

SW/4-24-37-1W
pt 08-076-0047,0053

2001 213

EASEMENT AND AGREEMENT

This Easement and Agreement made and entered into this 16th day of May, 2001, by and between FARMINGTON CITY, a municipal corporation of the State of Utah, hereinafter referred to as "City," and DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, County presently owns several acres of real property on which is constructed the Davis County Justice Center which property borders Farmington Creek; and

WHEREAS, County has constructed a walking and equestrian trail on its property along and adjacent to Farmington Creek; and

WHEREAS, City desires to utilize County's property and the walking and equestrian trail located thereon for public recreational purposes, including a walking, jogging, and equestrian trail as a part of the City's overall trail system; and

WHEREAS, County is willing to grant to City an easement over and across the property described herein upon the following terms and conditions

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. County hereby grants to City a perpetual easement and right-of-way over

and across the following described real property for public recreational purposes, including a walking, jogging, and equestrian trail:

E 1682594 B 2867 P 572

A 20.0 foot wide easement extending 10.0 feet on each side of the following described centerline: (except where the trail passes side of the Mountain Fuel property where the easement would extend only to the easterly line of Mountain Fuel property).

Beginning at a point which is S 0°07'49" E 350.25 feet along the section line and east 2034.46 feet from the west quarter corner of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian; running thence S 12°04'30" W 24.88 feet, thence S 12°26'19" W 63.33 feet, thence S 18°30'06" W 21.21 feet, thence S 26°39' W 36.42 feet, thence S 35°24'18" W 22.98 feet, thence S 41°22'33" W 30.56 feet, thence S 42°03'56" W 10.65 feet, thence S 45°16'56" W 37.04 feet, thence S 40°59'49" W 18.60 feet, thence S 51°30'22" W 8.79 feet, thence S 60°10'48" W 49.25 feet, thence S 45°04'33" W 29.43 feet, thence S 37°43'22" W 111.41 feet, thence S 36°14'42" W 28.50 feet, thence S 41°38'21" W 188.95 feet, thence S 39°04'45" W 32.94 feet, thence S 35°06'46" W 43.98 feet, thence S 45°35'50" W 131.18 feet, thence S 35°57'27" W 49.13 feet, thence S 35°09'14" W 68.99 feet, thence S 39°45'04" W 80.68 feet, thence S 42°56'05" W 59.18 feet, thence S 40°39'22" W 64.44 feet, thence S 31°11'17" W 146.79 feet, thence S 37°20'10" W 43.14 feet, thence S 43°06'19" W 57.68 feet, thence S 48°11'19" W 140.18 feet, thence S 37°14'54" W 27.47 feet, thence S 30°33'31" W 27.14 feet, thence S 17°14'23" W 39.58 feet, thence S 39°47'24" W 119.10 feet, thence S 27°22'36" W 94.74 feet, thence S 31°51'39" W 39.00 feet, thence S 40°08'14" W 36.00 feet, thence S 43°17'39" W 39.79 feet, thence S 34°03'47" W 73.44 feet to the easterly right-of-way line of the D&RG Railroad.

2. County shall have the right to use the above-described property for any purposes which do not interfere with the right-of-way and easement granted to City herein. City

agrees that its use of the right-of-way shall not interfere with nor compromise Farmington Creek as a flood control facility.

E 1682594 B 2867 P 573

3. By accepting this easement and right-of-way, City agrees to be responsible for the repair, maintenance, and upkeep of the walking, jogging, and equestrian trail that has been constructed within the easement.

4. The City may adopt and enforce rules and regulations governing the use of the trail facilities and the hours of use

5. The City expressly agrees to indemnify, defend, and hold the County, their respective officers, employees, representatives, and agents free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of the use of the subject property by City for recreational purposes including but not limited to a walking, jogging, and equestrian trail. Likewise, County hereby agrees to indemnify, defend, and hold the City, its officers, employees, representatives, and agents free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out any negligence or breach of the County and its officers, employees, and agents and representatives in connection with the County's use of the above-described property. Nothing contained herein shall constitute or be construed a waiver of either party's governmental immunity or any legal defenses available pursuant thereto

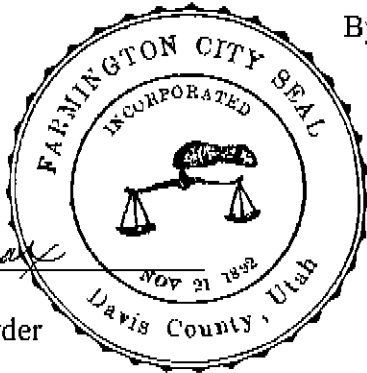
6. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors in interest and assigns.

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

FARMINGTON CITY

By Gregory S. Bell
Gregory S. Bell, Mayor



ATTEST

Margy Lomax
Margy Lomax
Farmington City Recorder

STATE OF UTAH)
)§
COUNTY OF DAVIS)

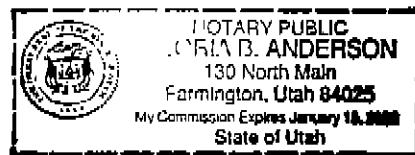
On the 18th day of July, 2001, personally appeared before me Gregory S. Bell and Margy Lomax, who being by me duly sworn did say, each for himself and herself, that he, the said Gregory S. Bell, is the Mayor of Farmington City, and she, the said Margy Lomax, is the City Recorder of Farmington City, and that the within and foregoing instrument was signed on behalf of the said Farmington City by authority of the City Council of Farmington City and the said Gregory S. Bell and Margy Lomax each duly acknowledged to me that the said Farmington City executed the same and that the seal affixed is the seal of the said Farmington City.

NOTARY PUBLIC

Gloria B. Anderson

Approved as to Form:

[Signature]
Office of Farmington City Attorney



DAVIS COUNTY

By Dannie R. McConkie
Dannie R. McConkie, Chairman
Board of County Commissioners

ATTEST:

E 1682594 B 2867 P 575

Steve S. Rawlings
Steve S. Rawlings
Davis County Clerk/Auditor

STATE OF UTAH)
)§
COUNTY OF DAVIS)

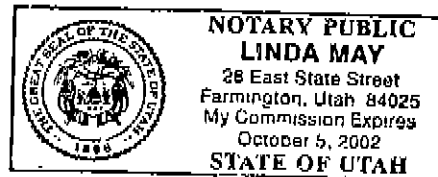
The foregoing instrument was acknowledged before me this 26th day of July, 2001, by Dannie R. McConkie and Steve S. Rawlings who duly represented to me that they are the Chairman of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to a resolution of the Board of County Commissioners

NOTARY PUBLIC

Linda May

Approved as to Form:

[Signature]
Office of Davis County Attorney



ease.far 06/19/01 e-mail:ease.wpd

