

123839

WHEN RECORDED, RETURN TO:

Jeffrey B. Hatch
KUTV, L.P.
2185 South 3600 West
Salt Lake City, Utah 84119

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of the ^{20th} day of October, 1994 by and among George C. Hatch, Wilda Gene Hatch, Jeffrey B. Hatch and Margaret A. Hatch (the "Sellers"), Christopher R. Jones and Kirtly Parker Jones (the "Parcel 1 Owner"), and Mary Whitesides (the "Parcel 2 Owner").

WHEREAS, the Sellers own certain real property located in Wayne County, Utah which is both north and south of Parcel 1 and Parcel 2 (as such terms are defined below) and which is more particularly described in Exhibit A attached hereto (the "Sellers' Property");

WHEREAS, on the date hereof, the Sellers sold to the Parcel 1 Owner certain adjoining real property located in Wayne County, Utah more particularly described in Exhibit B attached hereto ("Parcel 1"), together with and subject to certain access easements which are referred to in the deed conveying such property;

WHEREAS, on the date hereof, the Sellers sold to the Parcel 2 Owner certain adjoining real property located in Wayne County, Utah more particularly described in Exhibit C attached hereto ("Parcel 2"), together with and subject to certain access easements which are referred to in the deed conveying such property;

WHEREAS, as part of the agreement between the Sellers and the Parcel 1 Owner to sell Parcel 1, the Sellers and the Parcel 1 Owner agreed to enter into an easement agreement in the form hereof with respect to the Sellers' Property, Parcel 1 and Parcel 2 (together, the "Subject Property"); and

WHEREAS, as part of the agreement between the Sellers and the Parcel 2 Owner to sell Parcel 2, the Sellers and the Parcel 1 Owner agreed to enter into an easement agreement in the form hereof with respect to the Subject Property;

NOW, THEREFORE, the Sellers, the Parcel 1 Owner and the Parcel 2 Owner (together, the "Property Owners") hereby agree as follows:

1. The Sellers hereby grant to the Parcel 1 Owner a 20' wide easement for vehicular and pedestrian ingress and egress over and across the Sellers' Property from the County Road to the northern boundary of Parcel 1, as more particularly described in Exhibit D attached hereto.
2. The Sellers hereby grant to the Parcel 2 Owner a 20' wide easement for vehicular and pedestrian ingress and egress over and across the Sellers' Property from the County Road to the northern boundary of Parcel 1, as more particularly described in Exhibit D attached hereto. The Parcel 1 Owner hereby grants to the Parcel 2 Owner a 20' wide easement for vehicular and pedestrian ingress and egress over and across Parcel 1 from the northern boundary of Parcel 1 to the southern boundary of Parcel 1, as more particularly described in Exhibit E attached hereto.
3. The Parcel 1 Owner hereby acknowledges and agrees that the easement reserved in the deed from the Sellers to the Parcel 1 Owner for the benefit of the Sellers' Property is more particularly described in Exhibit E attached hereto and, as provided in such deed, is subject to terms and conditions of this Easement Agreement.
4. The Parcel 2 Owner hereby acknowledges and agrees that the easement reserved in the deed from the Sellers to the Parcel 2 Owner for the benefit of the Sellers' Property is more particularly described in Exhibit F attached hereto and, as provided in such deed, is subject to terms and conditions of this Easement Agreement.
5. The Property Owners agree that the easements referred to in Paragraphs 1, 2, 3 and 4 above (together, the "Road Easement") shall only be used as follows:
 - (a) The Road Easement shall be used only for vehicular and pedestrian access from and to the County Road to and from Parcel 1, Parcel 2 and the Sellers' Property.
 - (b) The Property Owners shall not allow the Road Easement to be used by motorized vehicles not licensed for highway use^{or} for purely recreational purposes.
 - (c) The Property Owners agree that any emergency vehicle may use the Road Easement at any time for proper purposes.
 - (d) If any Property Owner shall cause any damage to the Road Easement, either directly or as a result of use of the Road Easement by agents of such

person (including without limitation construction vehicles or trucks), such Property Owner shall be responsible for repairing such damage.

