

When Recorded:  
Eric Jacobsen  
4764 Sagebrush Rd.  
Park City UT 84098

## EASEMENT

**LARRY D. WAGSTAFF AND MARY S. WAGSTAFF, husband and wife, JEANETTE WAGSTAFF, and AMY WAGSTAFF**, whose address is 10352 Highway 150 South, Evanston, Wyoming 82930, Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, hereby grant and convey to **EEJ REAL ESTATE, LLC**, a Utah limited liability company, whose address is 4764 Sagebrush Road, Park City, Utah 84098, Grantee, its successors and assigns, a non-exclusive easement (hereinafter the "Easement") over and across that certain real property located in Summit County, State of Utah and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Burdened Property"). The Easement shall be for the benefit of and appurtenant to that certain real property located in Summit County, State of Utah and more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter the "Benefitted Property"). The Easement shall be for the purpose of laying, constructing, maintaining, operating, repairing, and renewing an access roadway and appurtenances through and over the Burdened Property in order to provide Grantee, Grantee's successors and assigns, and their respective invitees, agents, tenants, servants, visitors, and licensees (hereinafter collectively "Permittees") with (1) equestrian, pedestrian and vehicular ingress to and egress from the Benefitted Property for agricultural purposes and for a total of up to four (4) single family dwellings or recreational homes, and (2) ingress to an egress from the Benefitted Property for livestock. No work shall be done in connection with the construction, maintenance, or repair of the foregoing roadway and appurtenances without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

The Easement is non-exclusive and Grantors reserve unto themselves and their heirs, successors and assigns, the right to use and enjoy the Burdened Property at any and all times, including the right to construct and to maintain pipelines and telephone, telegraph and electric power poles and wire lines, over, under and across (but in such a way as will not unreasonably interfere with) said Easement.

The grant of the easement herein made is subject to all rights of the owners of the mineral estate upon which it is located and on the express condition that Grantors, their successors and assigns, shall not be liable to Grantee, its successors or assigns, for any damage occurring to the Grantee or for any other damage whatsoever occasioned by subsidence of the surface of said lands as a result of mining underneath the same or resulting in any other way from the removal of coal or any other minerals in or underlying the Burdened Property.

The Easement and other rights herein granted to Grantee are appurtenances to the Benefitted Property and may not be transferred, assigned, conveyed or encumbered except as an appurtenance to the Benefitted Property. The Benefitted Property shall constitute the dominant estate and the Burdened Property shall constitute the burdened estate.

The Easement and other rights herein granted to Grantee are in addition to the rights granted under that certain Warranty Deed dated March 12, 1970, in which David Wagstaff and Amy Wagstaff appear as grantor and Joseph Pierce and Stella Pierce appear as grantee, which Warranty Deed was recorded in the office of the County Recorder of Summit County, State of Utah on March 13, 1970 as Entry No. 110725, in Book M25, at Pages 208, et seq. (hereinafter the "Warranty Deed"). Neither the Easement nor the other rights herein granted to Grantee shall be merged into or replace any of the rights granted under the Warranty Deed.

Grantee, for itself, its successors or assigns, by the acceptance of this easement, agrees to indemnify and hold harmless Grantors, their heirs, successors or assigns, against and from any and all liability, loss, damage, claims, demands, actions, cause of action, costs and expenses of whatsoever nature, including Court costs and attorney's fees, which may result from property damage and personal injury to or death of persons whomsoever, when such personal injury, death, loss, destruction, or damage, grows out of or arises in a way whatsoever from, or arises because of, the use of the Easement by Grantee, except to the extent caused by the gross negligence or intentional act of Grantors or of their employees or agents.

00595883 Bk01388 Pg01207-01210

ALAN SPRIGGS, SUMMIT CO RECORDER  
2001 AUG 16 14:58 PM FEE \$20.00 BY DNG  
REQUEST: FOUNDERS TITLE CO

WITNESS our hands this 13<sup>th</sup> day of August, 2001.

Jeanette Wagstaff  
Jeanette Wagstaff

Larry D. Wagstaff  
Larry D. Wagstaff

Amy Wagstaff  
Amy Wagstaff

Mary S. Wagstaff  
Mary S. Wagstaff

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF UINTA )

ACKNOWLEDGED to before me this 13<sup>th</sup> day of August, 2001, by Larry D. Wagstaff, Mary S. Wagstaff, husband and wife, Jeanette Wagstaff and Amy Wagstaff.

WITNESS my hand and official seal.

Marykim Bateman  
Notary Public

My Commission Expires:



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**Exhibit "A"**

An easement across the SW 1/4 SW 1/4 of Section 6, T2N, R11E, S.L.B.&M., Summit County, Utah, said easement being 60.00 feet wide, 30.00 feet on each side of the following described centerline:

**BEGINNING** at a point on the West line of said Section 6, N 00°03'00" W, 853.75 feet from the Southwest corner thereof;  
thence S 68°23'17" E, 130.02 feet;  
thence S 76°19'47" E, 261.22 feet;  
thence S 66°04'48" E, 709.51 feet;  
thence S 56°08'44" E, 190.41 feet;  
thence S 05°37'54" E, 60.21 feet;  
thence S 16°55'05" W, 42.07 feet to the **POINT OF ENDING** at the North Slope Road, said point of ending also lying N 77°58'21" E, 1200.68 feet from the Southwest corner of said Section 6.

Said easement being 1393.44 feet, more or less, in length.

SS-2067-A

**Exhibit "B"**

That certain real property located in Summit County, State of Utah, and more particularly described as follows:

Township 3 North, Range 10 East, Salt Lake Base and Meridian:

Section 35: All                   SS-2141  
Section 36: W1/2W1/2       SS-2162-A

Township 2 North, Range 10 East, Salt Lake Base and Meridian:

Section 2: All   SS-2039

EXCEPTING therefrom part of the W1/2 of said Section 2 described as follows: Commencing at the South Quarter Section Corner of said section and running thence West 40 chains; thence North 80 chains, more or less, to the Northwest corner of Section 2; thence Southeasterly to the point of beginning.

Section 11:   SS-2050-A

Beginning at the North Quarter Section Corner of Section 11; thence East 40 chains; thence South 40 chains; thence West 20 chains; thence North 20 chains; thence West 10 chains; thence Northwesterly 22 chains, more or less, to the point of beginning.