

Recorded at request of Zions Securities Corp. Fee Paid 3-9-10  
 Date MAY 18 1976 at 1:20 P.M. MARGUERITE S. BOURNE Recorder Davis County  
 by Grace K. Sundeen Deputy Book 601 Page 916

434062

## AGREEMENT CREATING EASEMENT

82-35-2n-1w

THIS INDENTURE made and executed this 18 day of MAY 1976, by and between the following enumerated property owners: GORDON S. GREGSON, and his wife Betty J. ROBERT J. MARTIN, and his wife, Evelyn L. DICK GEISLER, and his wife, Rita DALE D. HANCOCK, and his wife, Mary Jean ZIONS SECURITIES CORPORATION, a Utah Corporation; and RALPH D. BRINTON and ASSOCIATES, a Utah Corporation.

That all of said parties own an interest, either as owner or purchaser, in a parcel of property located in Davis County, State of Utah.

That all of said parties are desirous of creating a Reciprocal Non-Exclusive Easement for purposes of construction of a water pump house and for a pipe line running to a proposed future street.

That said easement shall be for the benefit of each and every party to this agreement, together with the North Salt Lake City Corporation, so they shall have authority to install and maintain appropriate street and water lines.

NOW, THEREFORE, for a good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree each with the other as follows:

1. That an easement for the construction of a pump house, a water line running from the pump house to a proposed street, and an easement for the proposed street is hereby created over the property which is described on the attached Exhibit "A". That this easement is created in favor of and for the benefit of each of the parties hereto, and for the

Platted  On Map  Prepared   
 Abstracted  Indexed  Entered

*Zions Sec. Corp.* 40 E 29th Street, Salt Lake City, Utah

benefit of the North Salt Lake City Corporation.

2. That this easement is superior and paramount to the rights of any of the parties hereto and the respective servient estates so created, and that it is a covenant running with the land.

3. It is acknowledged and agreed that this easement shall also be for the purpose of erecting and maintaining power lines or other utilities. That said easement shall be non-exclusive and shall permit the right of ingress and egress to each of the parties hereto to any parcel of property described herein.

4. This agreement shall be binding upon the parties hereto, together with their heirs, executors, administrators, agents and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Gordon S. Gregson  
GORDON S. GREGSON

Betty J. Gregson  
Betty J. Gregson his wife

Robert J. Martin  
ROBERT J. MARTIN

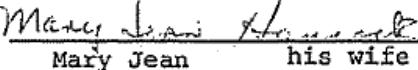
Evelyn L. Martin  
Evelyn L. Martin his wife

Dick Geisler  
DICK GEISLER

Rita B. Geisler  
Rita B. Geisler his wife



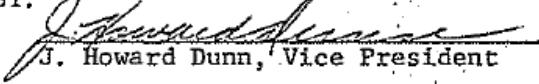
DALE D. HANCOCK



Mary Jean Hancock  
Mary Jean his wife

## ZIONS SECURITIES CORPORATION

BY:



J. Howard Dunn, Vice President

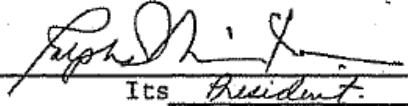
Attest:



William H. Clawson, Secretary

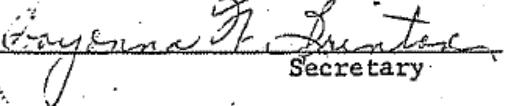
## RALPH D. BRINTON and ASSOCIATES

BY:



Ralph D. Brinton  
Its President.

Attest:



Mayme F. Brinton  
Secretary



STATE OF UTAH }  
County of Salt Lake } ss.

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On this 14th day of May, A.D. 1976, before me appeared Gordon S. Gregson, Betty J. Gregson, Robert J. Martin, Evelyn L. Martin, Dick Geisler, Rita Geisler, Dale D. Hancock, and Mary Jean Hancock, to me personally known, who, being by me duly sworn, did acknowledge that they did execute the attached instrument of their own free act and deed.



*Philip W. W.*  
Notary Public, State of Utah

My Commission Expires August 25, 1977

STATE OF UTAH }  
County of Salt Lake } ss.

On this 14th day of May, A.D. 1976, before me appeared J. Howard Dunn and Wm. H. Clawson to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Secretary-Treasurer respectively of Zions Securities Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. Howard Dunn and Wm. H. Clawson acknowledged said instrument to be the free act and deed of said corporation.



*Philip A. W.*  
Notary Public, State of Utah

My Commission Expires August 25, 1977

STATE OF UTAH }  
County of Salt Lake } ss.

On this 18th day of May, A.D. 1976, before me appeared Ralph D. Brinton and Evyonna W. Brinton to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of Ralph D. Brinton & Associates and that the seal affixed to foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Ralph D. Brinton and Evyonna W. Brinton acknowledged said instrument to be the free act and deed of said corporation.



*Merriam Hodson*  
Notary Public, State of Utah

My Commission Expires February 4, 1979

## PARCEL I:

Beginning at a point on the West line of the D&RGW Railroad right-of-way which is South 0°09'42" East 1245.36 feet along the section line and West 373.18 feet from the Northeast corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base & Meridian; thence North 80°59' West 75.00 feet, South 9°01' West 75.00 feet, South 80°59' East 75.00 feet, North 9°01' East 75.00 feet to the point of beginning. Containing .13 acre.

## PARCEL II:

A 25 foot easement along the Westerly boundary line of the D&RGW Railroad measuring 25 feet Westerly and perpendicular from the following described line: Commencing at a point on the Westerly line of the D&RGW Railroad right-of-way, which is South 0°09'42" East 818.42 feet along the section line and West 304.23 feet from the Northeast corner of Section 35, Township 2 North, Range 1 West, SLB&M; thence South 9°01'West 2662.00 feet, more or less, along the Westerly boundary line of said railroad to the North boundary line of 1100 North Street (Moss).

## PARCEL III:

A 60 foot easement 30.0 feet on each side of a centerline described as follows:

Commencing at a point on the West line of the D&RGW Railroad right-of-way, which is South 0°09' 42" East 788.42 feet along the section line and West 299.39 feet from the Northeast corner of Section 35, Township 2 North, Range 1 West, SLB&M; thence South 89°58' West 518.95 feet; thence South 9°01' West 2699.90 feet more or less to the North boundary line of 1100 North Street (Moss).

## PARCEL IV:

A 25 foot easement 12.50 feet on each side of a centerline described as follows:

Commencing at a point on the West boundary line of the North Salt Lake pumphouse property for Source #1, which is South 0°09'42" East 1270.64 feet along the section line and West 453.20 feet from the Northeast corner of Section 35, Township 2 North, Range 1 West, SLB&M; thence North 80° 50' West 407.50 feet, more or less, to the East line of above described easement.