

WHEN RECORDED, RETURN TO:

Syracuse Property Holdings LLC
Attn: Spencer H. Wright
1178 W. Legacy Crossing Blvd., #100
Centerville, Utah 84014

12-883-0001 + 12-883-0002

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT ("**Agreement**") is entered into this 15th day of February, 2022 by and between UTAH STATE BUILDING OWNERSHIP AUTHORITY ("**Grantor**") and SYRACUSE PROPERTY HOLDINGS LLC, a Utah limited liability company ("**Grantee**").

WHEREAS, Grantor owns certain real property located in Davis County, Utah and more particularly described on attached Exhibit "A" ("**Grantor's Property**"); and

WHEREAS, Grantee is the owner of certain real property adjacent to the Grantor's Property and more particularly described on attached Exhibit "B" ("**Grantee's Property**"); and

WHEREAS, Grantor desires to grant Grantee an easement for the installation and maintenance of utilities over and across a portion of the Grantor's Property,

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. Utility Easement. Grantor hereby grants Grantee, its agents, employees and contractors, a non-exclusive easement and right-of-way for the installation, operation, maintenance, service, repair, improvement and replacement of a water line, over, through and across the Grantor's Property in the location depicted on the Site Plan attached hereto as Exhibit "C", and more particularly described at Exhibit "D" (the "**Utility Easement**") subject to the following:

(a) Grantor shall have the right to construct, maintain, operate, repair and replace pavement, curbing, sidewalks, landscaping and such other improvements (except buildings and large trees whose root zones would interfere with the Utility Easement) over and adjacent to the Utility Easement that do not unreasonably interfere with Grantee's rights hereunder;

(b) Any operation, maintenance or repair of the Utility Easement shall be exercised so as to minimize disruption to Grantor's occupation of the Utility Easement area. Grantee shall provide reasonable written notice to Grantor prior to entering the Utility Easement area. Such notice shall provide the times of entry and a description and estimated duration of the work to be performed, provided however, that if the work is deemed an emergency requiring immediate action, Grantee shall notify Grantor within such reasonable time as the emergency allows; and

(c) Grantee shall repair and restore any damage to the Grantor's Property caused by Grantee's construction, operation, maintenance or repair activities (including without limitation the restoration of pavement and curbing removed or damaged by such activities) on the Utility Easement.

2. Representations and Warranties. Grantor represents and warrants that it is the owner of the Grantor's Property and has the authority to grant the easement contained herein without the need for any notice to, consent of or subordination by, any other person or entity. Grantor further represents and warrants that the Grantor's Property is free and clear of all liens, encumbrances and restrictions except those appearing of record.

3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Utility Easement to the general public or for the general public or for any public purposes whatsoever. The right of the public or any person to make any use whatsoever of the Utility Easement or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to Grantor's control. Notwithstanding any other provisions contained herein to the contrary, Grantor may periodically restrict ingress and egress from the area of the Utility Easement in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties.

4. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and are binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(c) Successors. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

[Signature page follows]

DATED and EFFECTIVE as of the date first set forth herein.

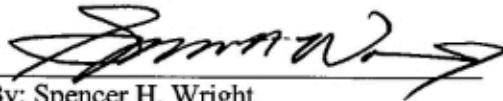
GRANTOR:

UTAH STATE BUILDING OWNERSHIP
AUTHORITY


By: Lee Fairbourn
Its: Real Estate Manager

GRANTEE:

SYRACUSE PROPERTY HOLDINGS LLC,
a Utah limited liability company


By: Spencer H. Wright
Its: Manager

STATE OF UTAH
COUNTY OF DAVIS

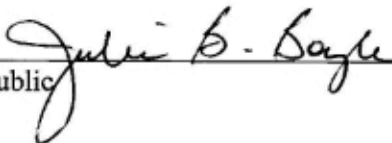
On the 15 day of February 2022, personally appeared before me Lee Fairbourn, who duly acknowledged to me that he executed the foregoing Agreement as Real Estate Manager of UTAH STATE BUILDING OWNERSHIP AUTHORITY.

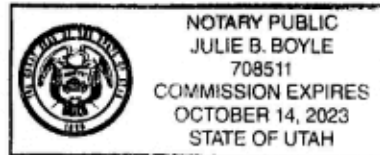

Notary Public



STATE OF UTAH
COUNTY OF DAVIS

On the 15th day of February 2022, personally appeared before me Spencer H. Wright, who duly acknowledged to me that he executed the foregoing Agreement as Manager of SYRACUSE PROPERTY HOLDINGS LLC, a Utah limited liability company.


Notary Public



3457431
BK 7948 PG 998

EXHIBIT "A"
Legal Description – Grantor's Property

ALL OF LOT 1, BRIGGS & SONS SUBDIVISION.

