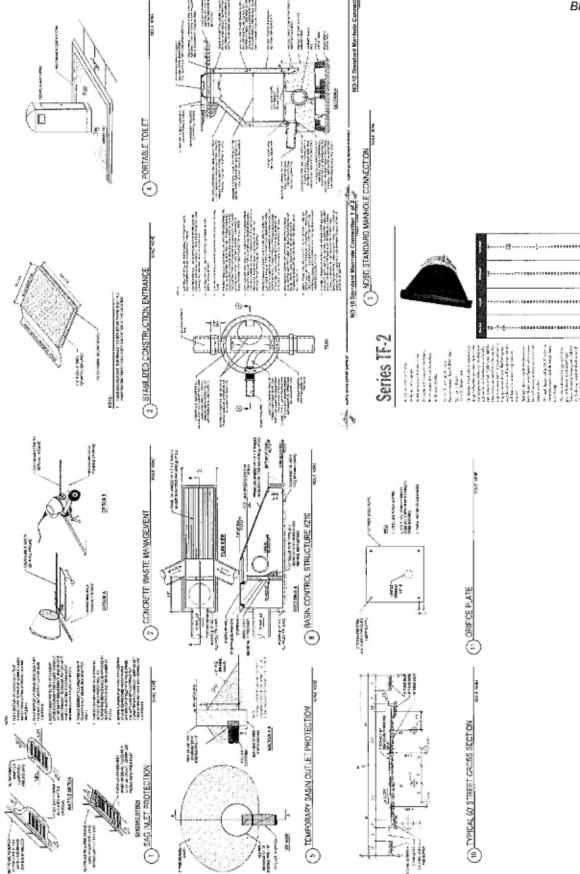
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