

RETURNED

SEP 19 1994

94-245

AGREEMENT AND EASEMENT

E 1142998 B 1803 P 424
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 SEP 19 4:44 PM FEE .00 DEP SMH
REC'D FOR DAVIS COUNTY-R WILCOX

E
X
P
O
S
U
R
E

B
O
A
R
D

THIS AGREEMENT is made by and between MERLIN and LINDA NORTON, (hereinafter the NORTONS) and DAVIS COUNTY, a body politic of the State of Utah, on the 19th day of September, 1994.

Whereas the NORTONS are the legal owners of certain real property described as follows:

All of Lots 1 and 2 of NORTH SALT LAKE INDUSTRIAL PARK, Plat A.

pt 01-083-0001 + 0002

Said real property is located in the City of North Salt Lake, Davis County, State of Utah, (hereafter the "property"); and,

Whereas DAVIS COUNTY desires to obtain an easement and right of way across the above referenced property;

NOW THEREFORE in consideration of the terms and conditions set forth below the parties hereby covenant and agree as follows:

1. **EASEMENT** The NORTONS, hereinafter referred to as "Grantors", in return for the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby grant to DAVIS COUNTY, hereinafter "Grantee", its successors and assigns, a perpetual right-of-way and easement for the purpose of ingress and egress to the Hooper Canyon Drainage and North Canyon Channel so that Grantee may have access to Hooper Canyon Drainage and North Canyon Channel for the purposes of maintenance and repair of Hooper Canyon Drainage and North Canyon Channel. The right-of-way for ingress and egress shall be over and across the following described real property:

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

Beginning at a point on the South line of a 60 foot wide drainage easement and on the West line of 700 West street which is south 30.0 feet from the Northeast corner of Lot 2, North Salt Lake Industrial Park--Plat A, a subdivision located in the Southwest 1/4 and Northwest 1/4, Section 2, Southeast 1/4, Section 3, Township 1, North, Range 1 West; Southwest 1/4 Section 35, Township 2 North, Range 1 West; Salt Lake Base and Meridian; and running thence West 596.03 feet along the south line of said 60 foot wide drainage easement, thence along the Easterly line of said 60 foot wide drainage easement and along the arc of a 5,835.68 foot radius curve to the right of an arc distance of 475.93 feet (long chord bears South 19°51'07" West 475.79 feet) to the P.T. of said curve, thence South 22°12'18" West 276.24 feet along the Easterly line of said 60 foot wide drainage easement to the North line of Cudahay Lane, thence North 89°36'51" East 13.00 feet along the North line of Cudahay Lane, thence North 22°12'18" East 271.25 feet to the P.C. of a 5,847.68 foot radius curve to the left, thence along the arc of said curve an arc distance of 468.09 feet (Long chord bears North 19°54'43" East 467.98 feet), thence East 587.24 feet to the West line of 700 West street, thence North 12.00 feet along the West line of said street to the point of beginning. Grantor shall not construct any building or permanent structure within the right of way and shall not plant any vegetation which shall interfere with the use of the right-of-way as an access way to the Hooper Canyon Drainage and North Canyon Channel.

1.a. Grantors covenant and agree that in the event they construct a fence on the north and west sides of their lot, they will provide and maintain, at their sole cost and expense, a gate, not less than 12 feet in width, at the west and east ends of the fence for ingress and egress by Grantee.

1.b. Grantee covenants and agrees that should it damage or disrupt any appropriate vegetation planted in the right-of-way at any time that Grantee uses or utilizes the right-of-way, Grantee agrees to restore the property to the same condition it was in prior to the use by Grantee of the right-of-way.

-RECORDER'S MEMO-
 LEGIBILITY OF TYPING OR PRINTING
 UNSATISFACTORY IN THE DOCUMENT
 WHEN RECEIVED

E
X
P
O
S
U
R
E

B
O
A
R
D

2. WAIVER OF SITE DRAINAGE FEE AND RETENTION AREA: In consideration for the grant of the above described easement and right of way, and other good and valuable consideration, DAVIS COUNTY does hereby waive payment and/or the assessment of any Davis County Site drainage fee, and further covenants and agrees that so long as the NORTONS, or any one of them, hold title to the above referenced real property that no such fee will be imposed or assessed to the NORTONS by Davis County. DAVIS COUNTY also waives any County requirements for a retention area and agrees that all water may drain directly into the canal.

3. GRANT OF RIGHT OF ACCESS: The NORTONS further grant a twelve foot (12') access directly along the edge of the existing canal to DAVIS COUNTY, provided that the NORTONS will be permitted to plant freeway grass on the access to Redwood Road, in lieu of any specified ground cover. Such grass will be planted and maintained at the sole cost and expense of the NORTONS.

If there are maintenance costs to the canal area and access area and any other easement used under this Agreement costs in connection therewith will be borne by DAVIS COUNTY.

4. FURTHER WAIVER OF FEES: For so long as this Agreement is in full force and effect, all fees normally assessed or imposed in connection with the property by DAVIS COUNTY will be waived. This waiver shall not be construed to include a waiver of property taxes of any sort or kind.

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

E
X
P
O
S
U
R
E

B
O
A
R
D

5. ATTORNEY'S FEES: In the event of breach or default of any obligations under this Agreement, the defaulting party shall pay all expenses of enforcing the same or any right arising out of breach or default thereof, including but not limited to reasonable attorneys' fees, whether incurred with or without suit and both before and after judgment.

WITNESS the hand of said Grantors this 19th day of September, 1994.

DAVIS COUNTY BOARD OF COUNTY COMMISSIONERS:

Paula Stevenson
CHAIRMAN

ATTEST:

Margaret Sam
County Clerk

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

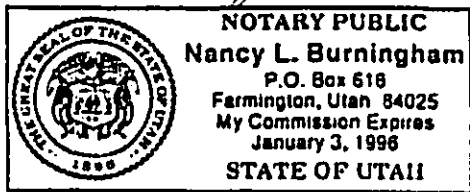
STATE OF UTAH)
) :ss.
COUNTY OF Davis)

On this 19th day of September, 1994, personally appeared before me, a notary public, Paula Stevenson, the Chairman of the Davis County Board of County Commissioners, and Margaret Sam, Davis County Clerk, who after being first duly sworn, did depose and say that they executed the foregoing on behalf of the Davis County Board of Commissioners and the Davis County Clerk and with the authority of Davis County.

DATED this 19th day of September, 1994.

Nancy L. Burningham
Notary Public
Residing in: Samminton, Utah

My Commission Expires:
1-3-96



Merlin Norton
MERLIN NORTON

Linda Norton
LINDA NORTON

STATE OF UTAH)
COUNTY OF S.L) ss.

On this 13 day of Sept., 1994, personally appeared before me, a notary public, Merlin Norton and Linda Norton, who after being first duly sworn, did depose and say that they executed the foregoing on their own behalf and of their own free will and act.

DATED this 13 day of Sept., 1994.

Nicholas M. Dokos
Notary Public
Residing in: _____

My Commission Expires:

NORTON2.EEA

