

04-132-0107 to 0104, 0105, 0107 to 0110 to 0113, 0114, 0115

04-133-0201 to 0209

04-134-0301 to 0310, 0313, 0314, 0316

04-135-0401 to 0408, 0411 to

RETURNED
JUN 27 2006

2179925
BK 4064 PG 1881

E 2179925 B 4064 P 1881-1888
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/27/2006 04:55 PM
FEE \$29.00 Pgs: 8
DEP RT REC'D FOR BARTON WOODS

WHEN RECORDED, PLEASE RETURN TO:

David J. Crapo
WOOD CRAPO LLC
60 E. South Temple, Suite 500
Salt Lake City, Utah 84111

0420
04-136-0501 thru 506,
0509 thru 0514
04-067-0095

AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement (the "Agreement") dated this 27 day of June, 2006, is by and between the Barton Woods Homeowners Association, Inc. ("Grantor") and David and Shelley McBride ("Grantees").

Recitals

A. Grantor is the fee owner of certain common area land located on Fremont Road, Bountiful, Utah 84010, which is more particularly described in Exhibit A hereto and which adjoins a tract of land owned by Grantees.

B. Grantees are the fee owners of certain real property with a street address of 1477 E. Lakecrest Road, Bountiful, Utah 84010, which is more particularly described in Exhibit B hereto.

C. Grantor desires to grant to Grantees an easement to construct and use a driveway across a strip of land over 20 feet wide on the Westmost side of its property to allow Grantees access to their property.

Agreement

In exchange for good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Grantor and Grantees agree as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys and transfers the following easement to Grantees, its successors or assigns, subject to the terms and conditions set forth herein:

a. A perpetual, exclusive, right-of-way easement, over and across a section of Grantor's property as identified in Exhibit C, for the purpose of ingress and egress by pedestrian and vehicular traffic to Grantees' property for the benefit of Grantees and their guests and invitees.

2. **Construction of Driveway.** Grantees shall be responsible to design and construct a driveway across the land subject to this easement. The design, specifications, landscaping and location of the driveway shall be subject to the approval of the Design Review Committee of the Grantor, which approval shall not be unreasonably withheld. No construction or excavation of the driveway may commence without the prior approval of the Design Review Committee. Grantees shall be responsible for, and shall pay, all costs associated with preparing and recording

this easement Agreement, and all costs associated with any engineering, designing, permitting, construction and/or maintenance of the driveway.

3. Maintenance of the Driveway. Grantees shall maintain the subject driveway in good order, condition and repair, and bear all costs associated therewith. If the Grantor, in its sole discretion, believes that the driveway is not being kept in good repair, it shall give Grantees 10 days written notice to make appropriate repairs. If such repairs are not made, Grantor may make the repairs and submit an invoice for the expenses to Grantees. Grantees agree that they shall pay all costs incurred in making such repairs within 10 days of receiving the invoice for payment.

4. Taxes. If any taxes of any kind are ever levied against the driveway or the easement granted herein, Grantees shall be responsible for and timely pay all such taxes.


5. Insurance and Indemnification. Grantees agree that at all times they shall maintain appropriate homeowners insurance to cover any possible claim, or cause of action that may arise from the use of the driveway or this easement. Grantees agree that they shall indemnify the Grantor and hold it harmless against any and all claims, causes of action, costs, judgments or liabilities that may arise in connection with the use of the driveway and this easement by Grantees, or any of its agents, invitees or visitors, or any other person. If any claim arises against Grantor as a result of the grant of this easement or the use of the driveway in association with such easement, Grantees shall be obligated to defend Grantor against any such claim and pay for all costs associated with the defense or costs that may ultimately be awarded against Grantor based on such claim.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

7. Enforcement and Attorneys' Fees. In addition to all other remedies which may exist for the breach of this Agreement, each party shall have the right to specifically enforce the terms of the provisions hereof. The prevailing party in any such action shall be entitled to an award of attorneys' fees and costs.

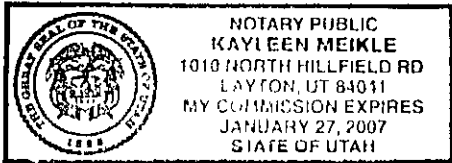
IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year set forth in the heading hereof.

