

When Recorded Return Original To:

City Department of Transportation  
450 1st Street, 2nd Floor, Salt Lake City, UT 84143  
Salt Lake City, UT 84143

### **ASSIGNMENT OF EASEMENT AND EASEMENT AGREEMENT**

This Assignment of Easement and Easement Agreement is entered between BRK&H, LLC, a Utah Limited Liability Company, ("Assignor") and the Utah Department of Transportation ("UDOT, Assignee") pertaining to the following facts:

1. BRK&H, LLC acquired various rights pursuant to an Easement and Easement Agreement where it was Grantee and Stockton View, LLC was Grantor, said document having been recorded in the office of the Tooele County Recorder on March 20, 2007 as entry 280473.
2. The Easement and Easement Agreement provided access to a parcel of real property. A portion of that property is being conveyed to UDOT by its present owners Jay Harwood and Val Staker pursuant to a Quit-Claim Deed.
3. As provided for in the Easement and Easement Agreement, BRK&H, LLC was granted a non-exclusive easement for ingress and egress across the designated easement parcel which is situated in Tooele County, State of Utah, and more particularly described as follows:

A Thirty (30.00) foot wide Easement for Ingress and Egress, located along the easterly boundary of Lot 13, Stockton West Subdivision (tax parcel 12-027-0-0013) measured perpendicularly and westerly from said east boundary, said east boundary being more particularly described as follows:

Located in the Southeast Quarter of Section 24, Township 4 South Range 5 West, Salt Lake Base and Meridian, Town of Stockton, Tooele County, Utah, Beginning at the Northeast Corner of Lot 13, Stockton West Subdivision recorded May 27, 1997, as Entry Number 97137, in Book 459, at page 166 of the Tooele County Records, along the easterly boundary of said Lot 13, being coincident with the westerly line of a railroad right of way; Thence South 12°47'28" East 632.22 feet to the Northerly line of a 80.00 foot wide county road, said point being the Southeast Corner of said Lot 13.

NOW THEREFORE and in consideration for the payment of \$10.00 and other good and valuable consideration the parties agree as follows:

4. The foregoing representations contained in Paragraphs 1-3 are incorporated herein by reference.

5. BRK&H, LLC hereby assigns a portion of its interest in the Easement and Easement Agreement to Utah Department of Transportation to provide access to the 28 acre parcel which is being conveyed to UDOT by Val Staker and Jay Harwood, a copy of said Quit-Claim Deed is attached as Exhibit "A".

6. UDOT accepts all rights and benefits of the Grantee of the Easement and Easement Agreement and be burdened by all the conditions, restrictions and covenants of the Easement and Easement Agreement above referenced by virtue of its acquiring the 28 acre portion of the property that secured access by the Easement and Easement Agreement.

7. It is acknowledged that the easement is non-exclusive.

8. UDOT agrees that this assignment provides suitable access for the property that it is acquiring pursuant to Exhibit "A" attached hereto and acknowledges that this is the only access provided as part of the purchase of the property described on Exhibit "A."

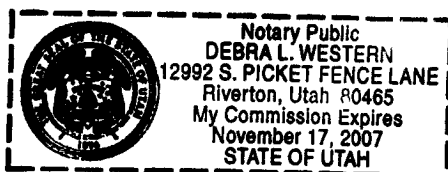
9. UDOT agrees to pay its proportional share of all costs and expenses required for maintenance or other expenses necessary to maintain the easement and meet easement agreement. UDOT acknowledges that its 28 acres is a portion of the total of a 54 acre parcel for which the Easement and Easement Agreement, and its proportionate share of expenses will therefore be 52%.

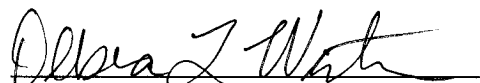
DATED this 20 day of Nov 2007.

  
Jay Harwood  
Manager of BRK&H, LLC

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

The foregoing ASSIGNMENT OF EASEMENT AND EASEMENT AGREEMENT was SUBSCRIBED AND SWORN before me this 26<sup>th</sup> day of July 2007, by Jay Harwood, who represented he is the Manager of BRK&H, LLC and was empowered and authorized to execute this document on its behalf.



  
Notary Public

DATED this 1st day of August 2007.

[Signature]

Utah Department of Transportation

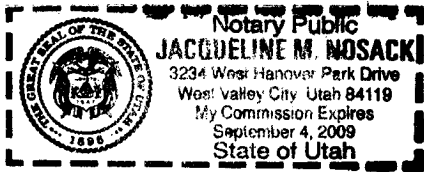
By LYLE D. McMILLAN its RIGHT OF WAY DIRECTOR

STATE OF UTAH )

:SS.

COUNTY OF SALT LAKE )

The foregoing ASSIGNMENT OF EASEMENT AND EASEMENT AGREEMENT was SUBSCRIBED AND SWORN before me this 1st day of August 2007, by Lyle D. McMillan, who represented (s)he is the Right of Way Director of Utah Department of Transportation and was empowered and authorized to execute this document on its behalf.



Jacqueline M. Nosack  
Notary Public