

WHEN RECORDED RETURN TO:

Eaglewood Village, Inc.
c/o Steven F Lowe
13525 South Venicia Way
Draper, UT 84020

RETURNED
SEP 30 2011

E 2618748 B 5369 P 187-190
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/30/2011 10:16 AM
FEE \$0.00 Pgs: 4
DEP RT REC'D FOR NORTH SALT LAKE C
ITY

PT 01-108-0066

**FIRST AMENDMENT TO
STORM WATER DRAINAGE EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO STORM WATER DRAINAGE EASEMENT AGREEMENT ("Amendment") is entered into as of the 29th day of September, 2011 by and between the City of North Salt Lake, a municipal corporation and political subdivision of the State of Utah (hereafter referred to as the "City"), and Eaglewood Village, Inc., a Utah corporation (hereafter referred to as "Eaglewood")

Recitals:

- A. Eaglewood is the developer of certain real property located in North Salt Lake, Davis County, State of Utah, known as Eaglewood Village (the "Property").
- B. Eaglewood and the City are parties to that certain Storm Water Drainage Easement Agreement dated June 30, 2009, and recorded July 10, 2009 in the Office of the Davis County Recorder as Entry No. 2466593, Book 4815, Pages 1351-1358 (the "Easement Agreement"), relating to, among other things, the granting of a permanent storm water retention and drainage easement, the conveyance of ownership of all pipelines and other improvements within the water drainage system, and the assumption by the City of the ongoing obligations relating to such storm water drainage system and facilities. Capitalized terms not otherwise defined in this Amendment will have the same meanings as stated in the Easement Agreement.
- C. Eaglewood has requested, and the City has agreed, to amend the Easement Agreement by removing a portion of property from the area defined and referred to in the Easement Agreement as the "Storm Water Easement Area."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Easement as follows:

Amendment:

- 1. Storm Water Easement Area. The City and Eaglewood hereby agree that the Easement Agreement is hereby amended by removing a portion of property (the "Excluded Easement Area") from the area defined, referred to and depicted in the Easement Agreement as the "Storm Water Easement Agreement," which Excluded Area is more particularly described as follows:

PARCEL A

BEGINNING AT A POINT NORTH 00°07'13" WEST ALONG THE SECTION LINE 212.18 FEET AND EAST 191.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 69°15'13" EAST 16.58 FEET; THENCE NORTH 20°44'47" EAST 16.18 FEET; THENCE SOUTH 66°27'28" WEST 23.17 FEET TO THE POINT OF BEGINNING.

PARCEL B

BEGINNING AT A POINT NORTH 00°07'13" WEST ALONG THE SECTION LINE 256.93 FEET AND EAST 276.22 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 69°15'13" EAST 12.14 FEET; THENCE NORTH 20°44'47" EAST 16.84 FEET; THENCE SOUTH 56°32'16" WEST 20.76 FEET TO THE POINT OF BEGINNING.

PARCEL C

BEGINNING AT A POINT NORTH 00°07'13" WEST ALONG THE SECTION LINE 270.89 FEET AND EAST 297.38 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 69°15'13" EAST 6.08 FEET; THENCE NORTH 20°44'47" EAST 8.43 FEET; THENCE SOUTH 56°32'16" WEST 10.39 FEET TO THE POINT OF BEGINNING.

Exhibits "A" and "B" of the Easement Agreement are hereby amended to the extent necessary to reflect the removal of the Excluded Area from such Exhibits. To this end, the City hereby vacates, releases and waives any rights in and to the Excluded Area which may have been granted by Eaglewood to the City pursuant to the Easement Agreement.

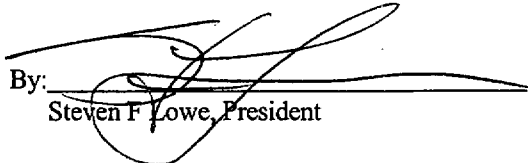
2. Continuing Effect. Except as specifically modified by this Amendment, the terms of the Easement Agreement shall continue in full force and effect.

