

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

E 1092724 B 1716 P 837
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 JAN 26 4:30 PM FEE 24.00 DEP DJW
REC'D FOR BACKMAN-STEWART TITLE SERVICES

(space above this line reserved for recorder's use)

93002373

ACCESS EASEMENT
(Layton Marsh - Stromquist)

W/2 36, 47-2W
SW 25
12-110-0031, 0033

THIS ACCESS EASEMENT is granted this _____ day of 12-117-0001
_____, 199____, by JANE L. STROMQUIST, whose address is 33
North "C" Street, Salt Lake City, Utah 84103 (the "Grantor") to Wendell H.
Wiser and Barbara C. Wiser *, whose address is 478 S. 875 E. Kayville UT 84037
(the "Grantee").

*as joint tenants

WITNESSETH:

1. The Grantor is the owner of the property located in the County of Davis, Utah, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").
2. The Grantee is the owner of the property located in the County of Davis, Utah, more particularly described in Exhibit B attached hereto and incorporated herein (the "Grantee Property").
3. The Grantor desires to convey an access easement across the Property for the benefit of the Grantee Property, more particularly described in Exhibit C attached hereto and incorporated herein (the "Easement").

NOW, THEREFORE, for Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor hereby grants to the Grantee an easement, (See Exhibit C) over and across the Property for access to the Grantee Property. The Easement is an easement appurtenant to the Grantee Property and is intended to run with the land in perpetuity, burdening the Property and benefitting the Grantee Property.

4. Maintenance by Grantor: The Grantor shall have the right to maintain the Easement as it deems necessary, in its sole discretion and at its sole expense.

5. Maintenance by Grantee; Notice:

a. The Grantee may maintain the Easement, provided that the maintenance is done in a manner that is acceptable to the Grantor.

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b. If the Grantee desires to perform routine maintenance work on the Easement, the Grantee shall provide the Grantor with a verbal notice by telephone or in person. This right to provide verbal notice of routine maintenance work is personal only to Grantee, and terminates upon transfer of the benefitted property by Grantee to anyone else. Thereafter, any notice of routine or major work must be given as provided under paragraphs 5(c), (d), and 6. However, The Grantor agrees to discuss with any transferee the possibility of continued use of verbal notification for routine maintenance only.

c. If the Grantee desires to perform "major maintenance", then the Grantee shall provide the Grantor with written notice of the desired maintenance work in accordance with the notice requirements stated in Paragraph 6 below. "Major maintenance" is defined as any relocation of the roadway or maintenance that would require work outside the Easement but on the Grantor's Property. The Grantee may also contact the Grantor by telephone if desired, but no verbal contact shall be construed to replace the required written notice described in Paragraph 6 below.

d. If the Grantee is required to provide notice under paragraph 5(c), The Grantor shall have five (5) days from its receipt of any such notice to review the proposed maintenance activity and to notify the Grantee of its objections thereto. The Grantor's response to the Grantee's notice shall be given verbally or shall be sent by registered or certified mail, return receipt requested, to the Grantee at the address set forth below, or to such other address as the may be designated to the Grantor in writing by the Grantee.

The Grantor's objections, if any, shall be based upon the Grantor's determination that the proposed major maintenance identified in paragraph 5(c) above, involving work within the Easement or on Grantor's Property outside of the Easement is inconsistent with the Grantor's management of Grantor's property and the terms and conditions of this Easement. If in the Grantor's judgement it is possible that the proposed activity can be modified to be consistent with the management of the Grantor's property and the terms and conditions of this Easement, the Grantor's response shall inform the Grantee of those modifications. Once those modifications are made or the Grantor otherwise concurs with the matters set forth in the Grantee's

notice, the Grantee may proceed with the maintenance as agreed upon by the Grantor.

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Should the Grantor fail to respond to the Grantee's written notice within five (5) days, the proposed maintenance work shall automatically be deemed consistent with the management of the Grantor's property and the terms and conditions of this Easement, and the Grantee may proceed with the maintenance as proposed.

