

E 2824009 B 6104 P 96-104
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/17/2014 09:53 AM
FEE \$0.00 Pgs: 9
DEP RTT REC'D FOR UTAH TRANSIT AUTHORITY

When recorded return to:

Utah Transit Authority
TOD Department
669 West 200 South
Salt Lake City Utah 84101

Layton point

11-061-0225

11-712-0003,0004

PARKING AND ACCESS EASEMENT AGREEMENT

THIS PARKING AND ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 12 day of ~~April~~^{Sept}, 2013²⁰¹⁴ by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, hereinafter referred to as "Grantee," and LARRY G. HILL, an individual, hereinafter referred to as "Grantor."

RECITALS:

This Agreement is made and entered into with reference to the following definitions and recitals of fact, which are a material part of this Agreement:

A. Grantee is the owner of property that serves as a Park 'N Ride Lot, (the "UTA Parcel") which includes access roads from Main Street (the "Primary Access Road") all serving patrons utilizing the Layton FrontRunner Station, which UTA Parcel is located in Layton, Utah, more particularly described in Exhibit "A."

B. Grantor is planning the development of commercial building (the "Development") on property Grantor owns adjacent to the UTA Parcel (the "Development Parcel"), more particularly described in Exhibit "B"; and

C. Grantor has agreed to provide parking and nonexclusive access to Grantee and Grantee's patrons, employees and invitees on a shared basis (the "Easement Area"), more particularly described in Exhibit "C," to enable Grantee to access parking on other property and meet its federally-mandated parking requirements.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee hereby agree as follows:

1. Easement. Upon Grantor's completion of construction of the Development, Grantor shall and hereby does grant to Grantee for use by Grantee and Grantee's patrons, employees and invitees, a nonexclusive easement, for the purposes of ingress and egress over and across the Easement Area.

2. Maintenance. Grantor agrees to maintain the Easement Area, throughout the period of the Easement. Such maintenance shall include, but shall not be limited to, snow and ice removal, surface repair, restoration, restriping, and resurfacing when needed. The Easement Area and related portions of the UTA Parcel shall at all times be properly surfaced with asphalt, concrete or other similar material. Grantor agrees to and shall at all times maintain or cause to be maintained the Easement Area in good, clean and safe condition and repair, reasonably free from debris, rubbish, snow, ice and other materials.

3. Not a Public Dedication. Nothing contained in this Agreement, nor any use made of the Easement Area pursuant to the provisions of this Agreement, shall be deemed to be a gift or dedication of all or any portion of the Easement Area for the general public or for any public purposes whatsoever, it being the intention of the parties to this Agreement that this Agreement be strictly limited to the purposes and the term expressed in this Agreement. Grantor and Grantee agree that either party may take such actions as are reasonably necessary to prevent such public dedication, including but not limited to, temporarily restricting access to the Easement Area.

4. Indemnification. Grantor and Grantee agree to defend, indemnify, and hold harmless the other party, from and against all liability, loss, or costs incurred, including without limitation reasonable attorney's fees from third party claims, to the extent such claims are proximately caused by the indemnifying party's negligence or willful misconduct in connection with the use of the Easement Area. Nothing contained herein is intended to waive, modify, limit or otherwise affect any defense or other provision that the parties may assert against third parties, including defenses provided under the Utah Governmental Immunity Act or other applicable law.

5. Default. If there is a failure by any party to perform, fulfill, or observe any covenant or agreement contained in this Agreement, to be performed, fulfilled, or observed, continuing for thirty (30) days after written notice of such default, the nondefaulting party shall have the following remedies: (i) terminate this Agreement and any rights granted hereunder immediately upon giving written notice of such termination to the defaulting party; (ii) recover damages without terminating this Agreement; or (iii) all other remedies now or hereafter provided by law or available in equity for enforcing the provisions of this Agreement, including without limitation the right to injunctive relief and orders for specific performance.

6. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

If to Grantor:

Larry G. Hill
5215 West 4000 South

Hooper, UT 84315

If to Grantee:

UTAH TRANSIT AUTHORITY
Attn: TOD Manager
669 West 200 South
Salt Lake City, Utah 84101

with a copy to:

UTAH TRANSIT AUTHORITY
Office of General Counsel
669 West 200 South
Salt Lake City, UT 84101

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail in the form specified in this section, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. mail.

7. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Agreement may not be amended or modified except in writing executed by both of the parties hereto. This Agreement may be executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

8. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that any action or proceeding to enforce, interpret, terminate, or rescind this Agreement shall be commenced solely in the Judicial District Court for Davis County, State of Utah, and that such courts shall have sole and exclusive personal jurisdiction over the parties to any such action or proceeding. As concerns all matters of notice and performance agreed upon hereunder, it is covenanted by the parties that time is strictly of the essence of this Agreement. The rights and obligations of Grantor hereunder may be assigned in connection with the sale or other transfer of the Developer Parcel; provided that any such assignment shall include the absolute assumption by such assignee of the obligations hereunder; and provided that such assignment shall not expand or increase the burden on the Easement Area. All of the easements, covenants, conditions and declarations contained herein, including the benefits and burdens, shall run with the land and shall benefit and bind the successors and assigns of the parties. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs incurred. This Agreement shall not be deemed to create any rights in, or duties or liabilities to, or any standard of care with reference to, or to grant remedies to persons or entities not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