3. Counterparts. This Amendment may be signed in multiple counterparts, which when taken together shall constitute a single original.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

EAGLEWOOD:

EAGLEWOOD VILLAGE, INC., a Utah
corporation

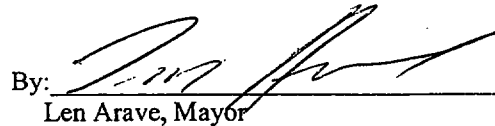
By: 
Steven F. Lowe, President

CITY:

CITY OF NORTH SALT LAKE, a Utah municipal
corporation

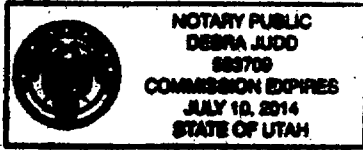
ATTEST:

By: _____
City Clerk

By: 
Len Arave, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 29 day of September, 2011, personally appeared before me Steven F Lowe, who acknowledged to me that he executed the foregoing instrument as President of Eaglewood Village, Inc., a Utah corporation, for its stated purpose.



Debra Judd
Notary Public

Residing at: 322E 12300 S
Draper, UT 84020

My Commission Expires:

July 10, 2014

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 30TH day of SEPT, 2011, personally appeared before me Len Arave, who acknowledged to me that he executed the foregoing instrument as Mayor of the City of North Salt Lake, a Utah municipal corporation, for its stated purpose.

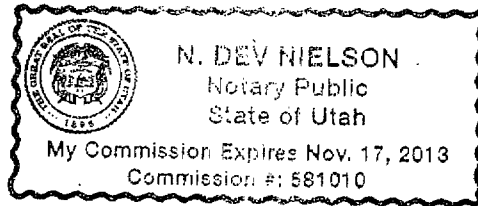
[Signature]

