

E 3356403 B 7712 P 29-33  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/09/2021 08:54 AM  
FEE \$0.00 Pgs: 5  
DEP RT REC'D FOR CITY OF NORTH SAL  
T LAKE

When recorded, return to:

City of North Salt Lake  
10 East Center Street  
North Salt Lake, UT 84054

RETURNED  
MAR 09 2021

06-082-0120  
06-082-0059

2021-07R

**SIDEWALK RIGHT OF WAY and AGREEMENT**

THIS SIDEWALK RIGHT OF WAY AGREEMENT ("Agreement") is made effective as of Feb. 25, 2021, by and between Armor Investments L.C. ("Grantor") and The City of North Salt Lake, a Utah Municipal Corporation ("City"), collectively, the "Parties" and individually, a "Party".

**RECITALS**

A. Grantor owns that certain real property located in Davis County, Utah located at approximately 1100 North Redwood Road (the "Property").

B. The City desires to obtain for the benefit of its residents an right of way over a portion of the Property to build and maintain a public sidewalk, over and across the property of Grantor in the location set out in Exhibit A attached hereto ("Right of Way").

C. Subject to the limitations and conditions set forth herein, Grantor is willing to grant to the City the Right of Way, subject to the terms and conditions described in this Agreement.

**AGREEMENT**

1. Agreement to Grant of Right of way. For the consideration recited herein the Grantor hereby grants to the City an right of way for the construction and maintenance of a public sidewalk within the right of way area as described in Exhibit A hereto.

2. Use of Right of way Area by the City and the Public. Subject only to the terms and conditions of this agreement the rights of the Grantor in this right of way area shall include the right for the City to take all steps necessary (both above ground and below ground) within the right of way area to construct the sidewalk to the sole specifications and design of the City; and the right of members of the public to use the right of way area as a public right of way subject only to the limitations on the public's use as may be contained in the codes and ordinances of the City of North Salt Lake regarding the public's use of public sidewalks and public ways.

3. Consideration. In consideration for Grantor granting to the City the Right of Way Right of way, the City agrees to the following:

A. The City shall pay to the Grantor the sum of \$26,000.00.

B. The Grantor does hereby agree that for so long as the Property remains undeveloped in its current usage the Grantor shall have no obligation for snow removal from the sidewalk or other maintenance of the sidewalk. Construction of a driveway or driveway

approach shall not constitute "development" or "redevelopment" of the property. All driveway trail crossings shall be constructed to adopted city specifications.

C. The Grantor shall continue to have the same access to the Property across the Right of Way to Redwood Road at the driveway existing at the date of this Agreement, subject only to any temporary cessation of access that may be necessary during construction of the sidewalk improvements.

D. The City shall be responsible to maintain in place, or replace after construction if necessary, the existing mail box, and water meter facilities at the Property.

E. The City shall be responsible to remove and reinstall any fencing existing on the Property which needs to be moved for the sidewalk installation to the standard of the existing fencing.

4. Term. The term of this Agreement and the covenants, rights and conditions set forth herein are perpetual.

5. Effect on Future Development of the Property. Nothing in this Agreement shall be construed to modify or relieve an existing or future owner of the Property from the rules regulations and requirements of any land development or zoning regulation that may be in effect at the time any application for a building or land development permit is filed with the City for the Property.

6. Attorneys' Fees. In the event of any action to enforce the provisions of this instrument, the prevailing Party shall be entitled to receive reimbursement from the other Party, as determined by the court, for its reasonable costs and attorneys' fees in an amount determined by the court and not by a jury.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to the conflict of laws rules applicable in the State of Utah.

8. Time of the Essence. Time is of the essence of this Agreement.

9. Entire Agreement. This Agreement which includes the following Exhibits:

Exhibit A          Description of the Right of way Property

constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

[signature blocks on next page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

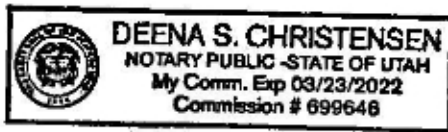
GRANTOR:

Kathy Calhoun  
Armor Investments L.C.  
By Its: Manager

ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF DAVIS        )

On the 18 day of FEBRUARY, 2021, personally appeared before me KATHY CALHOUN the MANAGER of Armor Investments L.C. the signer of the within instrument, who duly acknowledged to me that they executed the same on behalf of Armor Investments. L.C..



