



\*W1858532\*

## AGREEMENT TO PROVIDE EASEMENT

This AGREEMENT TO PROVIDE EASEMENT ("Agreement") is made among the following: Anthony J. Seashore (hereafter "Seller"), Douglas B. Adams (hereafter "Purchaser"), Darin C. and Doris Parke (hereafter "Adjacent Property Owners"), and the City of Pleasant View, Weber County, Utah ("City").

### R E C I T A L S

- A. Seller is the owner of a parcel of property, Land Serial Number 19-013-0080 in Weber County, containing 7.117 acres (the "Property"). A legal description of the Property is attached hereto as Exhibit A and by this reference made a part hereof.
- B. Purchaser is buying Lot 1, which is subdivided from the above-described Property from Seller.
- C. Lot 2 of the Property, presently used for agricultural purposes, will not have access to a public road when the current subdivision is completed.
- D. In the future, Seller intends to subdivide Lot 2 of the Property, which will require construction of a road and improvements in order for Lot 2 to have frontage on a public road.
- E. Therefore, all parties to this Agreement agree that at the time the owner of Lot 2 subdivides Lot 2 of the Property, there will need to be a 60-foot road constructed for Lot 2 to have frontage on a public road.
- F. The Adjacent Property Owners agree that the Lot 2 property owner may build a road which will encroach on their property. See plat map attached hereto as Exhibit B and by this reference made a part hereof.

E# 1858532 BK2243 PG1508  
DOUG CROFTS, WEBER COUNTY RECORDER  
01-JUL-2002 1048 AM FEE \$.00 DEP JPM  
REC FOR: PLEASANT.VIEW.CITY

G. The Road will become a 60-foot improved public road, with curb, gutter, drainage, sidewalk, and sewer, and any other improvements required by City ordinance.

H. The City has no obligation to provide any of the improvements to the Road which will front Lot 2, that being the sole responsibility of Seller and the owner of Lot 2.

I. The owner of Lot 2 will dedicate the improved Road to the City in accordance with City ordinances.

NOW, THEREFORE, the parties hereto, intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Compliance with Subdivision Ordinance.** Prior to Lot 2 being further subdivided, the owner of Lot 2 agrees to provide access to Lot 2 on a public street and to comply with all City subdivision ordinances.

3. **Expiration of Property Rights.** If any of the property rights or interests created by this Agreement would otherwise be unlawful or void for violation of a) the Rule Against Perpetuities or some analogous statutory provision, b) the rule restricting restrictions on alienation, or c) any other statutory or common law rules imposing time limits, then the provisions herein creating such property rights or interests shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living Anthony J. Seashore.

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4. **Rights of Mortgagees and Beneficiaries.** The owner of Lot 2 may encumber Lot 2 of the Property, but all such encumbrances shall be subject to the limitations created in this Agreement.

5. **Deed Restriction.** Purchaser acknowledges that he is receiving title to Lot 1 of the Property. Seller, and his heirs, successors and assigns, may not transfer any portion of Lot 2 of the Property without transferring this Agreement in connection with Lot 2 of the Property. This Agreement runs with the land and all parties hereto agree that, as soon as the last party signs this Agreement, this Agreement shall be recorded in the Weber County Recorder's Office as encumbrances against Lot 2 (legal description attached hereto as Exhibit C and by this reference made a part hereof), Lot 1 (legal description attached hereto as Exhibit D and by this reference made a part hereof), and the Adjacent Owners' Property (legal description attached hereto as Exhibit E and by this reference made a part hereof).

6. **Effective Date.** This Agreement shall become effective upon the execution by the last party to sign below.

7. **Successors.** This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

8. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portion(s) eliminated.

9. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

10. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

11. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

12. **Integration.** This Agreement contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the parties and not contained herein shall be of any force or effect.

13. **Authority and Consent.** The parties represent and warrant that each has the right, legal capacity and authority to enter into, and perform, its respective obligations under this Agreement, and that no approvals or consents of any other person, other than the respective party, are necessary.

14. **Attorney's Fees.** In the event any party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including but not limited to a reasonable attorney's fee, incurred by the other party(ies).

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## BOUNDARY DESCRIPTION

A part of the East half of Section 24, Township 7 North, Range 2 West of the Salt Lake Base and Meridian.

Beginning at the Northwest corner of the Southeast quarter of said section; running thence North  $00^{\circ}15'36''$  East 427.14 feet; thence South  $63^{\circ}24'30''$  East 1200.36 feet; thence South  $30^{\circ}46'39''$  West 97.88 feet; thence North  $73^{\circ}02'21''$  West 356.59 feet; thence south  $36^{\circ}24'39''$  West 305.20 feet; thence North  $53^{\circ}37'21''$  West 53.00 feet; thence North  $52^{\circ}42'42''$  West 15.00 feet; thence South  $35^{\circ}39'39''$  West 218.37 feet to the Northerly right-of-way line of Pleasant View Drive; thence North  $64^{\circ}52'10''$  West 100.00 feet along said right-of-way line; thence North  $42^{\circ}44'25''$  East 148.74 feet; thence North  $49^{\circ}30'29''$  West 151.00 feet; thence North  $37^{\circ}04'08''$  East 183.57 feet; thence North  $55^{\circ}35'46''$  West 130.50 feet; thence North  $89^{\circ}16'06''$  West 219.66 feet to the point of beginning. Containing 8.117 acres and 2 lots.

