

Recorded at request of SECURITY TITLE COMPANY Order No. _____ Fee Paid 9.00
Date FEB 14 1984 at 11:23 AM CAROL DEAN PAGE Registrar Davis County
By Chase Thors Sweden Deputy Book 978 Page 651

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GRANT OF ACCESS EASEMENT

10/15/30-10
5010

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, TRUSTEE, Grantor, hereby grants to CORT LODDER, Grantee, for the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, a non-exclusive perpetual easement for the installation, construction, maintenance, repair, operation and replacement of one roadway with full ingress and egress for agricultural purposes across the following described tract of land in Davis County, State of Utah:

A 25 ft. wide road right-of-way which is 12.50 ft. each side of the following described centerline:

Beginning at a point (Sta. 5+23.67) on an old fence line which is west 10.25 ft. along an old barbed-wire fence and N0° 27'W 523.67 ft. along a line that is parallel and 15.50 ft. west of an existing barbed-wire fence from the Center of Section 15, T.3N., R.1 W., S.L.B.&M. and running thence N0° 27'W 301.18 ft. along said line that is parallel and 15.50 ft. west of an existing barbed-wire fence to the beginning of a curve (Sta. 8+24.85); thence Northwesterly 78.03 ft. along the arc of a 144.07 ft. radius curve to the left through a central angle of 31° 02' (radius point bears S 89° 33'W from the beginning of the curve) to a point of tangency (Sta. 9+02.88); thence N31° 29'W 789.15 ft. along a line that is parallel and 15.50 ft. Southwesterly from an existing barbed-wire fence to the beginning of a curve (Sta. 16+92.03); thence Northwesterly 78.50 ft. along the arc of a 166.13 ft. radius curve to the left through a central angle of 27° 04'30" (radius point bears S 58° 31'W from the beginning of the curve) to a point of tangency (Sta. 17+70.53); thence N58° 33'30"W 117.50 ft. to the beginning of curve (Sta.

Mail to: C. P. Lodder
P. O. Box 506
Bountiful, Utah 84010

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18+88.03); thence Northwesterly 79.73 ft. along the arc of a 394.36 ft. radius curve to the right through a central angle of $11^{\circ} 35'$ (radius point bears $N31^{\circ} 26'30''E$ from the beginning of the curve) to a point of tangency (Sta. 19+67.76); thence $N46^{\circ} 58'30''W$ 168.60 ft. to the beginning of a curve (Sta. 21+36.36); thence Northwesterly 57.17 ft. along the arc of a 76.37 ft. radius curve to the left through a central angle of $42^{\circ} 53'30''$ (radius point bears $S43^{\circ} 01'30''W$ from the beginning of the curve) to a point of tangency (Sta. 21+93.53); thence $N89^{\circ} 52'W$ 459.77 ft. along a line that is parallel and 12.50 ft. north of an existing barbed-wire fence to the beginning of a curve (Sta. 26+53.30); thence Northwesterly 95.33 ft. along the arc of a 61.96 ft. radius curve to the right through a central angle of $88^{\circ} 10'$ (radius point bears $N0^{\circ} 08'E$ from the beginning of the curve) to a point of tangency (Sta. 27+48.63); thence $N1^{\circ} 24'W$ 1669.70 ft. along a line that is parallel and 12.50 ft. west of an existing barbed-wire fence to a point on the extended line of an existing barbed-wire fence (Sta. 44+18.33).

Containing 2.2353 acres.

TO HAVE AND TO HOLD the same unto said Grantee, his successors and assigns subject to the following conditions:

It is agreed that the Grantee shall bear the full expense of the installation, construction, maintenance, repair, operation, replacement or removal of said roadway. Further, the Grantee will reimburse the Grantor, its successors or assigns, for all damage or injury in, to or upon the above described property from the installing, constructing, maintaining, repairing, operating and replacing or removing said roadway and or in the transporting and using of the equipment in conjunction therewith.

Grantee, his successors or assigns, herein expressly assumes as of the date of this instrument, all risks or loss, damage or injury, of whatsoever kind, and expressly releases Grantor herein, its successors and assigns from all claims of every kind or nature arising by reason of or in connection with the installation, construction, maintenance, repair, operation and replacement or removal of said roadway, and further agrees to indemnify and hold harmless Grantor, its successors or assigns from any and all claims, actions, or causes of action of any kind or nature, by any party, arising out of or resulting from the installation, construction, maintenance, repair, operation, replacement or removal of said roadway.

Grantee, his successors or assigns, herein expressly assumes as of the date of this instrument, the responsibility of the installation, construction, maintenance, repair, operation, and replacement or removal of a gateway, located at the entrance of the aforesaid property which is to be locked at all times, except when such necessary and proper access to the roadway is deemed appropriate.

Grantee understands and agrees that this easement and the use thereof is limited to and granted exclusively for agricultural purposes and shall not be used in connection with any residential or commercial development of the dominant estate.

Finally, it is agreed that Grantee shall be responsible for any and all water drainage problems that might occur because of the roadway (easement) and bear the full expense of diverting any water that might accumulate along the side of, under or around the roadway through canals, conduits, pipes, channels, ditches or sumps.

Provisions of this easement shall inure to the benefits of and be binding upon Grantor and Grantees and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed
his easement this 1st day of November, 1983.

GRANTOR:

CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS, a
Utah Corporation Sole

By: J. A. Baker
Authorized Agent

GRANTEE:

Cort Lodder
CORT LODDER, TRUSTEE

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 1st day of November, 1983, personally appeared before me FRED A. BAKER, personally known to me to be the Authorized Agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said FRED A. BAKER acknowledged to me that the said corporation executed the same.

[Handwritten Signature]

Notary Public in and for
said County and State

My Commission Expires:
17 Aug 83

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the 20th day of December, 1983, personally appeared before me CORT LODDER, ^{TRUSTEE,} the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Handwritten Signature]

Notary Public in and for
said County and State

My Commission Expires:
April 4, 1986

