



\*W2786868\*

146972

When recorded return to:

PO Box 106  
Roy, UT 84067

E# 2786868 PG 1 OF 3  
Leann H. Kilts, WEBER COUNTY RECORDER  
06-Apr-16 0304 PM FEE \$14.00 DEP KL  
REC FOR: MOUNTAIN VIEW TITLE - OGDEN  
ELECTRONICALLY RECORDED

EASEMENT GRANT

For the sum of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned:

Thomas Kevin Andelin as Successor Trustee of the Dean Ray Stauffer Trust dated May 19, 2006  
and  
Nola L. Stauffer as Trustee of the Nola Lemon Stauffer Trust dated May 5, 2004

as Grantor, does hereby grant, convey and transfer unto :

Val J. Sanders and Jacki D. Sanders, husband and wife

as Grantee, a **PERPETUAL** and an **EXCLUSIVE** easement estate, for the purposes stated herein, on, over and beneath the following real property, Easement Estate, subject to the terms, conditions and limitations expressed herein. The real property is located in the County of Weber, State of Utah and is more particularly described as:

A part of the Northeast Quarter of Section 33, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning 55 rods East of the Northwest corner of said quarter section and running thence South 871.20 feet; thence West 90.00 feet; thence South 950.00 feet, more or less, to the North line of real property conveyed by Grantor to Grantee; thence West along the North Line of said property conveyed by Grantor to Grantee, 10.00 feet; thence North 950.00 feet, more or less, to the Southwest corner of Weber County, State of Utah, Tax Parcel Number 15-088-0018, as constituted as of the date of this agreement; thence North 10.00 feet; thence East 90.00 feet; thence North 871.2 feet; thence East 10.00 feet to the point of beginning. Less and excepting any portion of said real property lying with 2550 South Street.

pt. 15-088-0010 ✓  
pt. 15-088-0018 ✓ CM

Easement is specifically granted for the following:

Right of ingress and egress in and to the Grantee, its legal and lawful assigns, for vehicular and pedestrian traffic over and across the real property described herein described herein, to maintain, repair, access to and use of, the existing irrigation ditch to irrigate the real property owned by Grantee, including the use of any and all equipment necessary to use the irrigation water, such as the "Headgate".

This grant is subject to and predicated upon the following terms, conditions and limitations:

1. No buildings will be constructed on "The Easement Estate" by either the Grantor or the Grantee.
2. "The Easement Estate" will not be used as a place to park vehicles, equipment or machinery owned by the Grantor or the Grantee.
3. The general maintenance of "The Easement Estate" will be the obligation and will consist on regular maintenance to insure the free flow of irrigating water, including but not limited to cleaning of the ditch, fortifying ditch banks, repair of ditch banks and other items to eliminate leaks or flooding.
4. Damage to "The Easement Estate" will be the responsibility of the offending party to pay. The Grantor and the Grantee will be responsible for the acts of their guests, invitees, agents or family. Damage will be repaired in a timely manner and in a manner which would not adversely effect the use of "The Easement Estate".
5. This grant does not create any equitable or fee interest in "The Easement Estate" in favor of the Grantee.

This grant shall inure to the benefit of the Grantor and Grantee, their guests, devisees, invitees and assigns and shall constitute a covenant running with the land for the benefit or burden of the Grantor and the Grantee. "The Easement Estate" may be modified, altered or more specifically defined from time to time only by the express written consent and agreement entered into by and between the Grantor and the Grantee.

In the event of any default or violation of the terms and conditions of this grant, by either Grantor or Grantee, it is understood that the offended party shall be entitled to reimbursement of any and all costs and fees required to perfect this agreement, including but not limited to the payment of attorneys fees and court costs. The undersigned have reviewed the contents of this agreement, its terms and conditions and agree to be bound by the same. This agreement may be executed in counterparts which when all counterparts are assembled shall constitute a legal document under the laws of the State of Utah.

*Thomas Kevin Andelin* Successor Trustee 4/1/2016  
 \_\_\_\_\_ Date  
 Thomas Kevin Andelin Successor Trustee  
 of The Dean Ray Stauffer Trust dated May 19, 2006

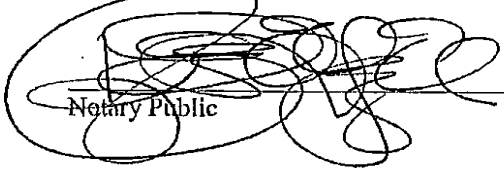
*Nola L. Stauffer* / trustee 3/30/16  
 \_\_\_\_\_ Date  
 Nola L. Stauffer as Trustee of the Nola Lemon  
 Stauffer Trust dated May 9, 2005  
 Grantors

*Val J. Sanders* \_\_\_\_\_ 3/30/16  
 \_\_\_\_\_ Date  
 Val J. Sanders

*Jack D. Sanders* \_\_\_\_\_ 3/30/16  
 \_\_\_\_\_ Date  
 Jack D. Sanders  
 Grantee

State of Utah  
County of Weber

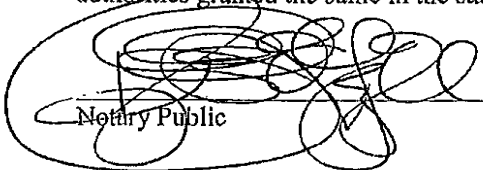
On this the 30 day of March 2016, personally appeared before me, Thomas Kevin Andelin of the Dean Ray Stauffer Trust dated May 19 2006, the signer of this document who duly acknowledged to me that this document was executed by the same in the capacity stated and in accordance with the authorities granted the same in the stated trust documents.

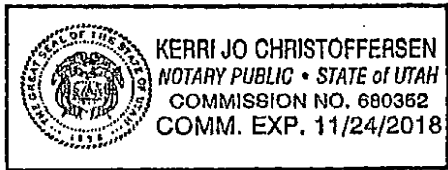
  
Notary Public



State of Utah  
County of Weber

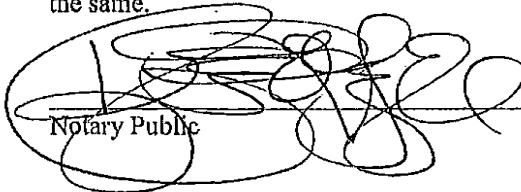
On this the 30 day of March 2016, personally appeared before me, Nola L. Stauffer as Trustee of the Nola Lemon Stauffer Trust dated May 5, 2004, the signer of this document who duly acknowledged to me that this document was executed by the same in the capacity stated and in accordance with the authorities granted the same in the stated trust documents.

  
Notary Public



State of Utah  
County of Weber

On this the 30 day of March 2016, personally appeared before me, Val J. Sanders and Jacki D. Sanders, the signers of this document who duly acknowledged to me that this document was executed by the same.

  
Notary Public

