

5-7095

Entry No.	16788	246788
REQUEST OF	UTAH TITLE & ABSTRACT	
FEE	50 ALAN SPRIGGS, SUMMIT CO. RECORDER	
\$	10	<i>[Signature]</i>
RECORDED	2-24-86	at 2:15 M

GRANT OF EASEMENT

This Grant of Easement is made this 21st day of February, 1986, by and between REED E. BROWN and THELMA P. BROWN, as joint tenants with rights of survivorship, of Hoytsville, Summit County, Utah, Grantors, and JOHN L. BERRIER and JEAN G. BERRIER, as joint tenants with full rights of survivorship, of 1020 South Hoytsville Road, Hoytsville, Utah, Grantees.

WHEREAS, Grantors are the owners of certain property located in Hoytsville, Summit County, Utah (hereinafter referred to as the "Main Parcel") and described more fully in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Grantors as of the date hereof are transferring to Grantees the Main Parcel; and

WHEREAS, a fence is presently constructed approximately ten feet south of the southern boundary of the Main Parcel; and

WHEREAS, Grantors have agreed to allow Grantees the use of the ten foot strip of property located south of the southerly boundary of the Main Parcel (hereinafter referred to as the "Adjacent Strip") and described more fully in Exhibit "B" attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the transfer of the Main Parcel by Grantors to Grantees, and other good and valuable consideration receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantors hereby convey and grant to Grantees, an exclusive easement on, over and under the Adjacent Strip (the "Easement") to be used by Grantees, or either of them, for the benefit of the Main Parcel, subject to all of the terms, covenants, conditions and restrictions hereinafter set forth.
2. Scope. This Easement shall include the right of Grantees to use and enjoy the improvements presently located upon the Adjacent Strip upon the terms and conditions outlined herein.
3. Structures. Grantees shall not, without the express written consent of Grantors, erect or place above or below ground any structure or buildings on the Adjacent Strip.

4. Insurance and Maintenance. Grantees shall be responsible during the term of this Easement for (i) maintaining adequate liability and property insurance coverage, and (ii) maintaining the Adjacent Strip in reasonably good order, repair and condition.

5. Term. The Easement granted hereby shall continue until the earlier to occur of the following events:

(a) The death of Grantees;

(b) The transfer of fee title to all or any part of the Main Parcel;

(c) Grantors, or their successors or assigns, shall cause the following to occur;

(i) relocation of the fence on the south boundary of the Adjacent Parcel to the south boundary of the Main Parcel,

(ii) construction of a retaining wall along the south boundary of the Main Parcel at a height equal to the grade level at the most southerly line of the Main Parcel, and

(iii) relocation of the sprinkling system on the Adjacent Parcel that is connected to the sprinkling system on the Main Parcel.

6. Nuisance. Grantees covenant and agree that they shall not create nor maintain any nuisance upon the easements granted herein, and that they shall not allow any such nuisance to be created or maintained by their licensees, invitees, agents or employees.

7. Attorneys Fees. In any action or proceeding between the parties hereto relating to the easements granted herein, the unsuccessful party shall pay all costs incurred by the prevailing party therein, including attorney's fees and court costs.

8. Successors and Assigns. The Easement granted herein shall not run with the land nor is it assignable or transferable.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTORS:

Reed E. Brown
REED E. BROWN

Thelma P. Brown
THELMA P. BROWN

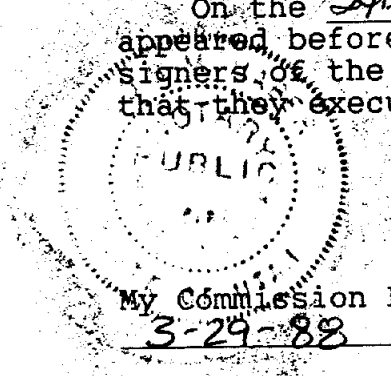
GRANTEES:

John L. Berrier
JOHN L. BERRIER

Jean G. Berrier
JEAN G. BERRIER

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

On the 24th day of February, 1986, personally appeared before me Reed E. Brown and Thelma P. Brown, the signers of the above instrument, who duly acknowledged to me that they executed the same.



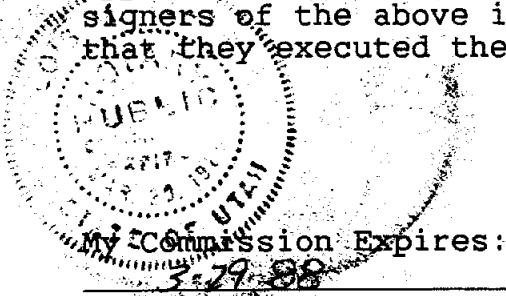
John L. Berrier
Notary Public
Residing at: SALT LAKE COUNTY UTAH

My Commission Expires:
3-29-88

BOOK 374 PAGE 441

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

On the 21st day of February, 1986, personally appeared before me John L. Berrier and Jean G. Berrier, the signers of the above instrument, who duly acknowledged to me that they executed the same.



John L. Berrier
Notary Public
Residing at: SALT LAKE COUNTY UTAH

BOOK 374 PAGE 142

EXHIBIT "A"

BEGINNING at a point which is South 87°00' West 49.50 feet and North 19°06' West 489.00 feet from the Southeast corner of the Southwest quarter of the Northeast quarter of Section 28, Township 2 North, Range 5 East, SLBM, and running thence South 79°36' West 149.51 feet thence North 19°06' West 118.21 feet, thence North 81°44' East 5.50 feet, thence North 79°36' East 144.05 feet; thence South 19°06' East 118.00 feet to the point of beginning.

ALSO 1 share Hoytsville Pipeline Company culinary water stock and 1/2 share of water stock of East Hoytsville Irrigation Company

BOOK 374 PAGE 443

EXHIBIT "B"

ADJACENT STRIP EASEMENT

Beginning at a point which is South 87°00' West 49.50 feet and North 19°06' West 489.00 feet from the Southeast corner of the Southwest quarter of the Northeast quarter of Section 28, Township 2 North Range 5 East, SLB&M, and running thence South 79°36' West 103.00 feet thence North 19°06' East 10.0 feet, thence North 79°36' East 103.00 feet, thence South 19°06' East 10.00 feet to the point of beginning.

SCM1970B

BOOK 374 PAGE 444