BARTON WOODS HOMEOWNERS ASSOCIATION, INC.

By: 
Its: President.

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 27 day of June, 2006 by Alan B. Weaver as president of Barton Woods Homeowners Association, Inc., pursuant to authority granted by a resolution of the members of Barton Woods Homeowners Association, Inc.

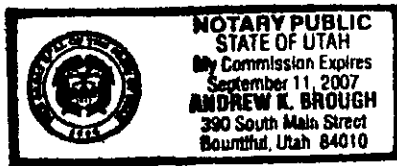


Kayleen Meikle
NOTARY PUBLIC

David McBride
David McBride

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 27 day of June, 2006 by David McBride.

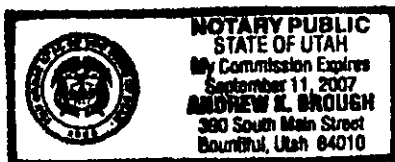


Andrew K. Brough
NOTARY PUBLIC

Shelley McBride
Shelley McBride

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 27 day of June, 2006 by Shelley McBride.



Andrew K. Brough
NOTARY PUBLIC

EXHIBIT A

Beginning at the Northeast corner of Lot 55, Lakeview Terrace, a subdivision of part of Sections 28 and 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, said point further described as being South $89^{\circ}57'34''$ East 667.23 feet along the quarter section line and North $00^{\circ}12'44''$ West 129.53 feet from the West quarter corner of said Section 28, (Bureau of Land Management Bearing Base), and running thence westerly 71.84 feet along the arc of a 120.00 foot radius curve (radius bears North $20^{\circ}55'26''$ West) to a point of tangency with a 310.00 foot radius curve to the right, thence northwesterly 213.67 feet along the arc of said curve to a point of tangency with a 240.00 foot radius curve to the right, thence northerly 210.20 feet along the arc of said curve, thence North $87^{\circ}38'26''$ West 130.14 feet to a point on a 420.00 foot radius curve to the right (radius point bears South $87^{\circ}38'26''$ East), thence northerly 207.33 feet along the arc of said curve to a point of tangency with a 280.00 foot radius curve to the left; thence northerly 253.12 feet along the arc of said curve, thence North $82^{\circ}31'03''$ East 154.42 feet; thence North $74^{\circ}36'31''$ East 181.72 feet; thence North $77^{\circ}41'41''$ East 292.54 feet; thence South $72^{\circ}27'50''$ East 399.23 feet; thence South $00^{\circ}10'35''$ West 803.99 feet to a point on a 370.88 foot radius curve (radius point bears North $18^{\circ}54'11''$ West), thence westerly 122.56 feet along the arc of said curve to a point of tangency with a 1808.83 foot radius curve to the left; thence westerly along the arc of said curve 257.69 feet; thence North $01^{\circ}15'00''$ West 63.00 feet; thence North $65^{\circ}45'00''$ East 130.27 feet; thence North $12^{\circ}04'20''$ West 112.564 feet to a point on a 340.00 foot radius curve (radius bears North $12^{\circ}04'20''$ West); thence westerly 115.55 feet along the arc of said curve; thence North $07^{\circ}20'00''$ East 54.70 feet; thence North $87^{\circ}34'00''$ East 64.44 feet; thence North $02^{\circ}26'00''$ West 120.00 feet; thence South $87^{\circ}34'00''$ West 85.00 feet; thence North $47^{\circ}26'00''$ West 38.46 feet; thence South $42^{\circ}00'00''$ West 87.00 feet; thence South $02^{\circ}26'00''$ East 25.00 feet; thence North $87^{\circ}34'00''$ East 13.00 feet; thence South $02^{\circ}26'00''$ East 25.00 feet; thence South $01^{\circ}58'15''$ West 33.37 feet; thence South $26^{\circ}29'00''$ West 24.00 feet to a point on a 300.00 foot radius curve to the right (radius bears $26^{\circ}29'00''$ West); thence northwesterly 122.188 feet along the arc of said curve, thence South $49^{\circ}49'16''$ West 133.00 feet; thence South $15^{\circ}04'40''$ East 170.04 feet to the point of beginning.

