

EX 155 1978 BK 174 P 120
DONG CROFTS, WEBER COUNTY RECORDER
11-JUN-98 3:17 PM FEE \$26.00 DEP NB
REC FOR: FOUNDERS.TITLE

R/0

AGREEMENT AND EASEMENT

This agreement is made this 21 day of August, 1995, between Nancy C. Tullis et al., herein referred to as Tullis, and R. Scott Priest, herein referred to as Priest.

Tullis has sold to Priest the property described in Exhibit "A", attached. Tullis owns the property described in Exhibit "B". The parties desire to create, A) a reciprocal easement and parking agreement for the use and benefit of each piece of property, B) an easement wherein the Priest property will receive runoff and storm water from the Tullis property, and C) an easement wherein Tullis agrees to not build on the Tullis property in such a way as to obstruct the view to the Priest property.

Now therefore in consideration of the mutual agreements created by this agreement and other good and valuable consideration, the Parties agree as follows:

A

Reciprocal Easement and Parking Agreement

1. Each of the parties and the agents, assigns, employees, tenants, customers and invitees of the parties shall have the right to cross over for purposes of ingress and egress and to gain access to and from their respective properties. The parties and the agents, assigns, employees, tenants, customers and invitees of the parties of the Tullis property, Exhibit "B" will also have the right to use the parking areas of properties identified on the Priest Property, Exhibit "A".

2. This grant of easement shall be modified by any provisions contained in the Tullis lease with Plitt, Inc. relating to parking if this grant of easement conflicts in any way with the lease with Plitt, Inc.

B

Storm Water Easement

Priest, owner of property described in Exhibit "A", agrees to grants an easement and agrees to accept as runoff onto the Priest Property the storm water runoff coming from the Tullis property, Exhibit "B". The parties acknowledge there exists a holding pond on the Priest Property which is used to catch and hold storm runoff water from the Tullis property. Priest or his assigns and successors agree to acknowledge the presence of the holding pond on the eastern portion of the property described in Exhibit "A" for the purposes of containing storm water runoff of adjacent theater parking lot. Priest or his assigns and successors agree not to alter the holding pond or interfere with the storm water runoff.

COURTESY RECORDING
This document is being recorded solely as a courtesy and an accommodation to the parties named therein.
Founders Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

8
1904

C
Sight Easement

Tullis, owner of property described in Exhibit "B", hereby grants to Priest an easement wherein Tullis agrees not to construct buildings west from the designated line (as described below) to the west boundary of the dedicated city road providing access to the properties (Exhibit "A" and "B"). The eastern easement line is described as follows:

The line shall be a straight line extending from the south to the north as shown on exhibit "C" attached. The southern most point of the line originates at a point approximately 210 feet west from the point where the Tullis and Priest properties meet at the eastern most boundaries. This originating point is marked by a existing light pole. The line proceeds to the northwest passing approximately 62 feet in front of the westerly most portion of the Cinedome Theaters and continues northwesterly to a point 50 feet to the east of a power pole shown on Exhibit "C".

Tullis agrees not to construct any buildings to the west of the line to the west boundary of road described above without the written consent of Priest or his assigns and successors, which consent shall not be unreasonably withheld.

D
Easement for Utility

Tullis, owner of property described in Exhibit "D", agrees to grant to Priest easements for sewer and storm water as anticipated in Exhibit D. The exact location of these easements will be identified by Riverdale City.

MISCELLANEOUS

1. In the event suit or action is instituted to interpret or enforce the terms of this agreement and easement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees.

2. This reciprocal easement and parking agreement shall be perpetuated and shall run with the land and be binding on and shall inure to the benefit of all future owners, their heirs, successors and assigns.

3. This reciprocal easement and parking agreement will be governed and construed in accordance with the laws of the State of Utah.

Nancy C. Tullis
Nancy C. Tullis et. al (Aug. 21, 1995)

[Signature] (Aug 21, 1995)

STATE OF UTAH)
COUNTY OF DAVIS)
:SS

The foregoing instrument was signed and acknowledged before me this 21 day of AUGUST, 1995, by R. SCOTT PRIEST AND NANCY C TULLIS.

