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00528622 Bk01224 Pg00259-00263

ALAN SFRIGGS, SUMMIT CO RECORDER
1999 JAN 27 11:37 AM FEE \$20.00 BY DMG
REQUEST: SUSAN M CRYSTAL

GRANT OF RIGHT-OF-WAY EASEMENT

AUDREY G. GODFREY and GERALD GODFREY, grantors, of Kamas City, Utah, do hereby convey and warrant to **ARNOLD J. CRYSTAL, CHRISTINE B. CRYSTAL, TANYA CRYSTAL and KIRK A. CRYSTAL**, of Kamas City, Utah, grantees, as joint tenants, for good and valuable consideration, a perpetual right-of-way easement for the purpose of ingress and egress over and across grantors' following described property located in Summit County, State of Utah:

Beginning at the Northwest Corner of Block 54, Kamas Townsite Survey; and running thence North 50.5 feet; thence East 82.33 feet; thence South 50.5 feet; thence West 82.33 feet to the point of beginning.

Said easement shall be twenty (20) feet in width and is more particularly described as follows:

Beginning at a point North 30.5 feet from the Northwest Corner of Block 54, Kamas Townsite Survey; and thence running North 20 feet; thence East 82.33 feet; thence South 20 feet; thence West 82.33 feet to the point of beginning.

Said easement shall be appurtenant to and serve the following described property in Summit County:

Beginning at a point North 50.5 feet and East 164.66 feet from the Northwest Corner of Block 54, Kamas Townsite Survey; and running thence East 82.33 feet; thence South 50.5 feet; thence West 82.33 feet; thence North 50.5 feet to the point of beginning.

The easement granted herein shall be used for no other purpose by grantees except for right-of-way purposes, and grantors shall otherwise have the right to fully use and enjoy grantors' property.

Grantees hereby agree to indemnify and hold harmless grantors, against all loss, damage, liability, expense, claims and demands of whatsoever character, direct or indirect or inconsequential, including injury to persons, damage to property, whether to or in the custody or possession of grantors or any other person(s), whether on the property of grantors or elsewhere, which is caused by the use of said easement right by grantees, their

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agents, employees, guests, invitees, successors or assigns, excepting only therefrom that which is caused by the intentional and wrongful act of grantors, their successors or assigns.

Grantees shall maintain the easement and any necessary facilities placed thereon in a first-class manner, at no expense whatsoever to grantors; and grantees shall immediately repair, replace and restore to at least preexisting condition any area upon grantors' property which is or has been excavated, graded, removed, disrupted or otherwise damaged by grantees pursuant to the exercise of grantees' easement rights herein.

The benefit and burden of this easement shall run with the land, and shall be binding upon and inure to the heirs, successors and assigns of grantors and grantees.

In the event of breach or default of the terms, conditions or covenants hereof, that either party may pursue any legal or equitable remedy available under law, and that the party in default or breach hereof shall pay costs and attorney's fees incurred by the non-defaulting party in connection with the enforcement hereof, whether or not judgment is rendered thereon.

IN WITNESS WHEREOF, the grantors and grantees have executed this agreement on this 18th day of Nov, 1997 at Kamas, Utah.

GRANTORS:

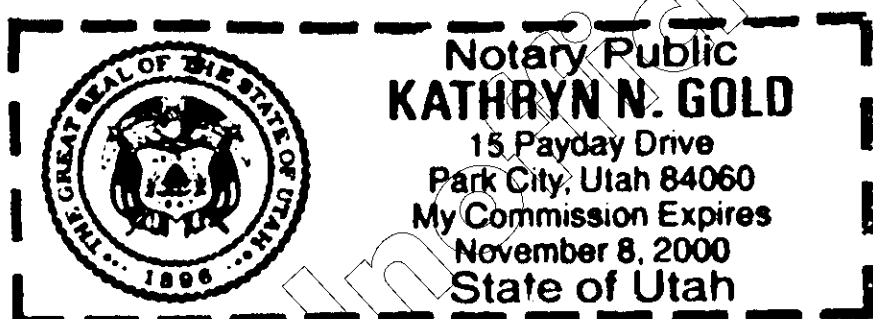
Audrey Godfrey
Audrey Godfrey
Gerald Godfrey
Gerald Godfrey

GRANTEES:

Arnold Crystal
Arnold J. Crystal
Christine B. Crystal
Christine B. Crystal
Tanya Crystal
Tanya Crystal
Kirk A. Crystal
Kirk A. Crystal

STATE OF UTAH)
: ss.
County of Summit)

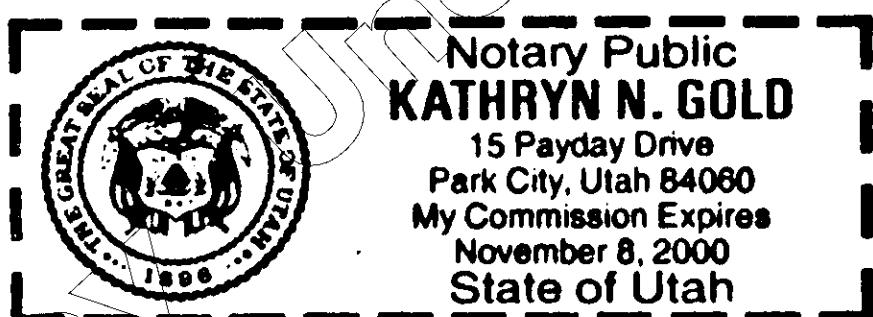
On this 18th day of Nov, 1997, personally appeared before me Arnold J. Crystal, the signer of the foregoing instrument, who duly acknowledged that he executed the same.



