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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER CITY
1020 E PIONEER RD
DRAPER UT 84020
BY: TBP, DEPUTY - MA 6 P.

WHEN RECORDED, RETURN TO:
Draper City
Attn: City Manager
1020 E Pioneer Road
Draper, UT 84020

Affecting Parcel No. 28-29-377-020

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT (the "Agreement") is made as of January 15, 2019 by and between LANDING POINT APARTMENTS, LC, a Utah limited partnership ("Grantor") and DRAPER CITY, a political subdivision of the State of Utah ("Grantee"). The foregoing are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantor owns certain real property located in the City of Draper, County of Salt Lake, State of Utah (the "Grantor Property"); and
- B. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive easement ("Easement") to install, maintain, and repair a public sidewalk (hereinafter called the "Sidewalk"), over, across, and upon that portion of the Grantor Property described on Exhibit A and depicted on Exhibit B attached hereto and made a part hereof (the "Easement Area"). The Easement Area is for the Sidewalk, which shall be seven (7) feet in width as shown on Exhibit B.
- 2. **Term.** This Easement shall continue until such time as the Easement Area ceases to be used as a public sidewalk.
- 3. **Maintenance.** Grantee shall maintain the Easement Area and Sidewalk in good condition, free of defects or hazards, and shall be responsible for any damage to the Grantor Property, any personal property, or improvements, suffered by Grantor by reason of Grantee's use of the Easement Area. Grantee shall, at Grantee's sole cost and expense, promptly repair any such damage so as to return the damaged property and improvements to their condition immediately prior to such damage.
- 4. **Hold Harmless.** Grantee will at all times indemnify, protect, defend, save, and hold Grantor harmless with respect to any and all loss, claim, damage, or liability suffered or sustained by reason of any injury or damage to any person or property, resulting from or in any way related to Grantee's use of the Easement Area or the Sidewalk, including any claims arising from public use of the Easement Area or the Sidewalk.

5. **Relocation of Easement Area and Sidewalk.** Grantor may, at any time, request the relocation of the Easement Area and Sidewalk to a new location on the Grantor Property, and Grantee agrees to perform such relocation, provided that: (i) such new location is suitable to Grantee for the use and operation of the Sidewalk; (ii) Grantor conveys to Grantee an easement in the new location and in a form and substance substantially similar to this Agreement; (iii) Grantor pays for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Sidewalk.

6. **Successors & Assigns.** This Agreement and the terms contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties and their respected heirs, successors, and assigns.

7. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Recitals.** The Recitals are true and correct and incorporated herein.

9. **Entire Agreement.** This Agreement constitutes the agreements between the Parties. The Parties agree that there are no other agreements that exist between them as of the date hereof.

10. **Attorney Fees.** In the event of any action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to receive its costs and attorney fees.

11. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Utah and both Parties shall be considered the drafters of this Agreement.

[Signature and acknowledgement pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

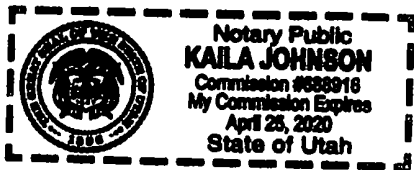
GRANTOR:

LANDING POINT APARTMENTS, LC,
a Utah Limited Liability Company

By: [Signature]
Its: MANAGER

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 15th day of JANUARY, 2019, by David Phillips, Manager of LANDING POINT APARTMENTS, LC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC.
Residing at DAVIS County UT

[Signatures and acknowledgements continue on following page.]

GRANTEE:

DRAPER CITY,
a political subdivision of the State of Utah

By *David Dobbins*
David Dobbins, City Manager

ATTEST:

Laura Oscarson
~~Rachelle Connor, City Recorder~~
Laura Oscarson

Approved as to Form:
[Signature]
City Attorney



STATE OF UTAH

COUNTY OF _____)

not
1-17-19

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by David Dobbins, City Manager of Draper City, a political subdivision of the State of Utah.

NOTARY PUBLIC
Residing at _____

EXHIBIT A
DESCRIPTION OF EASEMENT AREA

Beginning at a point on a fence line , said point also being N 89°59'55" W along the Section Line 422.84 feet and North 108.096 feet from the South 1/4 corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base & Meridian.