NOTARY PUBLIC
JIM C. MORRIS
1133 NORTH MAIN
LAYTON, UT 84041
My Commission Expires Oct. 30, 1995
State of Utah

[Signature]
NOTARY PUBLIC

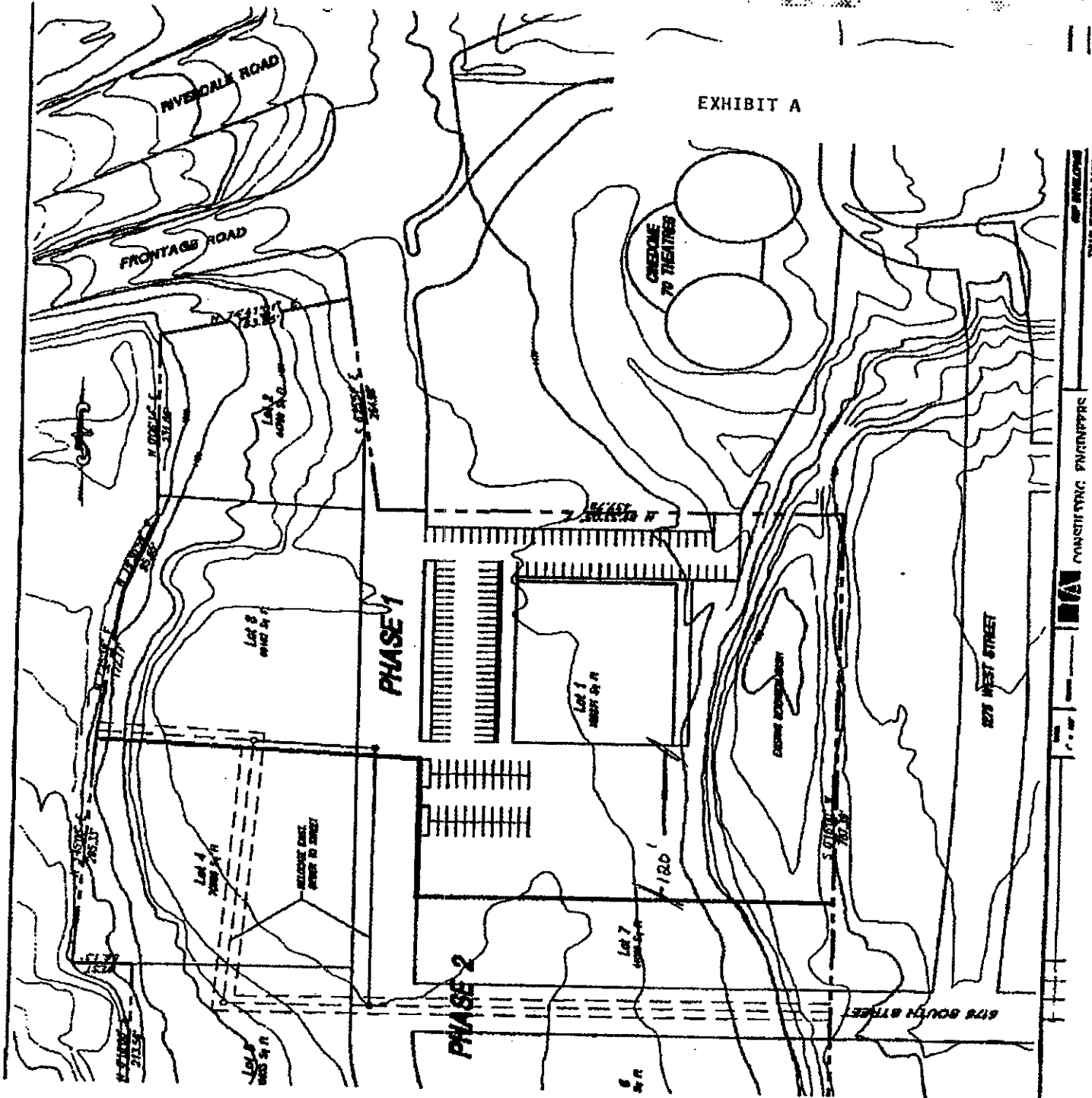
EXHIBIT "A"

