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RECORDED BY  
DEPUTY GV FEE 9.00

8 May 12, 15, 16 Summer Wood  
NW 12-3N-1W  
08-041-0048

WHEN RECORDED RETURN TO:  
Farmington Investors  
1820 Ramsgate Road  
Farmington, Utah 84025  
ATTN: Don A. White, Jr.

AGREEMENT ABANDONING RIGHT-OF-WAY AND  
CREATING A NEW RIGHT-OF-WAY IN LIEU THEREOF

THIS AGREEMENT entered into this 31st day of May, 1985,  
by and between FARMINGTON INVESTORS, a Utah General Partnership, whose address  
is 1820 Ramsgate Road, Farmington, Utah, 84025, and HARLEY H. EVANS and LAURA  
JEAN EVANS, husband and wife, (herein collectively and individually "Evans").

WITNESSETH:

WHEREAS, Evans has used and have a right of way in Davis County,  
Utah, for access to their respective properties on a strip of land 50.0 feet  
wide, being 25.0 feet on each side of the following described centerline,  
to-wit:

pts lots 8, 9, 10, 11, 12, 15, 16

Beginning on the North line of the Section at a point South 89°  
46'52" West 546.9 feet from the North Quarter corner of Section 12,  
Township 3 North, Range 1 West, Salt Lake Meridian, and running  
thence South 0° 3' West 1868.68 feet; thence South 71° 40'05" West  
317.18 feet, more or less, to the East end of a public street; and

WHEREAS, Evans desire to abandon part of said right-of-way and  
substitute a new right-of-way in lieu thereof, most of which is to be  
dedicated as a public street constructed to Farmington City standards.

NOW, THEREFORE, in consideration of the mutual benefits to the  
parties hereto, and of the improved access to each party's property, each  
party hereto does hereby grant and convey to each other party hereto a  
perpetual right-of-way and easement for road purposes on a strip of land  
located in Davis County, Utah, 50.0 feet wide, 25.0 feet on each side of the  
following described centerline:

Beginning at a point South 89° 46'52" West 546.9 feet along the North  
line of the Section and 718.32 feet South 0° 02'44" East from the  
North Quarter corner of Section 12, Township 3 North, Range 1 West,  
Salt Lake Meridian, and running thence South 81° 35'31" West 238.69  
feet; thence South 0° 13'08" East 50.0 feet to the point of tangency  
with a 389.4 foot radius curve to the right; thence Southwesterly  
157.8 feet along the arc of said curve (Chord bears South 11° 23'26"  
West 156.73 feet); thence South 23° West 265.0 feet to the point of  
tangency with a 663.35 foot radius curve to the left; thence  
Southwesterly 266.81 feet along the arc of said curve (Chord is South  
11° 28'38" West 265.02 feet); thence South 0° 02'44" East 292.11 feet  
to the point of tangency with a 188.09 foot radius curve to the  
right; thence Southwesterly 116.16 feet along the arc of said curve  
(Chord is South 17° 38'50" West 114.32 feet) to a point of tangency  
with a 163.34 foot radius reverse curve to the left; thence

Street

# 878228 # 215

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Southwesterly 115.0 feet along the arc of said curve (Chord is South 15° 10'12" West 112.64 feet); thence South 5° East 50.03 feet to the center line of a public street (Northridge Road).

FURTHER Evans hereby quit claims to Farmington Investors all of their right, title and interest in that portion of the right-of-way which is being hereby abandoned, located in Davis County, Utah, described as follows:

Beginning on the South line of the new right-of-way at a point South 89° 46'52" West 546.9 feet along the North line of the Section and South 0° 02'44" East 743.59 feet from the North Quarter corner of said Section 12, and running thence South 81° 35'31" West 25.27 feet; thence South 0° 03' West 1103.23 feet along the West line of said right of way to a corner thereof; thence South 71° 40'05" West 292 feet, more or less, to the East end of a dedicated public street; thence South 50 feet, more or less, to the South line of said right of way; thence North 71° 40'05" East 317.2 feet, more or less, to a point South 0° 02'44" East of the point of beginning; thence North 0° 02'44" West 1163.78 feet to the point of beginning.

As a further consideration of the foregoing, Farmington Investors does hereby agree that it, or it's successors and assigns, will construct an all-weather road on the new right-of-way equal to or better than the existing road on that portion of the right-of-way abandoned by this Agreement. That road will be constructed in conjunction with the development of the Summer Wood Subdivision. Farmington Investors will provide to Evans, at all times while that construction is underway, access which is equal to or better than that historically enjoyed by Evans through the right-of-way, part of which is being abandoned through this document. Farmington Investors will not start construction of Northridge Court until Summerwood Drive is open for access unless Evans agrees otherwise. The parties acknowledge that there is a 15 foot utility easement running along the North edge of the Summer Wood Subdivision plat.

