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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LEGAL TITLE  
REC BY: W ZELAYA DEPUTY - WI

7326743

A. Elden and Vivian G. Ball  
4390 South Butternut Road  
Salt Lake City, Utah 84124

Easement From Doxey Layton to Elden Balls  
File No. 09875

*Easement*

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DAVID W. DOXEY, GRAHAM W. DOXEY and ROGER W. DOXEY, TRUSTEES (collectively "*Doxey*"), whose address is c/o David W. Doxey, 1434 Roxbury Road, Salt Lake City, Utah 84108, and RICHARD H. THORNTON, TRUSTEE ("*Layton*"), whose address is 2040 Laird Drive, Salt Lake City, Utah 84108, hereby *quitclaim* to A. ELDEN BALL and VIVIAN G. BALL, individuals whose address is 4390 South Butternut Road, Salt Lake City, Utah 84124 (collectively the "*Balls*"), a nonexclusive easement upon, over, under and across the following parcels of real property (the "*Burdened Property*") that are located in Salt Lake County, Utah:

*"Doxey Property":*

BEGINNING at a point North 0°47'30" West along the quarter section line 497.61 feet and South 55°15'30" East 141.28 feet from the center of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 0°47'30" West 109.62 feet; thence North 23°28' East 137.22 feet; thence South 74°30' East 158.62 feet; thence South 0°47'30" East 156.22 feet; thence North 68°28' West 95.39 feet; thence South 9°10' West 82.19 feet; thence South 34°46' East 66.80 feet; thence North 72°03' East 68.16 feet; thence South 0°47'30" East 103.00 feet; thence North 55°15'30" West 256.38 feet to the point of beginning

*"Layton Property":*

BEGINNING at a point North 0°47'30" West along the quarter section line 497.61 feet from the center of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian and running thence North 0°47'30" West along said quarter section line 235.39 feet; thence South 59°57'30" East 125.00 feet; thence South 74°30' East 66.70 feet; thence South 23°28' West 137.22 feet; thence South 0°47'30" East 109.62 feet; thence North 55°15'30" West 141.28 feet to the point of beginning

for the purposes of providing the following to the "*Ball Property*" described below: (1) ingress and egress by vehicular and pedestrian traffic (the "*Access Easement*"); and (2) the installation, operation, maintenance, repair, relocation, replacement and removal of utility lines, systems and

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structures, including, but not limited to, water mains and lines, storm and sanitary sewer lines, telephone lines, electrical conduits or systems and other private utilities (collectively the "Utility Lines") (the "Utility Easement"). The Ball Property is the following parcel of real property (the "Ball Property") that is located in Salt Lake County, Utah and that is owned by the Balls:

Ball Property:

See legal description on exhibit A that is attached hereto and that is incorporated herein by reference.

Doxey hereby *quitclaims* to Layton a nonexclusive easement upon, over, under and across the Doxey Property for the purposes of providing an Access Easement and a Utility Easement for the benefit of the Layton Property.

The Doxey Property and the Layton Property (in relation to the Ball Property) and the Doxey Property (in relation to the Layton Property) comprise the "*Burdened Property*." The Ball Property (in relation to the Doxey Property and the Layton Property) and the Layton Property (in relation to the Doxey Property) comprise the "*Benefited Property*." The Access Easement and the Utility Easement that burden the Burdened Property and that benefit the Benefited Property collectively comprise the "*Easement*." The Easement is subject to the following terms and conditions:

1 *Benefited Property.* The Easement is appurtenant to and shall benefit the Benefited Property and may not be transferred, assigned or encumbered except as an appurtenance thereto. The Benefited Property shall constitute the dominant estate, and the Burdened Property shall constitute the servient estate.

2 *Character of Easement.* The Easement (a) shall bind every person having any fee, leasehold or other interest in any portion of the Burdened Property at any time or from time to time; and (b) shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns and their respective tenants and subtenants.