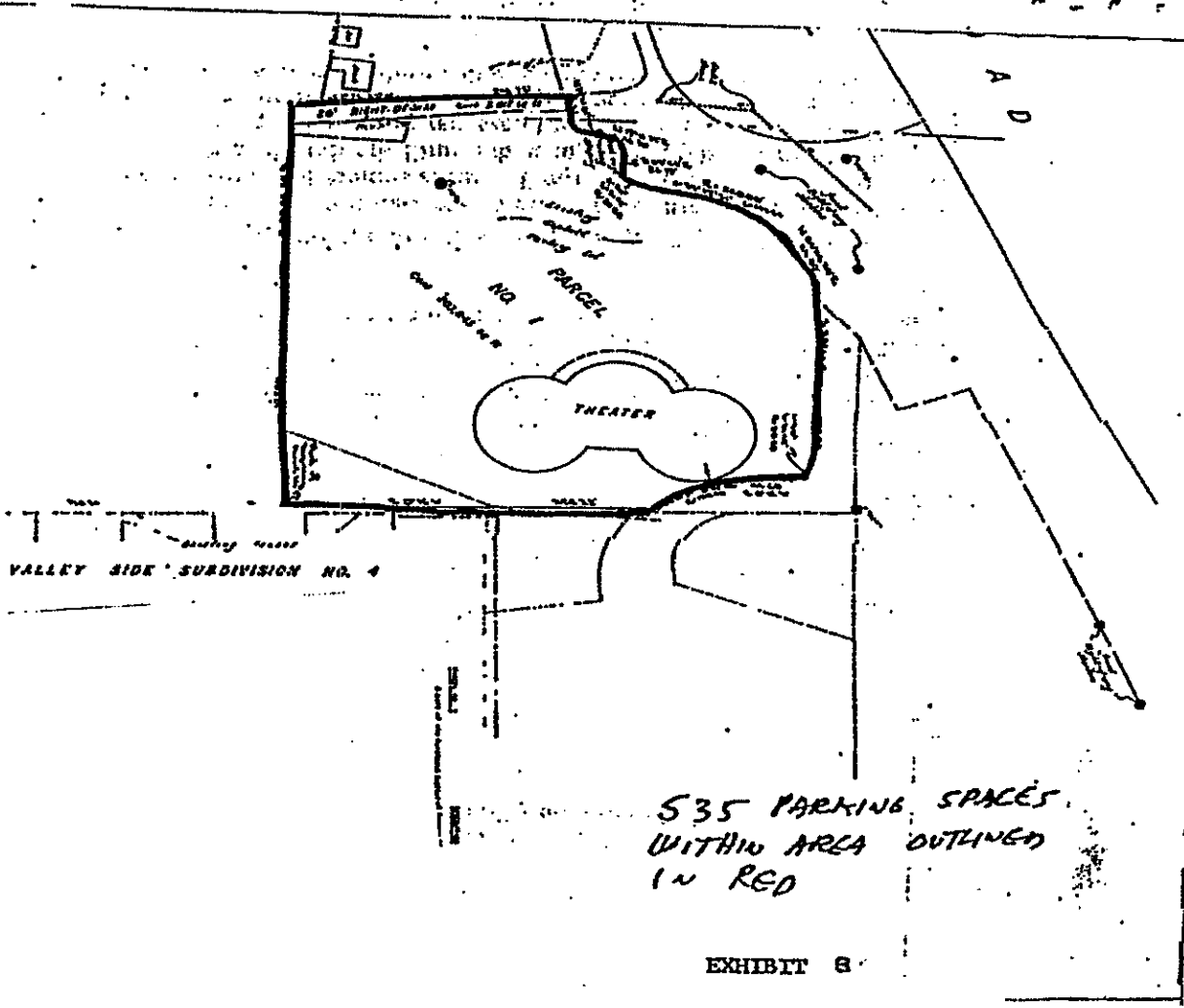
08-098-0068-ABS

08-278-0001 TO 0007 - ABS.