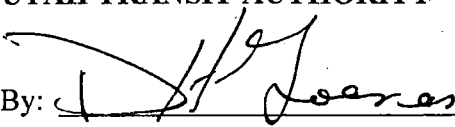
Grantor:

LARRY G. HILL, an individual

By: 
LARRY G. HILL

Grantee:

UTAH TRANSIT AUTHORITY

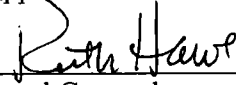
By: 

Its: David H. Goeres, PE
Chief Safety Officer

By: 

Its: Pres of Government Resources

Approved as to Form


Legal Counsel

STATE OF UTAH

COUNTY OF Salt Lake

On the 12th of September 2014 personally appeared before me, ~~Michael A. Allegra~~, the President/CEO for Utah Transit Authority, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

DAVID H. GOERES

[Signature]

Notary Public Teri Black

My commission Expires: 2/10/2016



STATE OF UTAH

COUNTY OF Salt Lake

On the 20th of August, 2014 personally appeared before me, Bruce T. Jones, the President of Government Resources for Utah Transit Authority, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public Michelle V. Larsen

My commission Expires: 08-03-2018



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this ____ day of _____, 2013 by Michael A. Allegra, the General Manager of UTAH TRANSIT AUTHORITY, a public transit district.

Notary Public

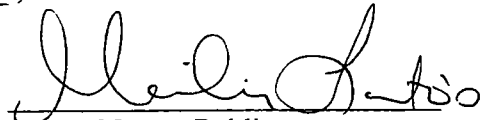
STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this ____ day of _____, 2013 by Bruce T. Jones, the President of Government Resources of UTAH TRANSIT AUTHORITY, a public transit district.

Notary Public

STATE OF UTAH)
 : SS
COUNTY OF Davis)

The foregoing instrument was acknowledged to me this 16 day of June, ~~2013~~ 2014 by Larry G. Hill, an individual.



Notary Public

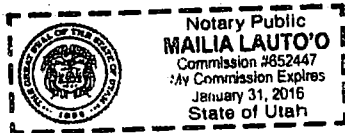


EXHIBIT A

DESCRIPTION OF GRANTEE PARCEL

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Northwest Corner of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline; thence S 89°27'20" E (basis of bearing) 757.49 feet along the North Line of Northwest Quarter of Section 28; thence South 249.19 feet to the POINT OF BEGINNING on the west right-of-way line of Main Street (Highway 126) as shown on Utah Department of Transportation Plans S-15-8(211)332 said point also being the Northwest Corner of Lot 1 Kays Crossing Subdivision and running thence along the boundary of said Kays Crossing Subdivision boundary the next five courses:

- 1) thence S64°36'47"W 211.08 feet;
- 2) thence N89°24'52"W 67.81 feet;
- 3) thence S00°28'13"W 99.29 feet;
- 4) thence S82°56'29"W 141.47 feet to the east right of way line of the Oregon Short Line Railroad;

thence along said railroad right of way N49°34'16"W 39.55 feet (N49°27'48"W 40.39 feet, By Record);
thence N00°06'17"W 96.99 feet (N00°00'13"E 96.37 feet, By Record) to the south corner of the tract of land conveyed to Layton City Corporation in that certain quit-claim deed, recorded June 20, 1989, as Entry 861669, Book 1299, Page 198;
thence N05°38'20"E 131.70 feet (N05°44'50" E, By Record);
thence S89°27'20"E 295.46 feet (S89°20'50"E, By Record);
thence N77°31'55"E 92.81 feet (N77°38'25" E 92.54 feet, By Record) to the west right of way line of said Main Street (Highway 126) as shown on Utah Department of Transportation Plans S-15-8(211)332;
thence along said right of way line S25°40'39"E 71.52 feet to the point of beginning, containing 1.55 acres, more or less

TOGETHER WITH

ALL OF LOT 3, KAYS CROSSING SUBDIVISION, AS SHOWN IN THAT CERTAIN PLAT ON RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT B

DESCRIPTION OF GRANTOR PARCEL

**ALL OF LOT 4, KAYS CROSSING SUBDIVISION, AS SHOWN IN THAT CERTAIN PLAT OR
RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH**

EXHIBIT C

A ingress and egress easement located in Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Northwest Corner of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline; thence S 89°27'20" E (basis of bearing) 695.00 feet along the north line of Northwest Quarter of Section 28; thence South 709.16 feet to the Southeast Corner of Lot 4 Kays Crossing Subdivision and the POINT OF BEGINNING and running

thence S42°01'06"W 12.00 feet along the south boundary line of said Lot 4;

thence N47°56'31"W 111.34 feet;

thence northwesterly, a distance of 59.73 feet along a non tangent curve to the right of which the radius point lies N39°59'28"E a radius of 112.86 feet, and having a central angle of 30°19'31" and a chord that bears N34°50'47"W 59.04 feet to a point of the east boundary line of said Lot 4; thence along the east boundary of said Lot 4 the next two courses:

1) thence S45°17'57"E 31.91 feet;

2) thence S47°58'54"E 136.96 feet to the point of beginning.

pt 11-712-0004