This agreement is to be effective only when and if Farmington Investors obtains title to the bulk of the real property which does or will comprise of the Summer Wood Subdivision and this agreement and document of conveyance is not to be recorded until such time. This agreement is to be fully effective and binding upon the parties, even if it is dated before the date of the deed under which Farmington Investors acquires the said real property.

It is further understood and agreed by and between the parties hereto that the right-of-way granted hereunder to Evans may be relocated by Farmington Investors at a future date to facilitate development of the Summer Wood Subdivision or property located North of that subdivision which also does or will belong to Farmington Investors. Such relocation of the right-of-way will occur at Farmington Investors' discretion only in conjunction with such development activities and will be accomplished in such a way as to minimize the inconvenience to Evans and protect, at all times, Evans' reasonable access to their property. Such relocation shall be subject to Evans' reasonable approval of the access point(s) into their property. The dedication of a public road which will provide at least partial access to the Evans' property

will eliminate that portion of the right-of-way granted herein that is no longer necessary to provide adequate access to their property. The parties understand, acknowledge and agree that a portion of the new right of way described above will be incorporated in a public street in conjunction with the development of the Summer Wood Subdivision. As stated above, the private right-of-way and easement to that portion of the said new right-of-way included in the dedicated street will terminate upon dedication. The remainder of the said new right-of-way shall be deemed to be a temporary right-of-way and easement for a period of three (3) years from and after the recordation of this document. If equivalent alternative access, preferably in the form of a public street, to the Evans property has not been provided within the said three (3) year period, the right-of-way and easement which is not part of a public street shall, unless Evans agrees otherwise, become permanent. If such alternate access is provided, the right-of-way and easement lying outside the public street shall terminate and thereafter be void and of no effect. (NOTE - SEE PAGE 4 OF THIS INSTRUMENT FOR ADDITIONAL PROVISIONS PERTAINING TO EASEMENT FOR SEWER)

*M.G. D.H.W.*  
*J.C.*

IN WITNESS WHEREOF, the parties hereby have affixed their signatures as of the date and year first hereinabove written.

EVANS

FARMINGTON INVESTORS, a Utah Partnership

*Harley H. Evans*  
Harley H. Evans

By *Don A. White, Jr.*  
Don A. White, Jr., Trustee of the  
White Family Trust, General Partner

*Laura Jean Evans*  
Laura Jean Evans

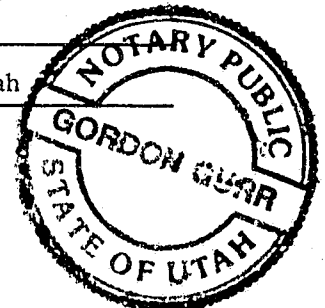
By *Bryant Cragun*  
Bryant Cragun, General Partner

STATE OF UTAH )  
 ) : ss.  
COUNTY OF DAVIS )

On the 31st day of May, 1985, personally appeared before me Don A. White, Jr. and Bryant Cragun, signers of the within instrument; Don A. White, Jr., duly acknowledged to me that he executed the same as Trustee of the White Family Trust in its capacity as General Partner of Farmington Investors and Bryant Cragun duly acknowledged to me that he executed the same in behalf of said partnership as General Partner, and both of whom duly acknowledged to me that the said partnership executed the same.

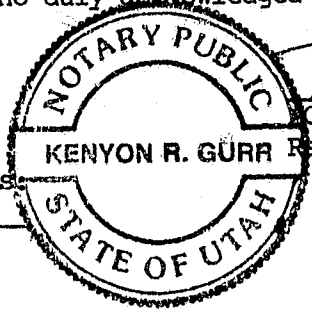
*Gordon Gurr*  
NOTARY PUBLIC  
Residing at: Kaysville, Utah

My Commission Expires:  
April 4, 1986



STATE OF UTAH )  
 : SS.  
COUNTY OF DAVIS )

On the 29 day of May, 1985, personally appeared before me Harley H. Evans and Laura Jean Evans, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



*Kenyon R. Gurr*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Bountiful, Utah

My Commission Expires  
April 4, 1986

NOTE: As additional consideration for the execution of this Agreement, Farmington Investors, one of the parties hereto, agrees to provide to Evans, an Easement and right of way to not exceed 15.0 feet in width, contiguous to and North of the North line of Lot 8 of SUMMER WOOD SUBDIVISION, as the same is now platted, at such time as Evans shall request the same, with the complete understanding by and between the said parties that any and all expenses in installing any sewer line within said easement shall be at the expense of Evans. Such easement shall extend from the East line of the property of Farmington Investors Westerly within the area set forth herein to the East line of a public street, with access to said street and the sewer line established therein.

*Harley H. Evans*  
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HARLEY H. EVANS  
*Laura Jean Evans*  
\_\_\_\_\_  
LAURA JEAN EVANS

FARMINGTON INVESTORS, A UTAH PARTNERSHIP  
BY: *Don A. White, Jr.*  
\_\_\_\_\_  
DON A. WHITE, JR., TRUSTEE OF THE  
WHITE FAMILY TRUST, GENERAL PARTNER