6. Form of Written Notice: Any written notice required to be given under this Easement shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days. Such written notice shall be addressed as follows:

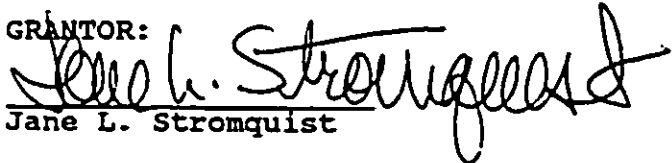
If to the Grantor: If to the Grantee:

Jane L. Stromquist,
North "C" Street, Salt
Lake City, Utah 84103

Wendell H. & Barbara C. Wiser
478 S. 875 E.
Kaysville UT 84037

WHEREFORE, this Access Easement has been executed as of the date shown above.

GRANTOR:


Jane L. Stromquist

GRANTEE:

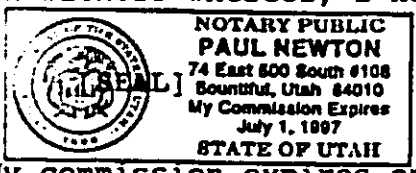

[grantee's name]: Wendell H. Wiser


Barbara C. Wiser

STATE OF Utah)
COUNTY OF Davis) ss.

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The foregoing instrument was acknowledged before me this 25th day of January, 1994, by Jane L. Stramquist.
In witness whereof, I hereunto set my hand and official seal.

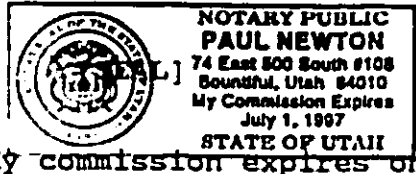


Paul Newton
Notary Public

My commission expires on 7-1-97.

STATE OF Utah)
COUNTY OF Davis) ss.

The foregoing instrument was acknowledged before me this 25th day of January, 1994, by Wendell A. Wiser and Barbara C. Wiser.
In witness whereof, I hereunto set my hand and official seal.



Paul Newton
Notary Public

My commission expires on 7-1-97.

EXHIBIT A

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BEGINNING AT THE N.W. CORNER OF SECTION 36, T.4N., R.2W., SLB&M; THENCE S 89°51'16" E 100.00 FT. ALONG NORTH SECTION LINE; THENCE S 0°14'50" W 60.00 FT.; THENCE S 89°51'16" E 50.00 FT.; THENCE S 0°14'50" W 567.8449 FT.; THENCE S 89°51'16" E 1768.1941 FT.; THENCE S 0°10'55" W 3635.3294 FT.; THENCE N 56°00'00" W 394.0878 FT.; THENCE N 74°15'00" W 1655.2826 FT. TO POINT ON WEST LINE OF SECTION 36, T.4N., R.2W., SLB&M; THENCE N 0°14'50" E 3613.3477 FT. TO POINT OF BEGINNING. CONTAINS 145.40 AC.±

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EXHIBIT B

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BEGINNING AT A POINT LOCATED S 89°15'16" E 1332.5620 FT. ALONG NORTH SECTION LINE FROM N.W. CORNER OF SECTION 36, T.4N., R.2W., SLB&M; THENCE N 0°10'55" E 2147.9430 FT.; THENCE S 58°36'00" E 683.9326 FT.; THENCE S 0°10'55" W 2435.9356 FT.; THENCE N 89°51'16" W 1768.1941 FT.; THENCE N 0°14'50" E 567.8449 FT.; THENCE N 89°51'16" W 50.0000 FT.; THENCE N 0°14'50" E 60.0000 FT. TO POINT ON NORTH LINE OF SECTION 36, T.4N., R.2W., SLB&M; THENCE S 89°51'16" E 1232.5620 FT. TO POINT OF BEGINNING. CONTAINS 52.66 AC±

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EXHIBIT C

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BEGINNING AT N.W. CORNER OF SECTION 36, T.4N., R.2W., SLB&M; THENCE
S 89° 51' 16" E 100.000 FT. ALONG NORTH LINE OF SECTION 36, T.4N., R.2W.; THENCE
S 0° 14' 50" W 60.0000 FT.; THENCE N 89° 51' 16" W 100.0000 FT. TO WEST LINE OF
SECTION 36, T.4N., R.2W.; THENCE N 0° 14' 50" E 60.0000 FT. TO POINT OF
BEGINNING. CONTAINS 0.14 AC±

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