

When Recorded, Mail to:  
 B. Ray Zoll  
 B. Ray Zoll, P.C.  
 4626 North 300 West, Suite 375  
 Provo, Utah 84604

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 08/08/2011 10:24 AM \$12.00  
 Book - 9941 Pg - 7818-7819  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 B RAY ZOLL  
 4626 N 300 W STE 375  
 PROVO UT 84604  
 BY: ZJM, DEPUTY - WI 2 P.

### GRANT OF EXCLUSIVE PERPETUAL EASEMENT

Jon F. Butler ("Grantor"), for and in consideration of payment of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, and convey in perpetuity to Scott Beck and Cheri Beck, and their successors in interest and/or assigns ("Grantee"); an exclusive perpetual easement for egress and ingress, and for recreational use, and for construction use upon and for the benefit of Grantee on the property owned by Grantor which is contiguous to Grantee's property and more particularly described in part as follows:

Beginning at a point that is North 164.66 feet and East 101.16 feet from the Southwest Corner of Section 14 (County Monument), Township 3 South, Range 1 East, Salt Base and Meridian; Sectional Corner being S 89°46'29"E 247.79' (Basis from Bearing) from an intersection monument in Pepperwood and Parksdale Lane; said point of beginning being the Southwest Corner of the herein described Parcel:

North 00°03'43" West, a distance of 4.67 feet; thence  
 North 89°55'05" East, a distance of 176.02 feet; thence  
 South 00°11'30" West, a distance of 5.51 feet; thence  
 North 89°48'30" West, a distance of 176.00 feet to the Point of Beginning.

Containing 896 square feet more or less.  
 Parcel No.: 2814351028

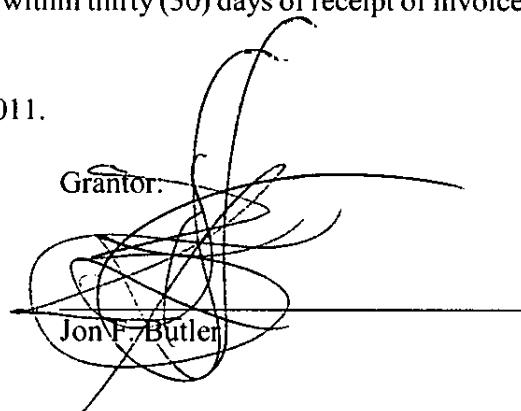
Without limiting Grantee's use of the property described above pursuant to this Perpetual Easement, Grantors and Grantee specifically agree to the following:

1. Grantee shall be permitted to construct a fence on the northern boundary line, but not crossing, of this Easement;
2. Grantee shall be solely responsible for the removal and replacement of any fence on the northern boundary line of this Easement;
3. Notwithstanding Section 1 above, below-ground footings may cross the northern boundary line created by this Easement;
4. Subject to Grantee's right to remove and replace the fence on the northern boundary line of this Easement, Grantor, his successors and assigns may add décor to the side of any fence facing the real property owned by Grantor;
5. Grantor may build a rock wall on his side of the northern boundary line of

this Easement, the plans for which are subject to the consent of Grantee, which consent shall not be unreasonably withheld;

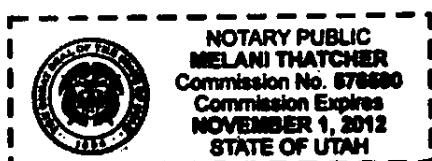
6. Grantee shall pay the pro rata share of taxes, based on square footage of the Easement as compared to the square footage of Grantor's property, for the property subject to this easement within thirty (30) days of receipt of invoice from the Grantors.

Dated this 22<sup>nd</sup> day of June, 2011.

Grantor:  
  
Jon F. Butler

STATE OF UTAH: )  
;ss.  
COUNTY OF SALT LAKE )

On the 22<sup>nd</sup> day of June 2011, personally appeared before me Jon F. Butler, who being by me duly sworn did say that he is the signer of the foregoing GRANT OF EXCLUSIVE PERPETUAL EASEMENT and duly acknowledged to me that he executed the same.



Melani Thatcher  
Notary Public