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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 6 P.

(5)

MNT: 49012

WHEN RECORDED MAIL TO:

Michael & Susan Weiler

5 Swallow Wood Lane
Sandy, UT
84092

DECLARATION AND GRANT OF UTILITY EASEMENT

This DECLARATION AND GRANT OF UTILITY EASEMENT is made and entered into as of the 19 day of November 2015, by and between TRENT GIFFIN of Salt Lake City, Utah (the "Grantor") and MICHAEL R. WEILER and SUSAN B. WEILER of Salt lake City, Utah (the "Grantees").

RECITALS

WHEREAS, Grantor owns certain real property located in Brighton, Salt Lake County, State of Utah, that is more particularly described in the Exhibit "A" that is attached hereto and by this reference made a part hereof (the "Grantor's Property").

WHEREAS, Grantees own certain real property located in Brighton, Salt Lake County, State of Utah, that abuts the Grantor's Property on the East that is more particularly described in the Exhibit "B" that is attached hereto and by this reference made a part hereof (the "Grantees' Property").

WHEREAS, Grantees desire to establish, and Grantor has agreed to grant to Grantees a perpetual, nonexclusive easement over a portion of the Grantor's Property for utility access to Grand Avenue for the benefit of the Grantee's Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions set forth herein, as well as the mutual benefits to be derived herefrom, Grantor and Grantees hereby agree as follows:

1. GRANT OF UTILITY EASEMENT. The Grantor hereby grants and conveys to the Grantees a perpetual, non-exclusive, underground utility easement across a portion of the Grantor's Property for the benefit of the Grantees' Property that is more fully described on the Exhibit "C" that is attached hereto and by this reference made a part hereof (the "Easement Property").

2. APPURTENANT. It is understood and agreed that the easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantees' Property.

3. INSTALATION, MAINTENANCE and REPAIR. The Grantees shall be responsible for the installation of any utility lines within the confines of the

Easement Property, for the maintenance and repair of said utility lines and for the restoration of the Easement Property following any such installation, maintenance or repairs and for all the costs associated therewith.

4. INDEMNIFICATION. The Grantor and Grantees agree to protect, indemnify and save harmless the other, their successors and assigns from and against any and all liability, loss, cost, damage, expense and claims of every kind and nature due to injury or death of any person or loss of or damage to any property whatsoever, arising directly or indirectly out of or incident to the use of the Easement Property by the respective parties.

5. NO INTERFERENCE. At all times, the Easement Property shall be kept free and open and neither Grantor nor Grantee shall prohibit or attempt to prohibit the use of the Easement Property by the other party for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Property which shall prevent or interfere with the use of the Easement Property as contemplated herein. Grantee further agrees that it will exercise its obligations of maintenance and repair imposed by the terms hereof in such a way that all repair and maintenance activities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with Grantor's use of the Easement Property. Grantees' shall restore the surface of the Easement Property to its condition as it existed prior to any installation, repair or maintenance activities.

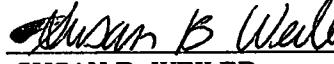
6. SUCCESSORS AND ASSIGNS. The easement created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and Grantees and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantor and Grantees have caused this Agreement to be executed as of the day and year first written above.

GRANTOR


TRENT GIFFIN

GRANTEE


MICHAEL R. WEILER

SUSAN B. WEILER

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

On this 19 day of November 2015 personally appeared before me TRENT GIFFIN, a signer of the foregoing instrument, who duly acknowledged to me that he executed the same. - - - - -



Margaret D. Duffy
NOTARY PUBLIC

NOTARY PUBLIC

STATE OF UTAH)
COUNTY OF SALT LAKE)
ss.

On this 18th day of NOVEMBER 2015, personally appeared before me MICHAEL R. WEILER and SUSAN B. WEILER, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Michelle G. Hansen
NOTARY PUBLIC



EXHIBIT A

**DESCRIPTION OF GRANTOR'S
PROPERTY**

New Parcel 24-35-178-002:

A parcel of land lying and situate in the west half of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian comprising 0.33 acres, the 0.15 acres described in that certain Warranty Deed recorded as Entry 6254677, in Book 7307, at Page 1490 of the Salt Lake County Records and a 0.18 acre portion of Parcel 3 described in that in that certain Special Warranty Deed recorded December 21, 2010 as Entry 11101393, in Book 9890, at Pages 9464 - 9467 of said records. Basis of Bearing for subject parcel being South 89°19'54" East 1314.34 feet (measured) along the west line of said Northeast Quarter of the Northwest Quarter of said Section 35. Subject parcel being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 35, thence South 89°19'54" East 1314.34 feet (measured) [South 89°57'37" West 1314.48 feet record] coincident with the west line of said Northeast Quarter of the Northwest Quarter of said Section 35 to the Northeast Corner thereof; Thence South 04°31'35" West 1362.86 feet to the Northeast corner of Block 4, Silver Lake Summer Resort according to the official plat thereof, recorded October 02, 1890 at 12:00 pm as Entry 28333, in Book C, at Page 57 of the Salt Lake County Records; Thence South 87°25'09" East 33.00 feet to the TRUE POINT OF BEGINNING; Thence South 87°25'09" East 71.68 feet to a point on the Center Quarter Section Line; Thence South 00°07'32" West 40.55 feet coincident with said Quarter Section Line to the point of intersection with the 4-1 line of the Elmer Mining Claim (U.S. Mineral Survey # 5333); Thence the following three (3) courses coincident with an agreement line, 1) South 89°44'20" East 166.72 coincident with said 4-1 line; 2) South 02°34'51" West 51.24 feet to a number 5 rebar and cap stamped "PLS 356548"; 3) North 87°25'09" West 240.00 feet; Thence North 02°34'51" East 85.00 feet to the point of beginning.

EXHTBIT B

DESCRIPTION OF GRANTEES'
PROPERTY

New Parcel #24-35-200-007-009

A parcel of land lying and situate in the west half of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian comprising ± 7.86 acres of the ± 8.04 acres described as Parcel 3 in that certain Special Warranty Deed recorded December 21, 2010 as Entry 11101393, in Book 9890, at Pages 9464 - 9467 of the Salt Lake County Records being depicted on that certain Record of Survey prepared by Boundary Consultants, certified by David E. Hawkes P.L.S., filed with the Salt Lake County Surveyor as file number S2009-09-0411. Basis of Bearing for subject parcel being South $89^{\circ}19'54''$ East 1314.34 feet (measured) along the west line of said Northeast Quarter of the Northwest Quarter of said Section 35. Subject parcel being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 35, thence South $89^{\circ}19'54''$ East 1314.34 feet (measured) [South $89^{\circ}57'37''$ West 1314.48 feet record] coincident with the west line of said Northeast Quarter of the Northwest Quarter of said Section 35 to the Northeast Corner thereof; Thence South $00^{\circ}07'32''$ West 1403.88 feet coincident with the east line of the Northwest Quarter of said Section 35 to a number 5 rebar and cap stamped PLS 356548 monumentalizing the intersection of the north line (line 4-1) of the Elmer Lode Mining Claim; Thence South $89^{\circ}44'20''$ East 166.72 feet coincident with said 4-1 line to the TRUE POINT OF BEGINNING; Thence South $89^{\circ}44'20''$ East 1202.63 feet more or less, coincident with said north line to a point on line 5-6 of the Granit No. 7 Lode Mining Claim; Thence South $12^{\circ}54'20''$ East 179.81 feet more or less, coincident with said 5-6 line to a point on the north line (line 1-2) of the Mayflower Lode Mining Claim; Thence South $81^{\circ}47'40''$ West 810.71 feet more or less, coincident with said 1-2 line to a point on the south line of the north half of said Elmer Lode; Thence North $89^{\circ}57'20''$ West 607.73 feet more or less, coincident with said south line to said Center Quarter Section line and a point on the east line of said Parcel 1; Thence coincident with said Center Quarter Section line South $00^{\circ}07'32''$ West 116.99 feet to the southeast corner of said Parcel 1 and a number 5 rebar and cap stamped PLS 356548; Thence WEST 67.71 feet coincident with the west line of said Parcel 1 to a point on the east right of way line of Grand Avenue and a number 5 rebar and cap stamped PLS 356548; Thence coincident with said right of way line and the west lines of said Parcel 1 and 5 North $02^{\circ}34'51''$ East [northerly deed] 173.18 feet to the northwest corner of said Parcel 5 and a number 5 rebar and cap stamped PLS 356548; Thence coincident with the north line of said Parcel 5 EAST 60.29 feet to a copper rivet set in a granite boulder monumentalizing the northeast corner thereof; Thence North $00^{\circ}07'32''$ East 39.06 feet to the southwest corner of that particular parcel of land transferred by that certain Special Warranty Deed recorded November 27, 1997 as Entry 6787536, in Book 7804, at Page 1047 of said records and a number 5 rebar and cap stamped PLS 356548; Thence the following two (2) courses coincident with the perimeter of said parcel, 1) South $87^{\circ}25'09''$ East 157.95 feet to a number 5 rebar and cap stamped PLS 356548; 2) North $02^{\circ}34'51''$ East 208.24 feet through a number 5 rebar and cap stamped PLS 356548 and coincident with an Agreement Line to the point of beginning.

EXHIBIT C

DESCRIPTION OF EASEMENT PROPERTY

The Easement Property shall be a strip of land ten (10) feet in width and 240 feet in length running East and West along and contiguous with the entire South line of the Grantor's property described in the Exhibit "A" that is attached hereto and by this reference made a part hereof.