415 Barton Woods D

BK 4064 PG 1885

Club
House Area

Lakeview Terrace Condo #1 EXHIBIT B

PARCEL 1: BEGINNING AT A POINT SOUTH 87°24'5" EAST 855.26 FEET AND NORTH 5°16'25" WEST 317.28 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 1°58'15" EAST 33.37 FEET; THENCE NORTH 2°26' WEST 25 FEET; THENCE SOUTH 87°34' WEST 13 FEET; THENCE NORTH 2°26' WEST 25 FEET; THENCE NORTH 42°0' EAST 87 FEET; THENCE SOUTH 47°26' EAST 38.46 FEET; THENCE NORTH 87°34' EAST 85 FEET; THENCE SOUTH 2°26' EAST 120 FEET; THENCE SOUTH 87°34' WEST 64.44 FEET; THENCE SOUTH 7°20' WEST 30.70 FEET TO A POINT ON A 316 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 7°20' EAST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE 52.12 FEET TO THE POINT OF TANGENCY WITH A 276 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 46.726 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: THAT CERTAIN PROPERTY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 42°13'30" WEST 20.00 FEET AND SOUTH 02°12'30" EAST 17.68 FEET FROM THE NORTHEAST CORNER OF LOT 415, BARTON WOODS PLANNED UNIT DEVELOPMENT PLAT D AND RUNNING THENCE NORTH 87°47'30" EAST 5.00 FEET; THENCE SOUTH 02°12'30" EAST 7.33 FEET; THENCE SOUTH 87°47'30" WEST 5.00 FEET; THENCE NORTH 02°12'30" WEST 7.33 FEET TO THE POINT OF BEGINNING. TAX SERIAL NO.: 04-067-0060

PARCEL 2: BEGINNING AT THE NORTHEAST CORNER OF LOT 415, BARTON WOODS PLANNED UNIT DEVELOPMENT PLAT D AND RUNNING THENCE SOUTH 42°13'30" WEST 20.00 FEET ALONG THE EASTERLY LINE OF SAID LOT; THENCE NORTH 02°12'30" WEST 7.50 FEET; THENCE NORTH 42°13'30" EAST 15.56 FEET; THENCE SOUTH 37°52'50" EAST 5.32 FEET ALONG THE LOT LINE TO THE POINT OF BEGINNING. ALSO: BEGINNING AT A POINT WHICH IS NORTH 26°42'30" EAST 4.70 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 415, BARTON WOODS PLANNED UNIT DEVELOPMENT PLAT D AND RUNNING THENCE NORTH 02°11'48" EAST 50.62 FEET, THENCE NORTH 02°12'30" WEST 24.69 FEET, THENCE NORTH 87°47'30" EAST 8.00 FEET TO A CORNER OF SAID LOT, THENCE ALONG THE EASTERLY LINE OF SAID LOT THE FOLLOWING COURSES AND DISTANCES, SOUTH 02°12'30" EAST 25.00 FEET, SOUTH 02°11'48" WEST 33.37 FEET, THENCE SOUTH 26°42'30" WEST 19.30 FEET TO THE POINT OF BEGINNING.