3. *Location of Burdened Property.* Notwithstanding anything to the contrary set forth in this instrument (except for the provisions of section 3.3 below, which will prevail in the event of conflict), at all times the Burdened Property shall be limited to a 14-foot wide strip that provides access for an Access Easement and a Utility Easement to the Benefited Property from the road that presently is located adjacent to the east end of the Doxey Property. The precise location of the Burdened Property from time to time shall be reasonably designated by the owners of fee simple title to the Doxey Property and the Layton Property. At any time, the owner of Burdened Property may designate the exact location of the Burdened Property by recording a written instrument that identifies the location and that refers to this instrument; in that event, no other portion of the Doxey Property or the Layton Property shall be subject to the burden of an Easement, unless the Easement is later relocated pursuant to the provisions of this instrument. In addition:

3.1. *Existing Location.* As of the date of this instrument, the Burdened Property comprises a road that is located at the top of a slope that drops into the south fork of Big

Cottonwood Creek. The Balls have run a water line and/or telephone line under that road in order to provide service to the Ball Property.

3.2. *Relocation of Burdened Property.* From time to time, the owner of Burdened Property may relocate the portion of Burdened Property located on that owner's property to another portion of the Doxey Property and/or the Layton Property owned by that owner (or to property of that owner adjacent to the Doxey Property or the Layton Property) (the "*Replacement Burdened Property*") in order to meet reasonable development needs of that owner on the Burdened Property. Any such relocation must provide reasonable alternative access and shall be subject to the following terms and conditions:

3.2.1. *Location.* If there are different owners of Burdened Property, then those owners must coordinate the location of the Replacement Burdened Property so that the different portions of the Replacement Burdened Property across the Doxey Property and the Layton Property are adjacent and continuous. The width of the Replacement Burdened Property shall be 14 feet; provided, however, that portions of the Replacement Burdened Property may be narrower than the original width if (a) the configuration of improvements to the Burdened Property requires; (b) the width is still reasonably sufficient for surface access and the installation, maintenance, relocation and removal of Utility Lines; and (c) the owner of the Benefited Property gives its approval, which approval shall not be withheld unreasonably.

3.2.2. *Alternative Accesses.* If one or more functions of an Easement can be reasonably provided in whole or in part through use of a public, dedicated road or by alternative access provided by (and at the expense of) the owner of Burdened Property, then at the request of that owner such Burdened Property shall be replaced by the public road or alternative access. In that case, the owner of the Burdened Property shall bear the expense of providing the alternative access in accordance with section 3.2.3 of this instrument, and the owner of the Benefited Property shall execute necessary instruments in order to terminate or reduce the burden of the Easement on the Burdened Property. Without limiting the generality of the foregoing, the common area located on the east boundary of Pine Lodge Subdivision, a subdivision located in Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Salt Lake County, Utah may be used for such access to the extent legally permissible.

3.2.3. *Costs of Relocation.* Once the owner of Benefited Property has installed a Utility Line or a road on Burdened Property, then the owner of Burdened Property causing the relocation of an Easement to Replacement Burdened Property shall relocate the Utility Line or road from the Burdened Property to the Replacement Burdened Property at the owner's expense.

3.3. *Division of Burdened Property.* In its sole discretion, an owner of Burdened Property may divide the Burdened Property into different locations, one location to provide for the Utility Easement and the other to provide for the Access Easement. In this case, the owner of the Benefited Property may only obtain vehicular and pedestrian access to the Benefited Property over the Access Easement and not the Utility Easement. Each Easement must comply with all requirements of this instrument, including the width and location of the Easement.


3.4. *Coordination of Easement between Ball Property and Layton Property.* The Layton Property is located between the Doxey Property and the Ball Property. Therefore, the location and relocation of any Burdened Property across the Doxey Property and the Layton Property must be coordinated so as to provide reasonable, continuous access across both parcels.

4. *Installation and Maintenance of Utility Lines.* All Utility Lines placed on Burdened Property pursuant to the Utility Easement shall be installed and maintained below ground level, except for ground-mounted transformers and such other similar facilities as are required to be above ground by the utility providing the service. Each Utility Line installed on Burdened Property must of a sufficient depth that will avoid damage to the Utility Line from reasonable surface use of the Burdened Property and from freezing. In installing, maintaining, relocating or removing any Utility Line, the person performing the work shall, at the person's sole expense and without the imposition of any mechanics' or materialmen's liens: (a) pay all costs in taking the action; (b) make a reasonable effort to avoid removing or damaging trees or other vegetation (especially mature trees); and (c) restore the surface of the Burdened Property and surrounding property to the approximate condition in which it existed prior to the date of the action (including any necessary grading, removal of large rocks and re-seeding). After a Utility Line has been installed, the owners of Benefited Property that have improvements connected to the Utility Line, at the owners' sole expense, shall maintain (or cause to be maintained) the Utility Line in good condition and shall promptly repair any damage to the Utility Line (costs shall be pro-rated between the owners of the Benefited Property based on the relative area of the Benefited Properties).

