

When recorded, mail to:

Syracuse City Hall
Attn: City Recorder
1979 West 1900 South
Syracuse, UT 84075

E 3141970 B 7193 P 843-847
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/05/2019 03:33 PM
FEE \$0.00 Pgs: 5
DEP RTT REC'D FOR SYRACUSE CITY

Affects Parcel No(s): 12-025-0029

TEMPORARY FIRE TURNAROUND EASEMENT

NINIGRET CONSTRUCTION COMPANY NORTH L.C., a Utah limited liability company, whose address is 1700 South 4650 West, Salt Lake, UT 84101, hereinafter GRANTOR, for the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledges, does hereby grant and convey to SYRACUSE CITY, hereinafter GRANTEE, a temporary turnaround easement (the "Easement") to facilitate emergency vehicle turnaround at the terminus of 300 South Street, and maintain said area through and across the following described property situated in the County of Davis, State of Utah, to-wit (the "Easement Area"):

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same unto Grantee and its successors, so long as such Easement Area shall be maintained, with the reasonable right of ingress and egress to Easement Area. Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents"). Grantee accepts the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, subject to all matters of record or enforceable at law or equity.

Grantor, at its sole cost and expense, shall maintain and repair the Easement Area in good order and condition. Following any entry made under the terms of this Easement by Grantee, Grantee's Agents or assigns, Grantee does hereby agree that it will restore Grantor's property to the condition existing prior to said entry. Said Easement shall include all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described; however, Grantor shall retain the full right, title, and possession of the property except for the limited Easement granted herein.

Grantor reserves the right to occupy and use said property, including the Easement Area, for all purposes not inconsistent with the rights herein granted and shall retain the full right, title, and possession of the Grantor's property except for the limited Easement granted herein.

Grantee hereby agrees to indemnify, release and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their affiliates, officers, directors, employees, managers, members, agents, servants and contractors (collectively, "Affiliates") from and against any and all liens, encumbrances, costs or expenses (including, without limitation, reasonable attorneys' fees and

court costs), demands, claims, judgments, and/or damage that may be incurred by Grantee or its Affiliates caused by or arising directly out of the use of the Easement by Grantee and/or Grantee's Agents. Grantee's obligations under this Section will survive the termination or expiration of this Agreement

The rights, conditions, and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto; provided, however, Grantee may not assign its rights and obligations under this Easement without the prior written consent of Grantor.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's property to the general public or for the general public or for any public purpose whatsoever, it being the intention that the Easement and this Easement shall be strictly limited to and for the purposes herein expressed. This Easement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

This Easement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the parties or their successor and assigns (as determined by the provisions herein).

The Easement and Grantee's rights to use the Easement Area will automatically terminate upon the extension of the 300 South Street west of the Easement Area.

[signature and notary pages to follow]

IN WITNESS WHEREOF, Grantor, has caused this instrument to be executed this 31 day of January, 2019 RD

GRANTOR:

NINIGRET CONSTRUCTION
COMPANY NORTH L.C.,
a Utah limited liability company

By: [Signature]
Gary McEntee, Manager

SYRACUSE CITY ACCEPTANCE:
[Signature]
Mike Gaula, Mayor

ATTEST:

[Signature]
Cassie Bondy, City Recorder



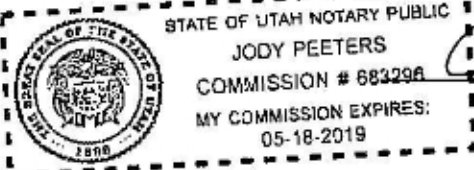
Approved as to Form:

By: [Signature]
Date: 1/31/19

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 4 day of February, 201st personally appeared before me Mike Eralley
_____, who being duly sworn, did say that he/she is the Mayor of SYRACUSE
CITY, a municipal corporation of the State of Utah, and that the foregoing Temporary Fire Turnaround Easement
was signed in his/her capacity as land use authority on behalf of the City for approval of Temporary Fire Turnaround
Easement s.

 [Signature]
Notary Public

GRANTOR ACKNOWLEDGMENT

STATE OF Utah)
 : ss.
COUNTY OF Wasatch

On this 31st day of January, 2018, personally appeared before me Gary McEntee who
being by me duly sworn did say that he is ~~the~~ Manager of NINIGRET CONSTRUCTION COMPANY
NORTH L.C., a Utah limited liability company, and that the foregoing Temporary Fire Turnaround Easement
was signed in behalf of said company by authority, and he acknowledged to me that said company executed the
same.

[Signature]
Notary Public


 Anna Irons
Notary Public
State of Utah
My Commission Expires July 8, 2022
#701076

EXHIBIT A

That certain real property located in Davis County, Utah, specifically described as follows:

A temporary turnaround easement located in the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

BEGINNING at a point South 89°56'57" East 1,844.62 feet along the north line of the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, South 00°08'15" West 496.97 feet and South 89°56'39" East 4.98 feet from the West Quarter Corner of said Section 3, said point also being a point of tangency of a 25.00 foot radius curve to the right, and thence Southeasterly 39.31 feet along the arc of said curve through a central angle of 90°04'54" and a long chord of South 44°54'12" East 35.38 feet; thence South 00°08'15" West 4.96 feet; thence South 89°56'39" East 60.00 feet; thence North 00°08'15" East 5.04 feet to a point of tangency of a 25.00 foot radius curve to the right; thence North 89°56'39" West 110.00 feet to the POINT OF BEGINNING. Said easement encompasses 2,068 square feet or 0.04 acres, more or less.