

GRANT OF RIGHT-OF-WAY AND EASEMENTS

*9/1/84*  
This grant of right-of-way made and entered into this <sup>9/1/</sup> day of ~~May~~ <sup>Nov</sup> 1984, by and between Player & Willyard, a Utah partnership, hereinafter referred to as Grantor, and David Grow, Jeffrey R. Burton and Linda Burton, individuals, hereinafter referred to as "Grantee."

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Riverdale City, Weber County, State of Utah, a portion of which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee is the owner of certain real property, adjacent to and West of the real property owned by Grantor, which property of Grantee is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference;

NOW THEREFORE, in consideration of contemporaneous grant to Grantor by Grantee by separate Quit Claim Deed of that certain parcel of real property known as Tax Parcel No. 98-103-0060 as set forth in that instrument as well as the contemporaneous Grant of Easement to Grantor by Grantee, by separate instrument, over Grantee's Exhibit "B" property as set forth in that grant, and in further consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and mutually agreed upon between the parties, the parties hereto agree as follows:

*1900 2500-201-80  
14000-060-80  
PT*

GRANT OF RIGHT-OF-WAY

1. Grantor hereby grants to Grantee for the benefit of Grantee, its successors, assigns, tenants, employees, agents, customers and invitees, and for the benefit of the property identified in Exhibit "B" hereof, hereinafter the "dominant tenement," owned by Grantee, a perpetual, non-exclusive right-of-way for ingress and egress by pedestrian and vehicular traffic over and across the property identified in Exhibit "A" hereof, hereinafter the "servient tenement." Said easement shall be appurtenant to Grantee's property, described in Exhibit "B" and shall be

for any and all legally permitted uses of Grantee's property. Said right-of-way is more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference.

2. Grantor, its successors and assigns shall maintain the improvements upon said right-of-way at its sole expense without contribution by Grantee, its successors or assigns and such maintenance shall be a charge upon the servient tenement. The repair of any damage caused to the right-of-way, or improvements thereon by Grantee or by any claiming right-of-way by virtue of this grant to Grantee shall be the obligation of Grantee, its successors or assigns and a charge upon the benefited property.
3. Neither Grantee, or any claiming use of the right-of-way by through or by virtue of this grant of right-of-way to Grantee, or Grantor, its successors or assigns, shall in any way unreasonably interfere with, limit, restrict or otherwise impede vehicular or pedestrian traffic making use of the right-of-way.

GRANT OF EASEMENTS  
(GASLINE EASEMENT)  
(OTHER EASEMENTS)

4. GRANTOR HEREBY GRANTS to Grantee for the benefit of Grantee its successors and assigns and for the benefit of the property owned by Grantee described in the attached Exhibit "B", hereinafter the "dominant tenement," a perpetual easement for the installation, operation, maintenance, repair and replacement of a natural gas line service and/or electrical power service across Grantor's property described in Exhibit "A", hereinafter referred to as the "servient tenement." Said easement shall be appurtenant to Grantee's property described in Exhibit "B" and is more particularly described in Exhibit "D" attached hereto and incorporated herein by this reference. Grantee, its successors or assigns, may, at their sole cost and expense, construct and maintain said natural gas service in accordance with the standards required by the applicable regulatory authority.
5. Grantee's use of this easement and its attendant installation and maintenance of the line shall be performed in such fashion as to do no unreasonable damage to Grantor's improvements or property and said improvements and/or property shall be thereafter reasonably restored to its prior condition by Grantee, its successors or assigns.

6. Grantor also hereby grants to Grantee for the benefit of Grantee, its successors and assigns and for the benefit of the property owned by Grantee described in the attached Exhibit "B", hereinafter the "dominant tenement," a perpetual easement for the installation, operation, maintenance, repair and replacement of pipes, conduits, wires or other materials for the purpose of providing electrical power, natural gas, culinary water, telephone, cable television or other electronic media, sewer and any other common public or private utility under the surface of Grantor's property described in Exhibit "A," hereinafter the "servient tenement," in compliance with all applicable governmental building codes or requirements, said installation, operation, maintenance, repair and replacement to be solely at Grantee's, its successors or assigns' expense. Said easement shall be appurtenant to Grantee's property described in Exhibit "B," and is more particularly described in Exhibit "E" attached hereto and incorporated herein by this reference.
7. Grantee's use of these easements and their attendant installation and maintenance of the utilities shall be performed in such fashion as to do no unreasonable damage to Grantor's improvements on property and said improvements and/or property shall be thereafter reasonably restored to its prior condition by Grantee, its successors or assigns.
8. Grantee shall establish and install the subject services at a depth as required by governmental building codes and/or the appropriate regulatory agencies, except that the sewer line shall be installed at a depth of not less than eight feet below grade or as necessary to reasonably tie into the existing curb at the manhole at the east end of Grantor's driveway access to its property, whichever is less; when Grantee is ready to install said sewer or other utilities, it shall so notify Grantor and Grantor shall have 30 days time within which to grade the property over which the utilities are to be placed and at the end of said 30 day period, whether Grantor has modified the existing grade or not, Grantee shall be free to place the sewer line a minimum of eight feet below the then existing grade or at a lesser depth if such is reasonably connecting with said above described manhole. The intent of this paragraph is to provide Grantor the ability to grade the property over which the utilities run to its reasonable specifications so as not to interfere with said easement and to provide a means whereby said utilities may be installed so as not to unreasonably interfere with Grantor's future use of its property.
9. Grantor hereby grants to Grantee for the benefit of Grantee, its successors, assigns, tenants, employees,