5. *Waiver of Rights.* By executing this instrument, (a) the Balls quitclaim to Doxey all interests, if any, held in the Doxey Property immediately prior to the execution and delivery of this instrument; and (b) the Balls quitclaim to Layton all interests, if any, in the Layton Property immediately prior to the execution and delivery of this instrument; provided, however, that this waiver shall not affect or diminish the grant of Easement that is expressly created pursuant to this instrument.

DATED this 14th day of April 1999.

Doxey:

  
DAVID W. DOXEY, TRUSTEE

  
GRAHAM W. DOXEY, TRUSTEE

  
ROGER W. DOXEY, TRUSTEE

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Layton:

Richard H. Thornton

RICHARD H. THORNTON, TRUSTEE

The Balls:

A. Elden Ball

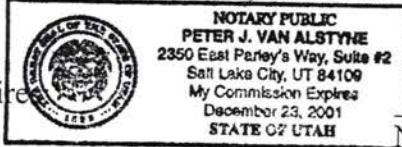
A. ELDEN BALL

Vivian G. Ball

VIVIAN G. BALL

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March 1999 by DAVID W. DOXEY, TRUSTEE.



My Commission Expires

December 23, 2001

Peter J. Van Alstyne

Notary Public

Residing at: Salt Lake County

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

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Jan. 1999 by GRAHAM W. DOXEY, TRUSTEE.

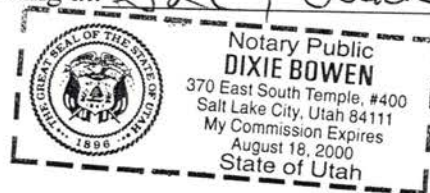
My Commission Expires:

8-18-2000

Dixie Bowen

Notary Public

Residing at: SLC, Utah




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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April 1999 by ROGER W. DOXEY, TRUSTEE.

My Commission Expires:


3/27/2000  
STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

Bette M. Taylor  
Notary Public  
Residing at: 1375 Foothill Drive  
 NOTARY PUBLIC  
**BETTE M. TAYLOR**  
1375 Foothill Drive  
Salt Lake City, Utah 84108  
My Commission Expires  
March 27, 2000  
STATE OF UTAH

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Jan 1999 by RICHARD H. THORNTON, TRUSTEE.

My Commission Expires:

8-18-2000  
STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )


Dixie Bowen  
Notary Public  
Residing at: S.L.C., Utah  
 Notary Public  
**DIXIE BOWEN**  
370 East South Temple, #400  
Salt Lake City, Utah 84111  
My Commission Expires  
August 18, 2000  
State of Utah

The foregoing instrument was acknowledged before me this 26 day of Jan 1999 by A. ELDEN BALL and VIVIAN G. BALL.

My Commission Expires:

5-22-00  
RHTVD13805-002

[Signature]  
Notary Public  
Residing at: Salt Lake County

 **J. SPENCER HALL**  
NOTARY PUBLIC - STATE of UTAH  
LEGAL TITLE COMPANY  
2040 E. MURRAY HOLLADAY RD #209  
SALT LAKE CITY, UT 84117  
COMM. EXPIRES 5-22-00

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Exhibit A to Easement

Legal Description of Ball Property

The following parcel of real property that is located in Big Cottonwood Canyon, Salt Lake County, Utah:

Beginning at a point which bears North 444.94 feet from the center of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running North 132.67 feet; thence North 59°38' West 781.62 feet; thence North 48°18'30" East 147.17 feet; thence North 23°45' West 168.13 feet; thence North 63°40' West 400.66 feet; thence North 71°42' West 322.26 feet; thence South 139.88 feet to South Fork Big Cottonwood Creek, thence Southeasterly along the South Fork of Big Cottonwood Creek to the place of beginning (this lot line between South Fork of Big Cottonwood Creek and Pine Lodge Subdivision)