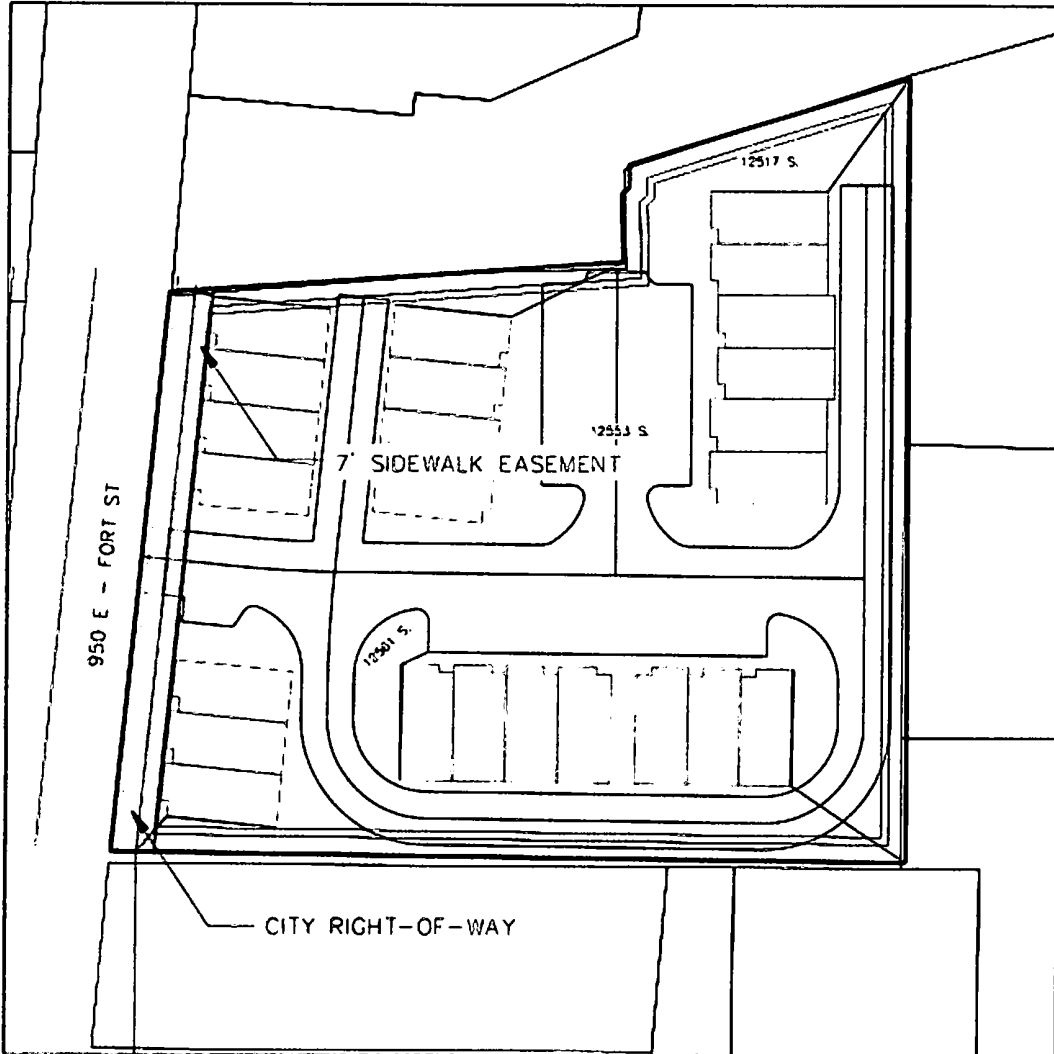
Thence, N 05° 37' 53" E for a distance of 227.43 feet to a point on a line.

Thence, N 86° 00' 34" E for a distance of 7.10 feet to a point on a line.

Thence, S 05° 37' 53" W for a distance of 228.01 feet to a point on a line.

thence N 89° 18' 54" W a distance of 7.03 feet to the POINT OF BEGINNING
SAID PARCEL CONTAINING 1594 sq. ft. MORE OR LESS

**EXHIBIT B
DEPICTION OF EASEMENT AREA**



PROJECT DEVELOPER

JF CAPITAL
BROCK LOOMIS
 PII - 801.814.1914

**PROJECT ENGINEER
& SURVEYOR**

REGION ENGINEERING & SURVEYING
 1776 NORTH STATE STREET #110
 OREM, UTAH 84057
 PII - 801.376.2245

MODA TOWN CENTER
 AN AMENDMENT OF BLOCK 10⁰ OF THE DRAPERVILLE PLAT
 LOCATED IN THE SW QUARTER OF SECTION 34 AND IN THE S QUARTER OF
 SECTION 29, TOWNSHIP 3 SOUTH
 RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

DRAPER CITY, SALT LAKE COUNTY, UTAH
 SCALE: 1" = 30' FEET