

916

Recorded at request of Zions Securities Corp Fee Paid \$ 9.10
 Date MAY 18 1976 at 1 20 P M MARGUERITE S. BOURNE Recorder Davis County
 BY Grace H. Anderson Deputy Book 601 Page 916

434062

AGREEMENT CREATING EASEMENT

84-35-27-120

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 construc-
 tion 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

☐ ☐ ☒

Abstracted
☐ Indexed
☐ Entered

Plotted
☐ On Map
☐ Compared

Zions Sec. Corp

40 E 20 S

81 1


benefit of the North Salt Lake City Corporation.

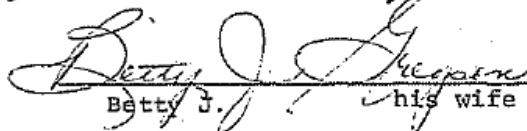
2. That this easement is superior and paramount to the rights of any of the parties hereto and the respective servient estates so created, and that it is a covenant running with the land.

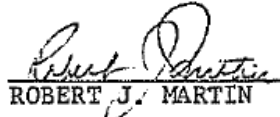
3. It is acknowledged and agreed that this easement shall also be for the purpose of erecting and maintaining power lines or other utilities. That said easement shall be non-exclusive and shall permit the right of ingress and egress to each of the parties hereto to any parcel of property described herein.

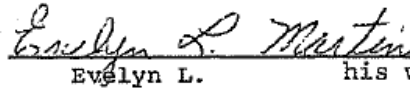
4. This agreement shall be binding upon the parties hereto, together with their heirs, executors, administrators, agents and assigns.

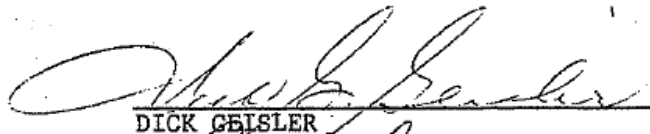
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

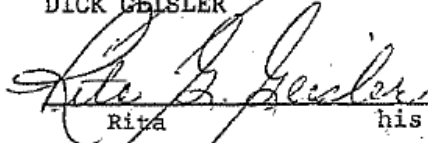

GORDON S. GREGSON


Betty J. Gregson his wife


ROBERT J. MARTIN


Evelyn L. his wife


DICK GEISLER


Rita his wife

DALE D. HANCOCK
DALE D. HANCOCK

Mary Jean Hancock
Mary Jean his wife

ZIONS SECURITIES CORPORATION

BY:

J. Howard Dunn
J. Howard Dunn, Vice President

Attest:

William H. Clawson
William H. Clawson, Secretary

RALPH D. BRINTON and ASSOCIATES

BY:

Ralph D. Brinton
Its President

Attest:

Gayana H. Brinton
Secretary




STATE OF UTAH

County of Salt Lake

ss.

919

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. [Signature]
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 W. [Signature]
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.


Norman [Signature]
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.