Notary Public

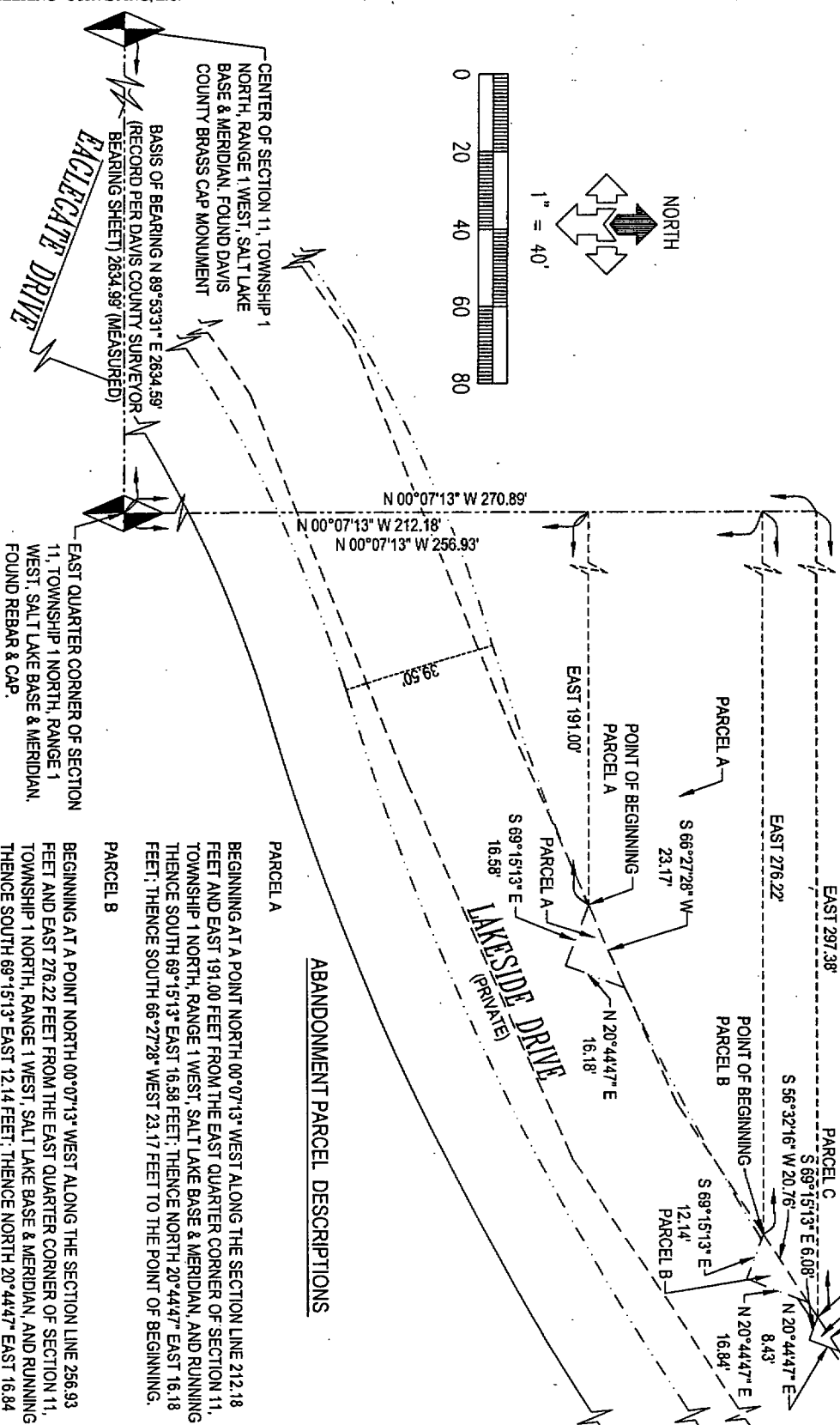
Residing at: Beautiful, UTAH

My Commission Expires:

11.17.13



1151727



CENTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, FOUND DAVIS COUNTY BRASS CAP MONUMENT

BASIS OF BEARING N 89°53'31" E 2834.59' (RECORD PER DAVIS COUNTY SURVEYOR BEARING SHEET 2634.99' (MEASURED))

EAGLE GATE DRIVE

EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, FOUND REBAR & CAP.

N 00°07'13" W 270.89'

N 00°07'13" W 212.18'

N 00°07'13" W 256.93'

39.50'

EAST 191.00'

POINT OF BEGINNING PARCEL A

PARCEL A

S 66°27'28" W 23.17'

EAST 276.22'

POINT OF BEGINNING PARCEL B

PARCEL B

S 66°15'13" E 16.58'

POINT OF BEGINNING PARCEL C

PARCEL C

S 58°32'16" W 10.39'

S 69°15'13" E 6.08'

S 69°15'13" E 12.14'

N 20°44'47" E 16.84'

N 20°44'47" E 8.43'

N 20°44'47" E 16.84'

ABANDONMENT PARCEL DESCRIPTIONS

PARCEL A
BEGINNING AT A POINT NORTH 00°07'13" WEST ALONG THE SECTION LINE 212.18 FEET AND EAST 191.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 69°15'13" EAST 16.58 FEET; THENCE NORTH 20°44'47" EAST 16.18 FEET; THENCE SOUTH 66°27'28" WEST 23.17 FEET TO THE POINT OF BEGINNING.

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EAGLEWOOD VILLAGE SUBDIVISION

LAKESIDE DRIVE & EAGLE GATE DRIVE

EAST 1/2 OF SEC 11 & THE WEST 1/2 OF SEC 12, T1N, R1W, SLB&M

McNEIL GROUP

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PROJECT NO. 2008050704
CHECKED BY: DBD
DRAWN BY: KSL/KES
DATE: 9-20-11
1 OF 1