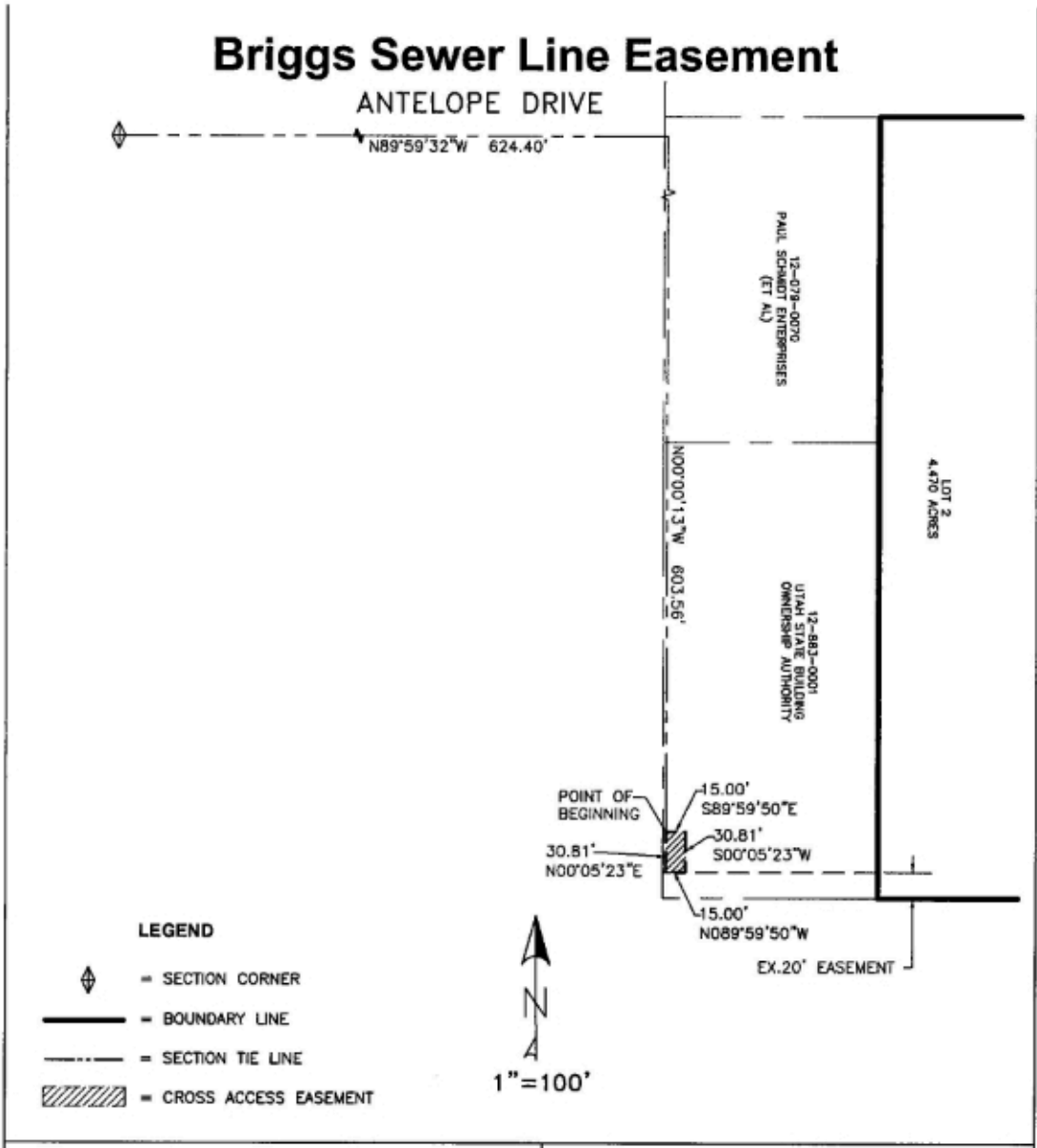
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EXHIBIT "B"
Legal Description – Grantee's Property





ALL OF LOT 2, BRIGGS & SONS SUBDIVISION.

EXHIBIT "C"
Site Plan

Briggs Sewer Line Easement



LEGEND

-  = SECTION CORNER
-  = BOUNDARY LINE
-  = SECTION TIE LINE
-  = CROSS ACCESS EASEMENT



Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

PROJECT INFO.

DESIGNER: THOMAS HUNT

DATE: 9/2/2021

NAME: S. WRIGHT

SCALE: 1"=100'

EXHIBIT "D"
Legal Description – Utility Easement

BRIGGS SEWER EASEMENT DESCRIPTION

A WATER LINE EASEMENT BEING PART OF THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 4, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 00°00'13" WEST 603.56 FEET THEN ALONG THE QUARTER SECTION LINE NORTH 89°59'32" WEST 624.40 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 4, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY FOUND DAVIS COUNTY BRASS CAP MONUMENT AND RUNNING:

THENCE SOUTH 89°59'50" EAST 15.00 FEET;
THENCE SOUTH 00°05'23" WEST 30.81 FEET;
THENCE NORTH 89°59'50" WEST 15.00 FEET;
THENCE NORTH 00°05'23" EAST 30.81 FEET TO THE POINT OF BEGINNING.

AS DESCRIBED DEDICATION CONTAINS 462.22 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.