04-135-0419,
04-067-0095

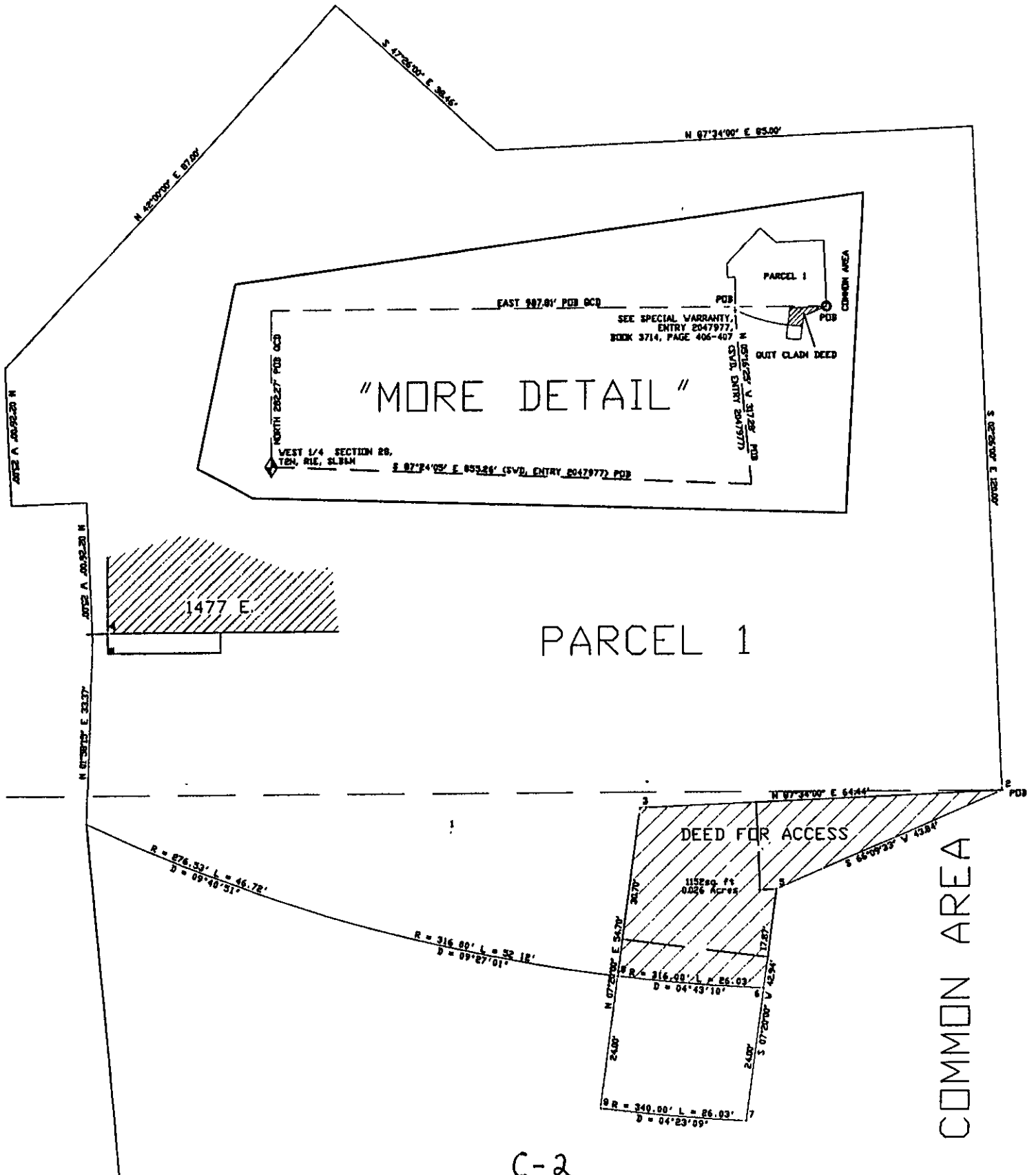
04-135-0418

EXHIBIT C

DEED FOR ACCESS:

(FROM COMMON AREA
TO PARCEL 1: SEE SPECIAL WARRANTY, ENTRY# 2047977, BOOK 3714, PAGE 406-407)

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF PARCEL 1, DESCRIBED IN SPECIAL WARRANTY DEED, ENTRY # 2047977, BOOK 3714, PAGE 406-407, 282.27' NORTH AND 987.81' EAST FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 66°09'33" W 43.84 FEET; THENCE S 07°20'00" W 17.87 FEET TO A POINT ON A 316.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS N 02°36'50" E); THENCE WESTERLY ALONG THE ARC OF SAID CURVE 26.03 FEET; THENCE THE NEXT TWO COURSES ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 N 07°20'00" E 30.70 FEET; THENCE N 87°34'00" 64.44 FEET TO THE POINT OF BEGINNING. CONTAINING 1152 SQFT.



ouse

BK 4064 PG 1888

Scale: 1"=20'