(e) Each of the Property Owners may construct and keep locked a gate across the Road Easement as it crosses the property lines of the Subject Property owned by such Property Owner, provided that each of the other Property Owners is provided with a key (which may be duplicated) to such gate.

6. Each of the Property Owners agrees to keep that portion of the Road Easement which crosses the Subject Property of such Property Owner in a reasonably good state of repair, such that a high clearance passenger car may drive thereon. If any Property Owner believes that the Road Easement between such Property Owner's Subject Property and the County Road is not properly maintained, then such Property Owner (the "Complaining Property Owner") shall give notice to the other Property Owners requesting that repairs be made. If the repairs are not made within thirty (30) days, the Complaining Property Owner may cause such repairs to be made and each other Property Owner shall pay or reimburse the Complaining Property Owner such other Property Owner's pro rata share of the reasonable costs incurred.

If a Property Owner has a structure on such Property Owner's Subject Property, then such Property Owner's pro rata share for the purposes of this Agreement shall be the fraction obtained by dividing one by the total number of Property Owners who have structures on their Subject Property. If a Property Owner does not have a structure on such Property Owner's Subject Property, then such Property Owner's pro rata share for the purposes of this Agreement shall be zero.

7. Each Property Owner reserves the right to hereafter relocate the Road Easement on such Property Owner's Subject Property; provided, however, that such Road Easement, as relocated, provides direct and convenient access from and to the County Road, comparable to the easement provided herein or referred to hereunder, and provided all of the Property Owners execute an amendment to this Agreement to properly amend the relevant legal description of the relocated Road Easement.

8. The easements created and granted hereby are not intended, nor shall they be construed as creating, any rights in or for the benefit of the general public. Each of the Property Owners reserves the right to close temporarily all or any part of the Road Easement to such extent, in the opinion of such Property Owner, as may be legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person, other than as aforesaid, or in the public generally. Any such temporary closing shall, however, be further subject to the reasonable consent of the other Property Owners.

9. Each of the Property Owners (the "Indemnifying Party") agrees to defend, indemnify and hold the other Property Owners (the "Indemnified Party"), together with all of their servants, agents, or employees, harmless from and against all liability, loss or costs incurred, including without limitation reasonable attorneys' fees, arising out of, related to or caused by the Indemnifying Party's acts or omissions to act, use of, or occupancy of the Indemnified Party's property. The Indemnified Party shall give to the Indemnifying Party prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Indemnifying Party, and each party shall have the right to participate in the defense of the same to the extent of its own interest.

10. The easements hereby conveyed and granted, the restrictions hereby imposed, and the agreements herein contained, shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including, without limitation, all subsequent owners of the Subject Property and all persons claiming under them.

11. The Parcel 1 Owner and the Parcel 2 Owner each hereby acknowledges and agree that the Sellers may subdivide the Sellers' Property so long as the all such subdivided property which uses the Road Easement is bound by the provisions hereof.


12. As used herein, the "Parcel 1 Owner" shall mean, at any time, the owner or owners of Parcel 1, the "Parcel 2 Owner" shall mean, at any time, the owner or owners of Parcel 2, and the "Sellers" shall mean, at any time, the owner or owners of the Seller's Property.

13. All notices hereunder to a Property Owner shall be in writing and mailed by certified mail to the address shown on the Wayne County property tax records for the Subject Property owned by such Property Owner.

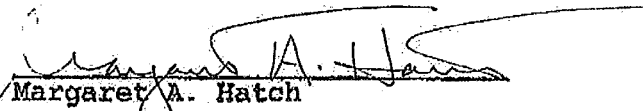
14. In the event of any litigation with respect to the rights or liabilities of the parties under the terms of this Agreement, the losing party shall pay to the prevailing party all costs and expenses incident to the enforcement of this Agreement and involved in such litigation, including reasonable attorneys' fees.

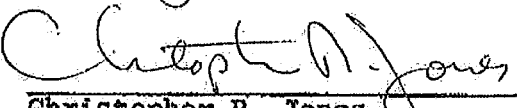
IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.