Less and excepting the following parcels of property:

*Arthur E. Ball Property*

Beg 30 Ft N Fr SW corner of the NE Quarter of the NW Quarter of Section 18, Township 2 South, Range 3 East, Salt Lake Base Meridian, Utah, mid point being center of South Fork of Big Cottonwood Creek, thence North 139.88 ft., thence So 71° 42' E 283.49 ft., thence South 18 degrees 18' West 205 ft. to center of South Fork of Big Cottonwood Creek, thence Northwesterly along South Fork of Big Cottonwood Creek to the place of beginning

This lot lying between South Fork of Big Cottonwood Creek and Pine Lodge Subdivision

*James Talmage Ball Property*

Beginning at the SE corner of Lot 18, Section 2, Pine Lodge Subdivision, lying in the Northwest Quarter (NW ¼) of Section 18, Township 2 South, Range 3 East, S.L.B. & M., Utah, thence South 18 deg. 18 min. West 205 feet to the center of south fork of Big Cottonwood Creek; thence Southeasterly along south fork of Big Cottonwood Creek 160 feet; thence North 48 deg. 18 min. 30 sec. East 300 feet to the SE corner of Lot 24, Section 2, Pine Lodge Subdivision; thence North 63 deg. 40 min. West 234.47 feet to the SE corner of Lot 19, Section 2, Pine Lodge Subdivision; thence North 71 deg. 42 min. West 38.77 feet to the place of beginning

This lot lying between the south fork of Big Cottonwood Creek and Pine Lodge Subdivision

*David M. Ball Property*

Beginning at the SE corner of Lot 24, Section 2, Pine Lodge Subdivision, lying in the Northwest Quarter (NW ¼) of Section 18, Township 2 South, Range 3 East S.L.B. & M., Utah; thence South 63 deg. 40 min. East 161.19 feet to the SE corner of Lot 28, Section 2, Pine Lodge Subdivision; thence South 49 deg. 30 min. West 360 feet to the center of south fork of Big Cottonwood Creek; thence Northwesterly along the south fork of Big Cottonwood Creek 162.5 feet; thence North 48 deg. 18 min. 30 sec. East 300 feet to the place of beginning

This lot lying between the south fork of Big Cottonwood Creek and Pine Lodge Subdivision

*Karen Ball Property*

BEGINNING AT the Southeast corner of Lot 31, Section 2, Pine Lodge Subdivision, lying in the Northwest quarter of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian, thence North 23°45' West 168.13 feet to the Southeast corner of Lot 28, Section 2, Pine Lodge Subdivision; thence South 49°30' West 360 feet more or less to the center of the South fork of Big Cottonwood Creek; thence Southeasterly along the South Fork of Big Cottonwood Creek 162.50 feet more or less; thence North 48°18'30" East 330 feet more or less to the place of beginning

*John Spencer Ball Property*

Beginning at the SE corner of Lot 52, Section 2, Pine Lodge Subdivision, lying in the Northwest Quarter (NW ¼) of Section 18, Township 2 South, Range 3 East, S.L.B.&M., Utah, running North 59 deg. 38 min. West 255.85 feet to the SW corner of Lot 55, Section 2, Pine Lodge Subdivision; thence South 48 deg. 18 min. 30 sec. West 175 feet to the center of south fork of Big Cottonwood Creek; thence Southeasterly along the south fork of Big Cottonwood Creek 315 feet; thence North 24 deg. East 230 feet to the place of beginning

This lot lying between the south fork of Big Cottonwood Creek and Pine Lodge Subdivision

*Carolina Ball Pope Property*

Beginning at the SE corner of Lot 48, Section 2, Pine Lodge Subdivision, thence North 59 deg. 38 min. West 200 feet to the SE corner of Lot 52, Section 2, Pine Lodge Subdivision; thence South 24 deg. West 230 feet to center of south fork of Big Cottonwood Creek; thence Southeasterly along south fork of Big Cottonwood Creek 300 feet; thence North 0 deg. 0 min. 255 feet to the place of beginning

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This lot is in the Northwest Quarter (NW ¼) of Section 18, Township 2 South, Range 3 East, S.L.B. & M., Utah, in Salt Lake County, lying between the south fork of Big Cottonwood Creek and Pine Lodge Subdivision

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