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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 AUG 25 4:40 PM FEE 19.00 DEP JB
REC'D FOR SECURITY TITLE COMPANY

When Recorded, Mail to:

2-2-11-N

SECURITY TITLE CO.

Order No. 100475

AGREEMENT TO GRANT EASEMENT

THIS AGREEMENT is made and entered into this ___ day of August, 1994, by and between Robert J. Harris and Odessa E. Harris, Trustees of The Robert J. Harris Family Trust ("Seller") and The Salt Lake Investment Company ("Buyer") with reference to the following.

Recitals of Fact:

A. At or about the date of this Agreement, Buyer has purchased, for development purposes, certain real property (hereinafter "Buyer's Property") situated in the City of Layton, Davis County, State of Utah. Buyer's Property is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein. A portion of Buyer's Property was purchased by Buyer from Seller.

B. Seller owns additional real property ("Seller's Property") south of and immediately adjacent to Buyer's Property. Seller's Property is more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein.

C. Buyer and Seller anticipate that in order to allow development of Buyer's Property, Layton City will require an easement across Seller's Property for storm drain purposes. Seller is willing to agree to grant such an easement, pursuant to the terms and conditions of this Agreement.

Terms and Conditions:

NOW, THEREFORE, for the sum of Ten Dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Easement. Seller hereby agrees to grant to Layton City or to such other party as Buyer may direct, an easement to construct, establish, keep, maintain, repair, replace and use a storm drain over and across Seller's Property, serving Buyer's Property. Said storm drain may be used to serve any future development which may occur on Buyer's Property. The storm drain will be of such size and dimensions as may be required by appropriate governmental authority, will be in the form of an open ditch leading from Buyer's Property across Seller's Property to 2000 North Street, and will be located as

required by Layton City or other appropriate governmental authority.

2. Access Rights. Seller will also grant to Layton City or to Buyer's designee the right of ingress to and egress from said easement for the purpose of constructing the same and for the purpose of exercising the rights herein granted; provided, however, that such rights shall be reasonably exercised and Buyer shall restore the real property entered upon to its condition existing prior to the time Buyer exercised such rights.

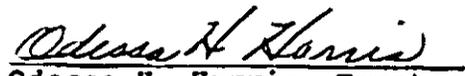
3. Obligation to Maintain. Seller shall have no obligation to maintain or repair the easement agreed to herein.

4. Manner of Granting Easement. At such time as Layton City designates the exact location of the required easement, Buyer will prepare an Easement Deed in form satisfactory to Layton City, more particularly describing the easement. Seller agrees to execute and deliver said Easement Deed, but Buyer alone shall be responsible for all expense of preparing and recording said deed.

5. Term of Agreement. This Agreement will remain in effect for a period of ten (10) years from the date hereof. If Buyer has not submitted an Easement Deed to Seller for signature prior to the expiration of ten (10) years from the date hereof, this Agreement will terminate and be of no further force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first stated hereinabove.


Robert J. Harris, Trustee

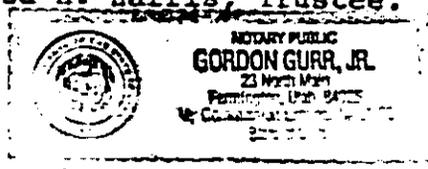

Odessa H. Harris, Trustee

The Salt Lake Investment Company

By: 
Howard Kent, President

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 23rd day of August, 1994, by Robert J. Harris, Trustee and by Odessa E. Harris, Trustee.



[Signature]
Notary Public

My commission expires:
October 31, 1996

Residing at:
Farmington, Utah

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 22nd day of August, 1994, by Howard Kent, the president of The Salt Lake Investment Company.



[Signature]
Notary Public

My commission expires:
October 31, 1996

Residing at:
Farmington, Utah

EXHIBIT "A"

Beginning at a point 898.92 feet North 0°08'00" East along the Quarter Section line and 174.39 feet South 89°52'30" West from the Southeast corner of the Southwest Quarter of Section 8, Township 4 North, Range 1 West, Salt Lake Meridian, and running thence South 89°52'30" West 1160.13 feet to the East line of Dawn Development Plat "B"; thence North 0°06'29" West 421.25 feet along said line; thence North 0°06'29" West 1.52 feet along said line to the South line of the Northwest Quarter of the Southwest Quarter of said Section 8; thence North 89°55'04" East 3.03 feet to the Southeast Corner of the Noel Robins Property; thence North 0°09'15" East 519.46 feet along said line to the Southerly line of the Davis and Weber Counties Canal; thence fourteen (14) courses along said Canal as follows: South 63°19'52" East 195.35 feet; South 65°31'52" East 115.82 feet; South 67°06'46" East 236.26 feet; South 68°40'53" East 114.68 feet; South 67°09'24" East 285.32 feet; South 67°58'22" East 115.86 feet; South 70°44'19" East 210.46 feet; South 72°11'05" East 83.45 feet; South 72°11'05" East 133.13 feet; South 71°25'04" East 228.53 feet; South 74°12'30" East 73.58 feet; South 79°42'43" East 63.28 feet; South 82°39'29" East 121.29 feet and South 80°56'46" East 92.91 feet; thence South 0°08'00" West 244.58 feet to the Northeast corner of Falcon Wood Phase No. 2, a subdivision in Layton City, Davis County, Utah; thence South 89°52'30" West 784.36 feet along the North line of said Falcon Wood Phase No. 2 and Falcon Wood to the point of beginning.

09-036-0010; 09-036-0011; Pt. 09-036-~~0012~~

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EXHIBIT "B"

Beginning at a point 368.0 feet North and 20 feet West from the Southwest corner of the East Half of the Southwest Quarter of Section 8, Township 4 North, Range 1 West, Salt Lake Meridian, and running thence North 532.79 feet; thence East 1187.616 feet, more or less; thence South 13.12 chains; thence West 60.5 feet; thence North 130 feet; thence West 120 feet; thence South 130 feet; thence West 743.116 feet, more or less; thence North 2 chains; thence West 4 feet; thence North 203 feet; thence West 220 feet to the point of beginning.

09-036-0015 and 09-036-0018