George C. Hatch


Wilda Gene Hatch


Jeffrey B. Hatch


Margaret A. Hatch


Christopher R. Jones


Kirtly Parker Jones


Mary Whitesides

Exhibit "A"
HATCH APPURTENANT REMAINDER DESCRIPTIONS

PARCEL 1: Lots 4 and 5, Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian. (Prior to a dependent re-survey of the Lots situate in Section 18, aforesaid, the Lot described in the dependent re-survey as Lot 5 was known as Lot 3, less, however, the Northwest Quarter of said Lot 3, said re-survey being dated November 1, 1985.)

PARCEL 2: Lot 1; the East half of the Northwest Quarter of Section 19, Township 29 South, Range 5 East, Salt Lake Base and Meridian.

PARCEL 3: Beginning at the Northwest Corner of Lot 2, Section 19, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence North $89^{\circ}41'$ East 1281.7 feet along the North boundary of said Lot 2 to the Northeast Corner of said Lot; thence South $0^{\circ}03'$ East along the East boundary of said Lot 458.8 feet to the edge of the cliffs above the Fremont River; thence along the edge of said cliffs the following courses and distances: South $66^{\circ}29'$ West 192.4 feet; thence North $53^{\circ}05'$ West 275.0 feet; thence North $72^{\circ}47'$ West 157.7 feet; thence North $68^{\circ}42'$ West 789.1 feet to the Section line of said Section 19, thence North 30.0 feet to the point of beginning.

LESS PROPERTY DESCRIBED IN EXHIBITS "B" AND "C" HEREOF (being part of Parcels 1, 2 and 3)

PARCEL 4: Beginning at the East Quarter Corner of Section 13, Township 29 South, Range 4 East, Salt Lake Base and Meridian, and running thence South along the Section line 1320 feet, more or less, to the 1/16th section line; thence West along said 1/16th section line 632 feet to the County road; thence Northeasterly along said County road 1366 feet, more or less, to the Quarter section line; thence East along the Quarter section line 280 feet to the point of beginning.

LESS THE FOLLOWING DESCRIBED PROPERTY: Beginning at the Southeast Corner of Section 13, Township 29 South, Range 4 East, Salt Lake Base and Meridian, and running thence West along the 1/16th Section line 632 feet to the County Road; thence Northeasterly along same 830 feet, more or less, to the existing dirt road running Easterly off the County road; thence along said road 106 feet, more or less, to the Section line; thence South along same 512 feet, more or less, to the point of beginning.

Exhibit "B"
JONES PROPERTY DESCRIPTION

Parcel 1: Beginning at the Southwest Corner of Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence North 0°15'08" East 601.53 feet along the section line; thence North 64°28'24" East 1194.08 feet; thence North 14°23'10" East 215.70 feet to the South edge of a road; thence along said South edge of road the following 11 courses and distances: South 69°44'41" East 208.21 feet, South 88°05'53" East 129.90 feet, North 82°20'20" East 176.72 feet, North 74°54' East 251.29 feet, North 80°20'43" East 210.11 feet, South 88°51'52" East 98.47 feet, South 85°42'13" East 88.97 feet, North 57°22'36" East 149.84 feet, South 86°28'13" East 63.89 feet, South 72°05'32" East 185.75 feet, South 85°34'02" East 51.85 feet to the 1/4 section line; thence South 0°22' West 48.63 feet along the 1/4 section line to the NE Corner of the SE1/4 of the SW1/4 of Section 18; thence South 89°55'21" East 87.54 feet to the Westerly edge of a dirt road; thence along said road the following 11 courses and distances: South 14°37'35" East 43.81 feet, South 17°34'08" West 51.08 feet, South 57°56'10" West 46.28 feet, South 86°26'09" West 44.60 feet, North 85°05'50" West 103.93 feet, South 62°28'34" West 117.52 feet, South 54°56'22" West 259.88 feet, South 31°02'06" West 191.45 feet, South 09°49'02" East 44.26 feet, South 38°58'27" East 58.79 feet, South 61°34'05" East 197.63 feet; thence South 18°14'13" West 324.02 feet; thence South 70°57'35" West 946.88 feet; thence South 21°27'39" West 192.57 feet; thence South 58°26'58" West 540.98 feet; thence West 860.04 feet to the section line; thence North 0°02'47" East 408.27 feet along the section line to the point of beginning.