NOTARY PUBLIC [Signature]  
Residing at: 10 E CENTER ST.  
NSL, UT 84054

CITY:

City of North Salt Lake,  
a Municipal corporation

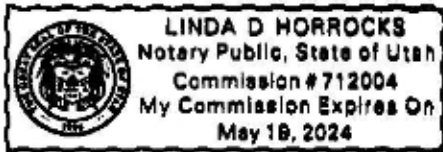


By: *Len Arave*  
Name: Len Arave  
Its: Mayor

ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF DAVIS        )

On the 25<sup>th</sup> day of February, 2021, personally appeared before me Len Arave, the Mayor of the City of North Salt Lake, the signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of the City of North Salt Lake.



NOTARY PUBLIC *Linda D Horrocks*  
Residing at: 10 E. Center St.  
North Salt Lake, UT 84054  
Davis Co., UT

## Exhibit A

### Armor Investments 06-082-0059

Beginning at the northeast corner of that certain property conveyed to Armor Investment, recorded May 5, 2005 as Entry No. 2070772 in the official records of the Davis County Recorder, said point also being on the west right-of-way line of Redwood Road, said point lies South 01°33'01" East along the section line 461.82 feet and West 37.91 feet from the East Quarter Corner of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian (Basis of bearing for this description being South 01°33'01" East between the East Quarter Corner and the Southeast Corner of Section 34, Township 2 North, Range 1 West, SLB&M), and running thence South 00°26'30" East along the east line of said parcel and said right-of-way line 125.00 feet to the south line of said parcel; thence West along said line 4.32 feet; thence North 00°38'56" West 125.01 feet to the north line of said parcel; thence East along said line 4.77 feet to the point of beginning.

**Containing 568 square feet or 0.013 acres.**

### Armor Investments 06-082-0120

Beginning at the northeast corner of that certain property conveyed to Armor Investment, recorded April 1, 2005 as Entry No. 2063149 in the official records of the Davis County Recorder, said point also being the southeast corner of Cannonwood Industrial Park, Plat G subdivision, recorded May 4, 2005 as Entry No. 2070956 in said official records, said point also being on the westerly right-of-way line of Redwood Road, said point lies South 01°33'01" East along the section line 335.87 and West 35.50 feet from the East Quarter Corner of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian (Basis of bearing for this description being South 01°33'01" East between the East Quarter Corner and the Southeast Corner of Section 34, Township 2 North, Range 1 West, SLB&M), and running thence South 00°26'30" East along the east line of said parcel and said west right-of-way line 125.91 feet to the north line of that certain parcel recorded May 5, 2005 as Entry No. 2070772 in said official records; thence West along said line 4.77 feet; thence North 00°38'56" West 110.11 feet; thence North 45°38'56" West 22.63 feet to the north line of said parcel and the south line of said subdivision; thence South 89°56'36" East along said lines 21.23 feet to the point of beginning.

**Containing 756 square feet or 0.017 acres**

### TOGETHER WITH

Beginning at the southeast corner of that certain property conveyed to Armor Investment, recorded April 1, 2005 as Entry No. 2063149 in the official records of the Davis County Recorder, said point also being the northeast corner of Foxboro North Plat 1 recorded December 4, 2006 as Entry No. 2224271, in said official records and on the north right-of-way line of 1100 North Street as defined by said plat, said point also being on the west right-of-way line of Redwood Road, said point lies South 01°33'01" East along the section line 772.62 feet and West 43.96 feet from the East Quarter Corner of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian (Basis of bearing for this description being South 01°33'01" East between the East Quarter Corner and the Southeast Corner of Section 34, Township 2 North, Range 1 West, SLB&M), and running thence South 89°49'56" West along the south line of said parcel and said north right-of-way line of 1100 North Street 3.65 feet; thence North 00°38'56" West 185.71 feet to the south line of that certain parcel recorded May 5, 2005 as Entry No. 2070772 in said official records; thence East along said line 4.32 feet to said westerly right-of-way line of Redwood Road; thence South 00°26'30" East along said right-of-way line 185.69 feet to the point of beginning.

**Containing 740 square feet or 0.017 acres.**

**Combined areas encompass 2,064 square feet or 0.047 acres.**