19-170-0001 4 0002

E# 1858532 BK2243 PG1512



**Legal description of Lot 1**

**Lot 1 Hillcrest Estates Subdivision, Pleasant View City, Weber County, Utah.**

**E# 1858532 BK2243 PG1514**

**EXHIBIT D**

**Legal description of Lot 2**

**Lot 2 Hillcrest Estates Subdivision, Pleasant View City, Weber County, Utah.**

**E# 1858532 BK2243 P61515**

**EXHIBIT C**

PatKes

EXHIBIT "E"

of 1508 WEST PLEASANT VIEW DRIVE, PLEASANT VIEW, UTAH 84414  
for the sum of Ten Dollars and other good and valuable consideration,  
the following tract of land in WEBER County, State of Utah:

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2  
WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT IN AN EXISTING  
FENCE LINE LOCATED SOUTH 89 DEG. 16 MIN. 06 SEC. EAST 381.48 FEET AND  
SOUTH 37 DEG. 04 MIN. 08 SEC. WEST ALONG SAID EXISTING FENCE LINE  
273.38 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER AND  
RUNNING THENCE SOUTH 37 DEG. 04 MIN. 08 SEC. WEST ALONG SAID FENCE  
LINE 185.79 FEET TO THE NORTH RIGHT OF WAY OF PLEASANT VIEW DRIVE,  
THENCE SOUTH 64 DEG. 52 MIN. 16 SEC. EAST ALONG SAID RIGHT OF WAY LINE  
139.04 FEET, THENCE NORTH 42 DEG. 44 MIN. 25 SEC. EAST 148.74 FEET,  
THENCE NORTH 49 DEG. 30 MIN. 29 SEC. WEST 151.00 FEET TO THE POINT OF  
BEGINNING.

19-013-0001

Subject to easements, restrictions and rights of way of record.

E 1858532 BK2243 PG15

1514

DATED this 26<sup>th</sup> day of June 2002.

SELLER:

Anthony J. Seashore  
ANTHONY J. SEASHORE

STATE OF OREGON

ss.

COUNTY OF Multnomah

On this 26<sup>th</sup> day of June 2002, before me appeared ANTHONY J. SEASHORE, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that ANTHONY J. SEASHORE executed it.

WITNESS my hand and official seal.

Ruth E. Green  
NOTARY PUBLIC



ET 1858532 BK2243 PG1517

DATED this 30<sup>th</sup> day of June 2002.

ADJACENT OWNERS:

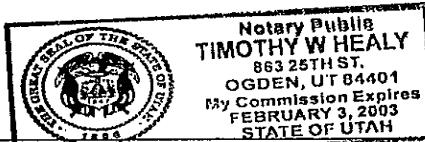
Darin C. Parke  
DARIN C. PARKE

Doris Parke  
DORIS PARKE

STATE OF UTAH )  
: ss.  
COUNTY OF WEBER )

On this 30<sup>th</sup> day of JUNE 2002, before me appeared DARIN C. PARKE, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that DARIN C. PARKE executed it.

WITNESS my hand and official seal.

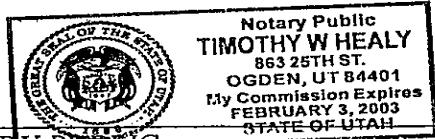


NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
COUNTY OF WEBER )

On this 30<sup>th</sup> day of JUNE 2002, before me appeared DORIS PARKE, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that DORIS PARKE executed it.

WITNESS my hand and official seal.



NOTARY PUBLIC

DATED this 27 day of June 2002.

PURCHASER:

DOUGLAS B. ADAMS

STATE OF UTAH

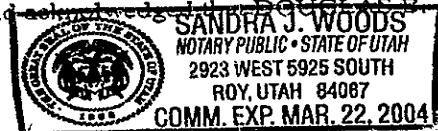
COUNTY OF Weber

)

: ss.

On this 27 day of June 2002, before me appeared DOUGLAS B. ADAMS, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that ~~DOUGLAS B.~~ ADAMS executed it.

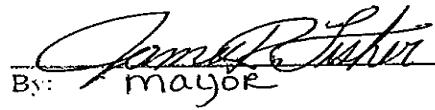
WITNESS my hand and official seal.

Sandra J. Woods  
NOTARY PUBLIC

E# 1858532 BK2243 PG1519

DATED this 28<sup>th</sup> day of June 2002.

CITY OF PLEASANT VIEW, UTAH:

  
By: James R. Fisher  
mayor

STATE OF UTAH )  
 )  
COUNTY OF Weber ) ss

On this 28<sup>th</sup> day of June 2002, before me appeared Pleasant View City Mayor, James Fisher personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that Pleasant View City Mayor, James Fisher executed it.

WITNESS my hand and official seal.

  
NOTARY PUBLIC



E# 1858532 BK2243 PG1520