EXHIBIT "C"
WHITESIDES PROPERTY DESCRIPTION

Parcel 2: Beginning at a point that is South 0°02'47" West 408.27 feet from the Northwest Corner of Section 19, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence East 860.04 feet; thence North 58°26'58" East 540.98 feet; thence South 81°45'56" East 532.06 feet; thence South 12°32'17" East 483.59 feet; thence South 53°33'57" West 1577.25 feet; thence North 68°39'25" West 734.79 feet to the section line; thence North 0°02'47" East 934.49 feet along the section line to the point of beginning.

EXHIBIT "D"
EASEMENT FROM COUNTY ROAD TO PARCEL 1

A 20-foot road, being 10 feet each side of the following described center line: Beginning at a point on the existing County Road that is North 2059.11 feet and West 437.24 feet from the Southwest corner of Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 61°03'42" East 49.27 feet; thence South 89°22'27" East 160.50 feet; thence South 73°35'51" East 163.02 feet; thence South 63°47' East 55.28 feet; thence South 27°52'58" East 161.10 feet; thence South 25°25'10" East 224.87 feet; thence South 15°26'47" East 96.75 feet; thence South 0°23'45" East 111.39 feet; thence South 09°35'08" West 123.09 feet; thence South 05°10'54" East 80.25 feet; thence South 18°43'04" West 45.45 feet; thence South 48°24'58" West 99.74 feet; thence South 09°49'05" West 154.27 feet; thence South 02°23'27" West 67.27 feet; thence South 29°07'11" East 185.11 feet; thence South 51°18'31" East 59.58 feet to a point on the North boundary of Parcel 1. (Being situate in both Sections 13 and 18,, Township 29 South, Range 5 East, SLB&M)

EXHIBIT "E"
EASEMENT THROUGH PARCEL 1 TO PARCEL 2

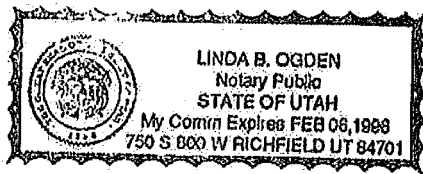
A 20-foot road, being 10 feet each side of the following described center line: Beginning at a point on the North boundary of parcel 1 which is North 684.20 feet and East 175.78 feet from the Southwest Corner of Section 18, Township 29 South, Range 5 East, SLB&M, and running thence South 71°08'50" East 156.30 feet; thence South 23°14'17" East 66.98 feet; thence South 23°11'21" West 52.18 feet; thence South 12°02'15" West 141.69 feet; thence South 04°56'48" East 22.56 feet; thence South 55°03'03" East 70.93 feet; thence North 70°15'15" East 64.06 feet; thence North 81°30' East 65.11 feet; thence South 63°40'54" East 75.07 feet; thence South 11°25'31" East 160.23 feet; thence South 34°32'55" East 289.85 feet; thence South 36°17' West 130.75 feet; thence South 07°57'38" West 87.40 feet; thence South 36°23'51" West 108.40 feet; thence South 17°24'15" West 56.32 feet to a point on the South boundary of Parcel 1.

EXHIBIT "F"
EASEMENT THROUGH PARCEL 2

A 20-foot road, being 10 feet each side of the following described center line: Beginning at a point on the North boundary of parcel 2 which is South 408.27 feet and East 577.56 feet from the Northwest Corner of Section 19, Township 29 South, Range 5 East, SLB&M, and running thence South 17°24'15" West 152.40 feet; thence South 37°42'34" East 318.97 feet; thence South 02°20'47" East 134.24 feet; thence South 31°09'45" East 395.26 feet; thence South 21°01'33" East 120.55 feet to a point on the Southeast boundary of Parcel 2.

STATE OF UTAH)
 : SS
County of Salt Lake)

On the 20th day of October, 1994, personally appeared before me GEORGE C. HATCH, WILDA GENE HATCH, JEFFREY B. HATCH, MARGARET A. HATCH, CHRISTOPHER R. JONES, KIRTLY PARKER JONES, and MARY WHITESIDES, the signers of the attached instrument, who duly acknowledged to me that they executed the same.



Linda B. Ogden

Notary Public
Residing at: Richfield, UT 84701
Commission Expires: 2-6-96