

5-7122

Entry No.	252193
REQUEST OF	UTAH TITLE & ABSTRACT
FEE	11.50 ALAN SPRIGGS, SUMMIT CO. RECORDER.
RECORDED	By <i>[Signature]</i> 6-3-86 at 2:23 M

GRANT OF EASEMENT

This Grant of Easement is made this 20th day of February, 1986, by and between KENNETH R. BROWN and SYDNA R. BROWN, of Salt Lake City, Utah, and BLAINE E. BROWN and ANN S. BROWN of Meridian, Idaho, 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, Grantees are purchasing certain property located in Hoytsville, Summit County, Utah (hereinafter referred to as the "Berrier parcel") more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Grantors are owners of property adjacent to the Berrier Parcel; and

WHEREAS, the only access to the westerly portion of the Berrier Parcel at the present time is over the property owned by Grantors.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants contained herein 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 a nonexclusive easement over that certain property described in Exhibit "B" attached hereto and incorporated herein, for purposes of ingress and egress for the benefit of the westerly portion of the Berrier Parcel (the "Easement"), subject to all the terms, covenants, conditions and restrictions hereinafter set forth.

2. Structures. Grantees shall not, without the express written consent of Grantors, erect or place above or below ground any structure or buildings on the property covered by the Easement.

3. Term. The Easement granted hereby shall continue until such time as an alternative right-of-way is made available to the Grantees by Grantors or by Reed E. Brown and Thelma P. Brown for access to said westerly portion of the Berrier Parcel.

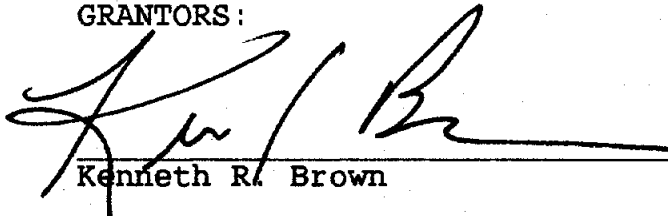
4. Nuisance. Grantees covenant and agree that they shall not create nor maintain any nuisance upon the Easement granted herein, and that they shall not allow any such nuisance to be created or maintained by their licensees, invitees, agents or employees.


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

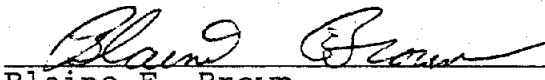
6. Successors and Assigns. The Easement granted herein shall run with the Berrier Parcel, and shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors and assigns, and all persons claiming under them, subject to the limitations contained herein.

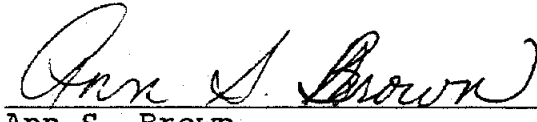
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTORS:


Kenneth R. Brown


Sydna R. Brown


Blaine E. Brown


Ann S. Brown

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GRANTEES:

John L. Berrier
JOHN L. BERRIER

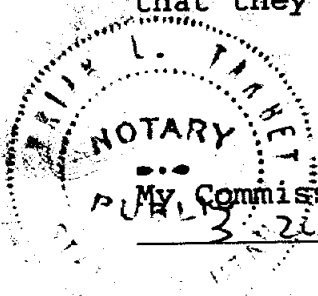
Jean G. Berrier
JEAN G. BERRIER

STATE OF UTAH)
COUNTY OF Davis) : ss.

On the 20TH day of February, 1986, personally appeared before me Kenneth R. Brown and Sydna R. Brown, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Sean L. Jahl

Notary Public
Residing at: Davis Co. UT

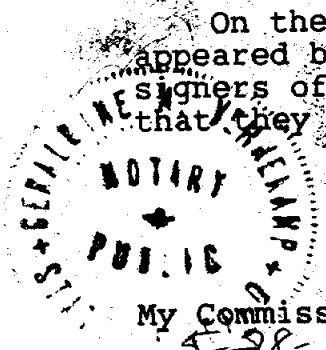


STATE OF IDAHO)
COUNTY OF Ida) : ss.

On the 12 day of March, 1986, personally appeared before me Blaine E. Brown and Ann S. Brown, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Geraldine M. Debechamp

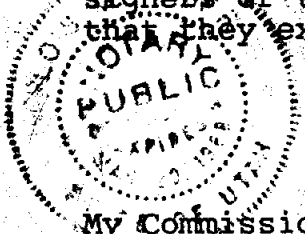
Notary Public
Residing at: Basin, Idaho



My Commission Expires:
5-28-86

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.



[Signature]
Notary Public
Residing at: SALT LAKE COUNTY UTAH

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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

EXHIBIT "B"

RIGHT OF WAY EASEMENT

Beginning at a point which is S87°00'W 49.50 feet and North 19°06'W 699.0 feet from the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 28, T2N, R5E, SLB&M and running thence S79°36'W 135.00 feet, thence S19°06'E 92.00 feet thence S79°36'W 9.05 feet, thence S 81°44'W 34.95 feet, thence N19°06'W 108.12 feet, thence N79°36'E 178.78 feet, thence S19°06'E 17.44 feet to the point of beginning.

SCM1970B

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