agents, customers and invitees, and for the benefit of the property owned by Grantee and described in Exhibit "B" attached hereto, a perpetual non-exclusive easement for the parking of a reasonable number of Grantee's customer's vehicles in parking stalls located on Grantor's property (the servient tenement) in connection with the use of Grantee's property (the dominant tenement), which parking may not unreasonably interfere with Grantor's use of Grantor's property and which parking may be reasonably restricted as to location upon written notice by Grantor to Grantee, and in connection therewith for the purpose of serving said parking easement, Grantor hereby grants to Grantee a reasonable easement for pedestrian and vehicular traffic over and across the Exhibit "A" property to access said parking.

#### GENERAL PROVISIONS

The following apply to each grant made in the foregoing paragraphs of this agreement:

1. In the event of any violation or threatened violation by any person or entity of any of the terms covenants or conditions of this agreement, any or all of the parties hereto, their successors or assigns, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all of the remedies available under statute, law or equity.
2. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the right-of-way to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this agreement shall be strictly limited to and for the purposes herein expressed, provided, however, this restriction shall not prevent Grantee, its successors or assigns, from inviting the public over and across said right-of-way.
3. In the event any entity which is entitled to the benefits of the right-of-way brings an action at law or in equity to enforce or interpret this agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney's fees and court costs in addition to all other appropriate relief.
4. The rule of strict construction does not apply to these grants. These grants shall be given a reasonable

construction so that the intention of the parties to confer a commercially usable right of enjoyment on the grantee is carried out.

- 5. Grantors warrant that they have good and marketable fee simple title to the easement and right-of-way premises and shall furnish Grantees, upon execution hereof, a policy of title insurance so insuring Grantee, in the amount of \$100,000.00.
- 6. The provisions of this agreement shall constitute covenants running with the land and shall be binding upon and to each of the parties hereto, their heirs, personal representatives, successors and assigns.

NOW, THEREFORE, the parties hereto have executed this agreement the day and year first above written.

PLAYER & WILLYARD, a Utah Partnership

  
 By Sheldon G. Player, Partner

STATE OF UTAH            )  
                                   )  
 COUNTY OF WEBER        )        SS.

On the 9th day of NOV., 1984, personally appeared before me Sheldon G. Player, Partner of Player & Willyard, a Utah Partnership, the signers of the within instrument, who duly acknowledged to me that they executed the same.

  
 Notary Public

Residing at:

JANUARY 24, 1988

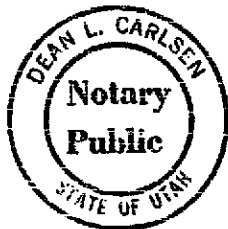


EXHIBIT A

(servient tenement)

Beginning at a point on the West right-of-way line of 1500 West Street, said point being S  $0^{\circ} 16' 00''$  W, 942.60 feet along the North-South Quarter Section Line and N  $87^{\circ} 35' 00''$  W, 3.95 feet from the North  $1/4$  corner of Section 13, T. 5 N., R. 2 W., S.L.B. & M. and running thence N  $87^{\circ} 35' 00''$  W, 495.91 feet; thence S  $3^{\circ} 02' 10''$  W, 408.26 feet; thence N  $89^{\circ} 37' 13''$  E, 408.06 feet; thence N  $19^{\circ} 25' 34''$  E, 338.82 feet; thence N  $0^{\circ} 16' 00''$  E, 0.58 feet; thence N  $77^{\circ} 13' 25''$  E, 17.36 feet to a point on the West right-of-way line of 1500 West Street, said point also being on a 1587.02 foot radius curve to the right (radius point bears N  $70^{\circ} 01' 54''$  E); thence Northerly along said curve and right-of-way, 63.55 feet to the point of beginning.

Containing 4.23 acres.