Kathryn N. Gold
NOTARY PUBLIC
Residing at: Park City UT
My Commission Expires: 11-8-2000

STATE OF UTAH)
: ss.
County of Summit)

On this 18th day of Nov, 1997, personally appeared before me Christine B. Crystal, the signer of the foregoing instrument, who duly acknowledged that she executed the same.

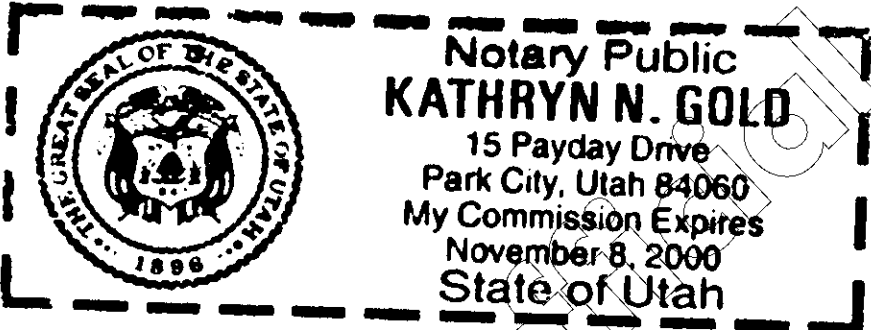


Kathryn N. Gold
NOTARY PUBLIC
Residing at: Park City UT
My Commission Expires: 11-8-2000

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STATE OF UTAH)
 : ss.
County of Summit)

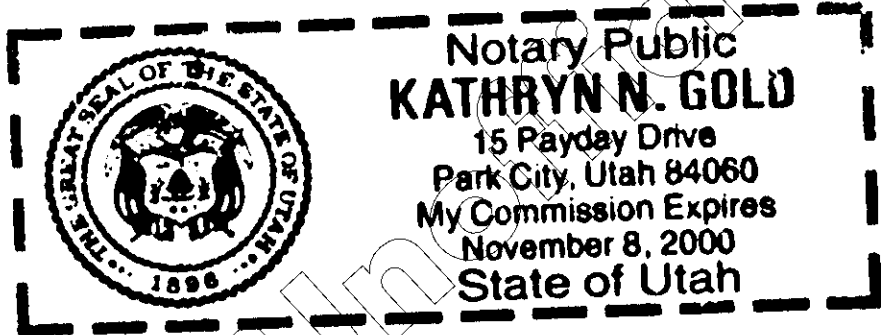
On this 18th day of Nov, 1997, personally appeared before me Tanya Crystal, the signer of the foregoing instrument, who duly acknowledged that she executed the same.



Kathryn N. Gold
NOTARY PUBLIC
Residing at: Park City, UT
My Commission Expires: 11-8-2000

STATE OF UTAH)
 : ss.
County of Summit)

On this 18th day of Nov, 1997, personally appeared before me Kirk A. Crystal, the signer of the foregoing instrument, who duly acknowledged that he executed the same.

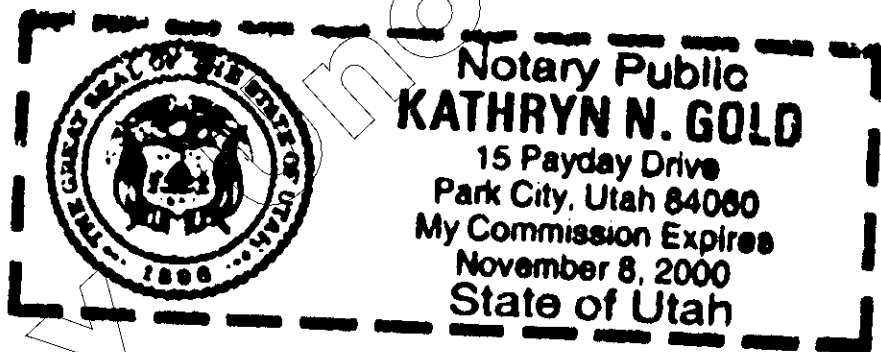


Kathryn N. Gold
NOTARY PUBLIC
Residing at: Park City, UT
My Commission Expires: 11-8-2000

STATE OF UTAH)
 : ss.
County of Summit)

On this 18th day of Nov, 1997, personally appeared before me Audrey G. Godfrey, the signer of the foregoing instrument, who duly acknowledged that she executed the same.

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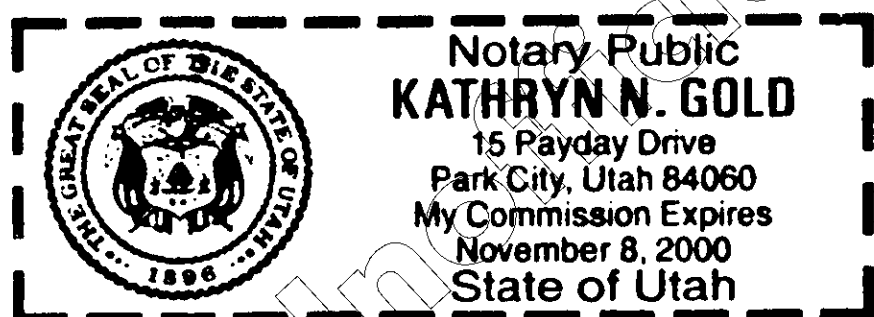
Kathryn N. Gold
NOTARY PUBLIC
Residing at: Park City, UT
My Commission Expires: 11-8-2000

STATE OF UTAH)

: ss.

County of Summit

On this 18th day of Nov, 1997, personally appeared before me Gerald Godfrey, the signer of the foregoing instrument, who duly acknowledged that he executed the same.



Kathryn N. Gold
NOTARY PUBLIC
Residing at: *Park City UT*
My Commission Expires: *11-8-2000*

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