

RECORDED

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Ronald L. Paulton

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ALAN SPRIGGS
SUMMIT COUNTY RECORDER

DEED OF EASEMENT

REC'D BY DP 1200

Deed of Easement made this 28th day of July, 1988 between Clifford J. Lawrence and Lesley D. Lawrence, 167 East 3700 South, Bountiful, Utah (herein referred to as "Grantors") and Clifford J. Lawrence and Lesley D. Lawrence, 167 East 3700 South, Bountiful, Utah, their heirs and assigns (hereinafter referred to as "Grantees").

WHEREAS, Grantor, Clifford J. Lawrence, is the owner in fee simple of land described as:

Parcel A

Beginning at a point which is West 1320 feet; S89°29'30"W 769.66 feet; and S10°07'W 860.73 feet from the Northeast Corner of Section 9, Township 1 North, Range 5 East, Salt Lake Base and Meridian; and running thence N10°07'E 708.11 feet along the Easterly line of Highway 189; thence N89°29'30"E 304.04 feet; thence S36°12'W 194.53 feet; thence S27°50'W 274.94 feet; thence S20°26'W 332.93 feet; thence N79°53'W 70.00 feet to the point of beginning. Containing 2.62 acres.

and,

WHEREAS, Grantor, Lesley D. Lawrence, is the owner in fee simple of an adjoining parcel of land described as:

Parcel B

Beginning at a point which is West 1320 feet from the Northeast Corner of Section 9, Township 1 North, Range 5 East, Salt Lake Base and Meridian; and running thence S00°20'E 1360.58 feet; thence West 1019.00 feet to the Easterly line of Highway 189; thence N10°07'E 514.39 feet along the easterly line of said highway; thence S79°53'E 70.00 feet; thence N20°26'E 332.93 feet; thence N27°50'E 274.94 feet; thence N36°12'E 194.53 feet; thence S89°29'30"W 304.04 feet to the Easterly line of Highway 189; thence N10°07'E 152.62 feet along the easterly line of said highway; thence N89°29'30"E 769.66 feet to the point of beginning. Containing 25.24 acres.

and,

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WHEREAS, Parcel A is contiguous and borders certain portions of Parcel B and Grantors desire to grant and reserve an easement over a portion of each Parcel, subject to the covenants, conditions and restrictions hereinafter set forth.

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantors, the Grantors agree as follows:

1. Grant of Easement. The Grantors grant to the Grantees for the benefit of Grantees, their heirs, successors, assigns, beneficiaries, guests, agents, invitees, licensees and employees, a nonexclusive, perpetual easement for roadways, walkways, ingress and egress being twenty (20) feet in width lying ten (10) feet on each side of the following described centerline:

Beginning at a point which is West 1320 feet; S89° 29'30"W 769.66 feet; and S10° 07'W 476.80 feet from the Northeast Corner of Section 9, Township 1 North, Range 5 East, Salt Lake Base and Meridian; said point being on the Easterly line of Highway 189 and on a 43.63 foot radius curve to the left (radius bears N10° 00'41"E and chord bears N61° 46'51"E 54.00 feet); and running thence 58.23 feet along the arc of said curve to the point of tangency; thence N23° 33'E 115.56 feet to the point of curvature of a 206 foot radius curve to the right (chord bears N37° 16'22"E 97.74 feet); and running thence 98.68 feet along the arc of said curve to a point of compound curvature of a 55 foot radius curve to the right (chord bears S72° 34'18"E 91.66 feet); and running thence 108.34 feet along the arc of said curve to a point of reverse curvature with a 212 foot radius curve to the left (chord bears S35° 27'11"E 140.23 feet); and running thence 142.93 feet along the arc of said curve to a point of reverse curvature with a 78.04 foot radius curve to the right (chord bears S17° 40'30"E 94.13 feet); and running thence 101.04 feet along the arc of said curve to a point of compound curvature with a 1140.93 foot radius curve to the right (chord bears S26° 45'30"W 291.59 feet); and running thence 292.39 feet along the arc of said curve to a point of reverse curvature with a 156.23 foot radius curve to the left (chord bears S09° 27'42"E 215.32 feet); and running thence 237.56 feet along the arc of said curve to a point of reverse curvature with a 140 foot radius curve to

the right (chord bears S12° 09'02"E 183.23 feet); and running thence 199.74 feet along the arc of said curve to a point of reverse curvature with a 62 foot radius curve to the left (chord bears S69° 22'19"E 122.76 feet); and running thence 212.30 feet along the arc of said curve.

2. Limitations. The grant of easement as set forth herein is subject to the following terms, conditions and limitations:

a. The Grantees hereto shall not cause the construction or placement of any sign, sign pole or other advertising structure on the other's property, nor cause the placement of any sign, sign pole or advertising structure that would block the easement granted herein.

b. The Grantees shall keep the easement clear of all papers, debris, filth and refuse and thoroughly sweeping their respective premises to the extent reasonably necessary to keep the area in a clean and orderly condition.

c. The Grantees hereto shall not cause the erection of any barriers, fence, tire guards or bumper guards on the easement.

3. Indemnification. Each of the parties hereby indemnifies and saves the other party or parties harmless from any and all liability, damage, expense, cause of action, suit, claim or judgment arising from the injury to any persons or property and occurring on its own parcel, except if caused by the act or neglect of the other party hereto.

4. Eminent Domain. Nothing herein shall be construed to give the other party or parties any interest in any award or payment made to the other party or parties in connection with the exercise of eminent domain or transfer in lieu thereof affecting said other party's Parcel or give the public or government any rights in the Parcels.

5. Modification and Cancellation This Agreement may be modified or cancelled only by written consent of all record owners of Parcel A and B.

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6. Right and Obligations of Lenders. The charges and burdens of this Agreement, are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting Parcel A or B or any part thereof, or any improvements now or hereafter placed thereon. However, a breach of any of the easements, covenants, or restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The superiority of this Agreement shall be limited to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, shall be subject to all the charges and burdens affecting Parcels A or B by virtue of this Agreement.

7. Release From Liability. Any person acquiring fee title to Parcels A or B or any portion thereof shall be bound by this Agreement only as to the parcel or portion of the parcel acquired by such person. Such person shall be bound by this Agreement only during the period such person is the fee owner of such parcel or portion of the parcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easement, covenants and restrictions in this Agreement shall continue to be benefits and servitude upon Parcels A and B running with the land.

8. Rights of Successors. The easements, restrictions, benefits, and obligations hereunder shall create a servitude upon Parcels A and B running with the land. This Agreement shall be binding and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and/or assigns.

9. Document Execution and Change. It is agreed that once this document is fully executed and delivered that it contains the entire agreement between the parties

