

Office of the Davis County Recorder

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/12/2022 01:29 PM
FEE \$ 3.00 Pgs: 4
DEPT REC'D FOR BOUNTIFUL CITY



Davis
COUNTY

300 Main St. P.O. Box 100

Recorder
Richard T. Maughan
Chief Deputy
Laila H. Lomax

RETURNED

AUG 12 2022

Handwritten: flag no
legal

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Easement Agreement
(Document Type)

04-071-0059
Tax Serial Number(s)

Trail Easement and Access Agreement

This Agreement is made between:

Grantors: Creek Side Views, LLC 1303 S 700 E Bountiful, UT 84010
Dan Crane, Member

Grantee: Bountiful City Corporation 795 S Main Street Bountiful, UT 84010
Kendalyn Harris, Mayor

Affected Parcel ID: 04-071-0059 Bountiful City, Davis County, Utah

Grantors, as a condition of approval of the Creek Side Views Subdivision ("Development") by the Bountiful City Council, agree to provide a trail easement along the south bank of Mill Creek for use by the public, with said trail to be constructed and maintained by Bountiful City. The location of the trail easement is shown on the official subdivision plat as being co-located within the Stream Maintenance Easement which is required by Davis County.

In consideration of the project, Bountiful City agrees to grant utility easement(s) from the end of the existing public right-of-way on 600 E Street across City-owned property to accommodate sewer, culinary water and electrical power to facilitate the Development.

It is the intent of the parties to define the acceptable conditions related to the construction, operation, maintenance and use of the trail. The conditions are as follows:

1. The use of the trail is limited to foot traffic and bicycle use. Operation of motorized vehicles, UTVs, ATVs, motorcycles, or other motorized vehicles by trail users is prohibited.
2. The general location of the trail is intended to follow the south bank of Mill Creek so as to maximize the separation of trail use from residential structures. The location of the trail will also be identified so as to provide a reasonable separation from the existing steep slopes which are directly adjacent to the creek bank. Access to the trail on the east end of the property up to Davis Blvd will traverse along City property and not through the Creek Side Views Subdivision.
3. The final alignment of the trail across Grantor's property will be reviewed with and approved by the Grantor, prior to the start of construction.
4. The width of the walking surface is intended to be no larger than four feet, exclusive of additional grading required on uphill or downhill slopes, or where changes in the trail alignment necessitate additional width.
5. The removal of existing trees, shrubbery and grasses will be minimized. Pruning or trimming of vegetation will be limited to obstructions within or above the trail, the immediate sides of the trail and be maintained by the Grantee. Vegetation may be trimmed back to heights which accommodate the users and are anticipated to provide a clear area extending 2 feet on either side of the trail, up to 10 feet in height.
6. If conditions require Davis County to conduct stream maintenance activities adjacent to Mill Creek, the trail will be re-established in the disturbed areas created by Davis County. Abandoned sections of a previous trail will be blocked from further public access by Bountiful City.

- 7. The installation of signs, trail markers, fencing or other features by Bountiful City will be reviewed with the Grantor and must be approved by the Grantor in writing prior to installation or construction of said improvements.

GRANTOR'S ACKNOWLEDGMENT

GRANTOR's signature: Amber Crane

Printed name: Amber Crane

Title: Owner

Acknowledgment

State of Utah)

) ss.

County of Davis)

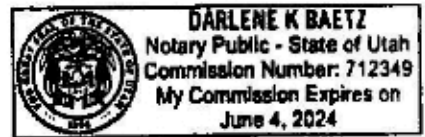
The foregoing instrument was acknowledged before me on 11 August, 2022
by Amber Crane
(person acknowledging and title or representative capacity, if any).

Darlene K Baetz

Notary's signature Bountiful Utah

Residing at June 4, 2024

My commission expires:



Notary's seal

GRANTEE'S ACKNOWLEDGMENT

Grantee's signature:

Kendalyn Harris

(Signature of Mayor, Bountiful City, Kendalyn Harris)

Shawna Andrus

(Signature of Recorder, Bountiful City, Shawna Andrus)



Acknowledgment

State of UTAH)

) ss.

County of DAVIS)

The foregoing instrument was acknowledged before me on 11 August,
2022 by Kendalyn Harris, Bountiful Mayor and Shawna Andrus, Bountiful Recorder
(person acknowledging, title and representative capacity, if any).

Darlene K. Baetz

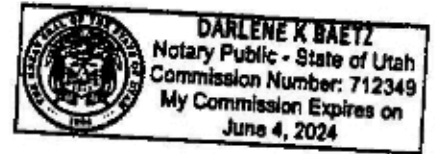
Notary's signature

Bountiful Utah

Residing at

June 4, 2024

My commission expires:



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