Beginning at a point on the West line of the Valley Side Subdivision No. 3, said point being East 666.00 feet to the Southwest corner of said subdivision and North 00'16'00" East 182.00 feet along the West boundary of the Valley Side Subdivision No. 3 to the North line of 5175 South Street, from the center of Section 13, Township 5 North, Range 2 West, of the Salt Lake Base and Meridian and running thence South 89'46'00" West 401.10 feet; thence North 00'25'09" East 311.09 feet; thence North 89'44'00" West 60.00 feet; thence North 00'25'09" East 444.58 feet; thence Northwesterly 117.60 feet along the arc of a 550.85 foot radius curve to the left (curve bears North 89'34'51" West and long chord bears, North 05'41'48" West 177.37 feet with a central angle of 12'13'53") to the South line of an existing Frontage Road right-of-way; thence South 85'44'00" East 50.11 feet along said South line; thence Northeasterly 11.88 feet along the arc of a 20.00 foot radius curve to the left (center bears North 04'16'00" East and long chord bears, North 77'15'20" East 11.70 feet with a central angle of 34'01'21") said South line; thence Southeasterly 116.72 feet along the arc of a 610.85 foot radius curve to the right (center bears South 79'28'18" West and long chord bears South 05'03'17" East 116.54 feet with a central angle of 10'56'51"); thence South 00'25'09" West 144.22 feet; thence South 89'34'51" East 399.76 feet to the West line of Valley Side Subdivision No. 4; thence South 00'16'00" West 606.73 feet along the West line of Valley Side Subdivision No. 4 to the point of beginning.

At 08-098-0068





VALLEY SIDE SUBDIVISION NO. 4

535 PARKING SPACES
WITHIN AREA OUTLINED
IN RED

EXHIBIT 8

EXHIBIT B

Nbr.	Description
11	PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH,
12	RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY;
13	BEGINNING 666.00 FEET EAST AND NORTH 00D16'00" EAST 788.73
14	FEET AND 399.76 FEET NORTH 89D34'51" WEST FROM THE CENTER OF
15	OF SECTION 13, SAID POINT BEING THE NORTHWEST CORNER OF LOT 1,
16	TULLIS INDUSTRIAL PARK SUBDIVISION, RUNNING THENCE NORTH
17	00D25'09" EAST 144.22 FEET, THENCE NORTHERLY ALONG A 610.85
18	FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 116.71 FEET,
19	THENCE WESTERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT
20	A DISTANCE OF 11.87 FEET, THENCE NORTHEASTERLY ALONG THE ARC
21	OF SAID CURVE 31.42 FEET TO THE POINT OF REVERSE CURVE; THENCE
22	NORTHEASTERLY ALONG THE ARC OF 260 FOOT RADIUS CURVE TO THE
23	RIGHT 149.94 FEET TO SAID STATE RIGHT OF WAY LINE; THENCE
24	NORTH 58D45'30" EAST ALONG SAID RIGHT OF WAY LINE 63.0 FEET,
25	MORE OR LESS, TO THE SOUTH LINE OF PROPOSED ROAD; THENCE SOUTH
26	89D44' EAST 220.2 FEET TO THE POINT OF CURVANCY WITH A 20 FOOT
27	RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC
28	OF SAID CURVE 31.42 FEET; THENCE SOUTH 0D16' WEST 44.6 FEET
29	TO THE POINT OF CURVANCY WITH A 120 FOOT RADIUS CURVE TO THE
30	LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 101.0
31	FEET, MORE OR LESS, TO THE EAST LINE OF GRANTOR'S PROPERTY;
32	THENCE SOUTH TO TULLIS INDUSTRIAL PARK SUBDIVISION; THENCE
33	NORTH 89D34'51" WEST 393.76 FEET, MORE OR LESS, ALONG SAID
34	SUBDIVISION, TO THE POINT OF BEGINNING.

08-098-0041 -ABS-

