

**When Recorded, Mail To:**

Farmington City  
Attn: City Manager  
130 North Main  
Farmington, Utah 84025

E 2424756 B 4716 P 577-583  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
2/19/2009 10:54:00 AM  
FEE \$23.00 Pgs: 7  
DEP eCASH REC'D FOR HICKMAN LAND TITLE CO

Tax Parcel No. PT 08-052-0216  
PT 08-051-0167  
(Space above for Recorder's use only)

**ACCESS EASEMENT AGREEMENT**  
[CPB PN: 500-2674]

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is entered into this 29<sup>th</sup> day of January, 2009, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantor**"), and FARMINGTON CITY, a Utah municipal corporation ("**Grantee**").

**RECITALS**

- A. Grantor owns certain real property located in Davis County, Utah (the "**Grantor's Property**").
- B. Grantee desires to obtain an access easement (the "**Easement**"), on, over, and across that certain portion of the Grantor's Property more particularly described in Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by this reference (the "**Easement Area**").
- C. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys, without warranty, to Grantee a non-exclusive easement, on, over, and across the Easement Area, for the purposes of vehicle ingress and egress by the general public as well as emergency vehicles, such as fire trucks and other similar emergency vehicles.
2. **Access.** Entrance on the Easement Parcel will be at the sole risk and hazard of the party entering. Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area, Grantor's Property and the entry upon the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

3. **Condition of the Easement Area.** Grantee accepts the Easement Area, and all aspects thereof, in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults."

4. **Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Easement Area in good order and condition, including snow removal. Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon caused by Grantee, and shall restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee.

5. **Indemnification.** Grantee and its successors and assigns hereby agree to indemnify, defend and hold harmless Grantor and Grantor's officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (a) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors related to the use of the Easement Area; and (b) the use of the Easement Area by Grantee, and its agents, servants, employees, invitees, or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

6. **Termination.** This Agreement and all easement rights set forth herein will be automatically terminated once a plat, or other acceptable dedication instrument, conveys to Grantee those portions of the Easement Area necessary to complete 1015 North Street in such a manner that the turnaround area located within the Easement Area is no longer needed pursuant to the Farmington City Code. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement and the Easement, and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

7. **Miscellaneous.** Subject to the terms and conditions of this Agreement, the Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

*[signatures are on the following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor:



CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF JESUS  
CHRIST OF LATTER-DAY SAINTS,  
a Utah corporation sole

By: *Terry F. Rudd*  
Name (Print): Terry F. Rudd  
Its: Authorized Agent

Grantee:



FARMINGTON CITY,  
a Utah municipal corporation

By: *Scott C. Harbertson*  
Name (Print): Scott C. Harbertson  
Its: Mayor

Attest: *Margy L. Lomax*  
City Recorder

*[acknowledgments are on the following page]*

STATE OF UTAH                     )  
   :SS  
 COUNTY OF SALT LAKE    )

On this 29<sup>th</sup> day of January, 2009, personally appeared before me Tony F. Rudd, personally known to me to be ~~the~~<sup>an</sup> Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as <sup>an</sup> Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

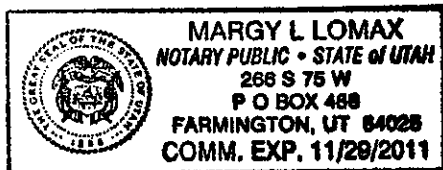
WITNESS my hand and official seal.



Gordon R. Jessee  
 Notary Public for the State of Utah

STATE OF UTAH                     )  
   : SS  
 COUNTY OF DAVIS            )

On this 6<sup>th</sup> day of ~~January~~<sup>February</sup>, 2009, personally appeared before me Scott C. Harbertson, known or satisfactorily proved to me to be the Mayor of FARMINGTON CITY, a Utah municipal corporation, who acknowledged to me that he/~~she~~ signed the foregoing instrument as Mayor for said corporation.



Margy L. Lomax  
 Notary Public for the State of Utah

**EXHIBIT A**

(Legal Description of the Easement Area)

That certain real property located in Davis County, Utah, specifically described as follows:

**BOUNDARY DESCRIPTION**

A part of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point which is N00°01'47"E 638.00 feet and N88°47'01"E 351.42 feet, and North 325.72 feet from the Center of said Section 13 and running: Thence S81°41'32"W 59.48 feet; Thence 146.47 feet along a 45.11 foot radius curve to the right (chord bears N06°19'35"W 90.10 feet); Thence N88°15'00"E 67.13 feet; Thence S01°45'00"E 55.00 feet; Thence South 28.03 feet to the point of beginning.

Contains: 8,898 sq. ft. or 0.204 acres

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**EXHIBIT B**

(Depiction of the Easement Area)

*[see the following page]*