EXHIBIT B

(Dominant Tenement)

A part of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, described as follows: Beginning at a point South  $0^{\circ} 16'$  West 945.5 feet and North  $87^{\circ} 35'$  West 500.0 feet from the Northeast corner of the Northwest Quarter of said Section 13; thence North  $87^{\circ} 35'$  West 178.0 feet to the East right of way fence of 1-80; thence South  $6^{\circ} 04'$  West 303.68 feet along said right of way fence to the beginning of a 5609.58 foot radius curve to the right; thence along the long chord of said curve South  $9^{\circ} 23' 40''$  West 94.77 feet; thence South  $62^{\circ} 35'$  East 203.0 feet; thence North  $3^{\circ} 02' 10''$  East 392.19 feet to the point of beginning.

## TWENTY-SIX (26) FOOT EASEMENT

Beginning at a point on the west right of way line of 1500 West Street, said point being S 0° 16' 00" W, 964.91 feet along the North-South Quarter Section Line and East, 4.34 feet from the North 1/4 corner of Section 13, T. 5 N., R. 2 W., S. L. B. & M., and running thence S 22° 34' 00" E, 26.01 feet along said west right of way line to a point on a 32.00 foot radius curve to the left (radius point bears S 24° 09' 43" E); thence southwesterly along the arc of said curve 23.92 feet; thence S 23° 00' 00" W, 245.00 feet to a point on a 105.00 foot radius curve to the right (radius point bears N 67° 00' 00" W); thence southwesterly along the arc of said curve 76.97 feet; thence S 65° 00' 00" W, 40.00 feet to a point on a 154.00 foot radius curve to the right (radius point bears N 25° 00' 00" W); thence southwesterly along the arc of said curve 66.18 feet; thence S 89° 37' 13" W, 270.01 feet; thence N 3° 02' 10" E, 26.05 feet; N 89° 37' 13" E, 258.46 feet to a point on a 128.00 foot radius curve to the left (radius point bears N 0° 22' 47" W); thence northeasterly along the arc of said curve 55.00 feet; thence N 65° 00' 00" E, 40.00 feet to a point on a 79.00 foot radius curve to the left (radius point bears N 25° 00' 00" W); thence northeasterly along the arc of said curve 57.91 feet; thence N. 23° 00' 00" E, 245.00 feet to a point on a 58.00 foot radius curve to the right (radius point bears S 67° 00' 00" E); thence northeasterly along the arc of said curve 44.09 feet to the point of beginning. Containing 0.43 acres.



EXHIBIT D

## FIVE (5) FOOT EASEMENT

Beginning at a point on the west right-of-way line of 1500 West Street, said point being  $S 0^{\circ} 16' 00''$  W, 942.60 feet along the North-South quarter section line and  $N 87^{\circ} 35' 00''$  W, 3.95 feet from the North 1/4 corner of Section 13, T. 5 N., R. 2 W., S. L. B. & M., and running thence  $N 87^{\circ} 35' 00''$  W, 495.31 feet; thence  $S 3^{\circ} 02' 10''$  W, 5.00 feet; thence  $S 87^{\circ} 35' 00''$  E, 497.82 feet to a point on the West right-of-way line of 1500 West Street, said point being on a 1687.02 foot radius curve to the right (radius point bears  $N 72^{\circ} 00' 32''$  E); thence Northerly along the arc of said curve and right-of-way line, 5.33 feet to the point of beginning. Containing 0.057 acres.

TOGETHER WITH a reasonable construction/maintenance easement across the servient tenement at all times when installation and or repairs or maintenance is deemed necessary, which additional easement shall include a reasonable working area on ground adjacent to the above easement together with reasonable access across the servient-tenement to the above easement.

EXHIBIT E

EIGHT (8) FOOT EASEMENT

Beginning at a point which is S 0° 16' 00" W, 1329.22 feet along the North-South quarter section line and West 519.24 feet from the North 1/4 corner of Section 13, T. 5 N., R. 2 W., S. L. B. & M., and running thence N 3° 02' 10" E, 8.01 feet; thence N 89° 37' 13" E, 401.91 feet; thence N 18° 56' 51" E, 376.05 feet to a point on the west right-of-way line of 1500 West Street; thence S 22° 34' 00" E, 12.07 feet along said right-of-way line; thence leaving said right-of-way line S 18° 56' 51" W, 372.68 feet; thence S 89° 37' 13" W, 408.06 feet to the point of beginning. Containing 0.143 acres.

TOGETHER WITH a reasonable construction/maintenance easement across the servient tenement at all times when installation and or repairs or maintenance is deemed necessary, which additional easement shall include a reasonable working area on ground adjacent to the above easement together with reasonable access across the servient tenement to the above easement.

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DOUGLAS WEBER COUNTY CLERK  
DEPUTY *Karen Thompson*  
Nov 9 10 39 AM '84 #16.0  
FILED *Sandy Little*