

WHEN RECORDED MAIL TO: Gwynne Milne  
1325 MILNE LANE  
MIDVALE UT 84047

*gm*

5200748  
19 FEBRUARY 92 10:42 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE WEST  
REC BY: SHARON WEST, DEPUTY

Easement Agreement for Lot 1/6 McCormick  
February 12, 1992

TW 4292

5200748

*gm* This agreement between Development West Inc. or assigns, hereinafter referred to as Buyer, and Gwynne Milne hereinafter referred to as Seller shall be recorded upon the closing of Lot 3 1/6 McCormick Way, sidwell # 22-28-153-016. *gm*

Buyer, hereby grants to Seller an easement for a water line to connect Seller's home, located at 1325 E. Milne Lane, to existing water on McCormick Way. Said water line shall be installed, maintained and property returned to it's original condition at the scle cost and expense of Seller. Said water line shall be installed at the same time connections are made for the home to be constructed on lot. If said water line is not installed and connected at the time of connection for the new home then said water line easement is then unconditionally rescinded. Any installation of water line shall be installed and approved according to the laws and ordinances within the governing municipality. Easement shall run within the same parameters as the existing Mountain Fuel easement.

Buyer also grants to Seller a 30" (thirty inch) easement for the construction of a path and fence connecting Seller's home to McCormick Way. Seller shall construct the path with materials acceptable to Buyer. Seller shall also construct within the 30" inch path a fence separating path from existing lot. Both path and fence are to be installed and maintained at the sole cost and expense of the Seller. Both path and fence must be completed and accepted by Buyer within 30 days from completion of construction. Any and all liability associated with the use, construction and maintenance of said path shall also be the sole responsibility of Seller. Exact location of path and fence shall be determined by Buyer. If path and fence are not completed within this time frame then Buyer unconditionally rescinds any and all easements and rights connected with this path easement. ~~This easement runs solely to Seller only. Upon the sale, transfer, conveyance or other type of ownership change from Seller's current primary residence then the path easement shall be immediately rescinded by the Buyer.~~ *gm*

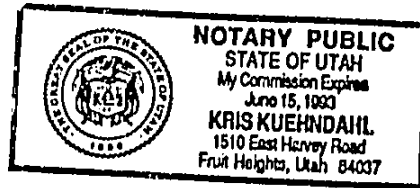
- 1) FENCE TO BE CONSTRUCTED OF 4 INCH BY 4 INCH CEDAR OR LIKE MATERIAL. FENCING TO BE 1 INCH BY 6 INCH CEDAR OR LIKE MATERIAL.
- 2) FENCE TO EXTEND TO THE FRONT OF THE HOUSE ONLY.
- 3) PATH TO BE CONSTRUCTED OF BRICK OR ASPHALT.
- 4) PATH AND FENCE TO BE DEEDED TO GWYNNE MILNE OR ASSIGNS UPON COMPLETION AND ACCEPTANCE OF PATH AND FENCE BY BUYER.
- 5) SAID ACCEPTANCE OF BUYER SHALL NOT BE UNREASONABLY WITHHELD.

*gm*  
BUYER DEVELOPMENT WEST, INC. or  
Assigns

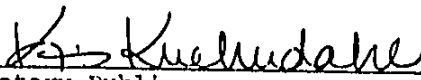
*Gwynne Milne*  
SELLER GWYNNE MILNE

BK 64 | 2P60 | 09

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )



On the 14th day of February, A.D. 1992, personally appeared before me  
D. GREGORY HALES, VICE PRESIDENT OF DEVELOPMENT WEST, INC. and GWYNNE MILNE  
the signers of the within instrument, who duly acknowledged to me that  
they executed the same.

  
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Notary Public  
Residing at: Davis County

My Commission Expires: June 15, 1993

TW 4.2.92

BK6412PC0110