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When recorded, return to:  
**PARK CITY TITLE COMPANY**  
1670 Bonanza Drive, Suite 105  
Park City, UT 84060

Order No. 15685

00697277 Bk01617 Pg01567-01569

ALAN SPRIGGS, SUMMIT CO RECORDER  
2004 MAY 05 15:06 PM FEE \$16.00 BY GGB  
REQUEST: PARK CITY TITLE

## EASEMENT AGREEMENT

This Easement Agreement (the Agreement) is made this 30<sup>th</sup> day of April, 2004, by and between THOMAS D. REES, as Grantor, and EVA W. REES, as Grantee.

A. Grantor is the owner of certain property located in Coalville, Summit County, Utah, described as follows:

**Beginning at a point which is West 1126.42 feet and North 2431.28 feet from the Southeast corner of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian and running thence West 208.72; thence North 208.72 feet more or less to the Northerly line of the Southeast Quarter; thence East 208.72 feet along said line; thence South 208.72 feet to the point of beginning. Tax ID: NS-349-A-1**

B. Grantee is the owner of certain property located in Coalville, Summit County, Utah, described as follows:

**Beginning at the East ¼ corner of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian: and running thence North 89°49'13" West 3091.96 feet, along the ¼ section line to an existing fence line; thence North 41°37'20" East 1703.98 feet, along said fence line; thence North 61°24'25" East 34.41 feet, more or less along said fence line to the 40 acre line; thence South 89°21'32" East 496.65 feet, along said 40 acre line; thence South 41°29'16" East 604.96 feet, to an existing fence line; thence South 17°24'42" East 423.92 feet along said fence line; thence South 64°15'24" East 1005.49 feet to the point of beginning. Tax ID: NS-349-D**

**Also:**

**The Southeast ¼ of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian.**

**Less and Excepting to Coalville City: Beginning at a point West along the section line 2265.33 feet and North 340.12 feet from the Southeast corner of Section 7, Township 2 North, Range 5 East, and running thence North 36°09'17" East 243.36 feet; thence North 58°01'16" East 405.40 feet; thence North 88°04'34" East 236.30 feet; thence North 40°54'44" East 166.355 feet; thence North 27°43'35" West 281.37 feet to a fence corner; thence North 36°05'25" West along an old fence line 127.42**

feet to a fence corner; thence South 63°30' West along an old fence line 655.00 feet; thence South 36°09'17" West 512.03 feet; thence South 53°50'43" East 324.07 feet to the point of beginning.

Also less and excepting: Beginning at a point which is West 1126.42 feet and North 2431.28 feet from the Southeast corner of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence West 208.72 feet; thence North 208.72 feet more or less to the Northerly line of the Southeast 1/4, thence East 208.72 feet along said line; thence South 208.72 feet to the point of beginning.

Tax ID: NS-349-A

D. Grantor desires to allow Grantee to access her property by utilizing existing roads which currently exist across the Southeasterly corner of Grantor's property. Grantor also allows Grantee to access water line easement as it currently exists.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual easement over Grantor's property for the purpose of accessing Grantee's property.
2. Scope of Structure Easement. The Easement shall be limited to the right of Grantee to use the existing roads and use of water line easement, including the right of Grantee to maintain, protect, repair, replace and improve the existing roads and water line as may be reasonably required.
3. Term. The easement granted herein shall run with the land and shall be effective and binding upon the parties upon the execution of this Agreement.
5. Severability. If any clause, sentence or other portion of the terms, conditions, covenants and restrictions of this Agreement become illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.
6. Attorney Fees. If any action, proceeding or claim made by either party to enforce the provisions hereof, the defaulting party shall pay all costs incurred by the non-defaulting party therein, including attorney fees and court costs, whether or not suit is filed or judgment rendered thereon.
7. Successors and Assigns. This Agreement shall run with the subject property and shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors, assigns, heirs and all persons claiming by, through or under them. Any reference made herein to Grantor or Grantee is intended to refer also to any of their respective transferees,

successors and assigns, and all persons claiming by, through or under them.

Executed this 30 day of April, 2004.

GRANTOR:

  
THOMAS D. REES

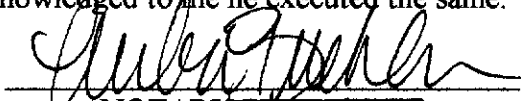
GRANTEE:

  
EVA W. REES

STATE OF UTAH )  
SS:  
COUNTY OF SUMMIT )

On the 30<sup>th</sup> day of April, 2004, personally appeared before me **THOMAS D. REES**, the signer of the foregoing instrument, who duly acknowledged to me he executed the same.

My commission expires: 1/9/06  
Residing at: Heber City, UT

  
NOTARY PUBLIC  
**AUBRI BUEHLER**  
NOTARY PUBLIC • STATE OF UTAH  
3761 E. BUEHLER LN  
HEBER CITY, UT 84032  
COMM. EXP. 1-9-2006

STATE OF CALIFORNIA )  
SS:  
COUNTY OF San Diego

On the 16<sup>th</sup> day of April, 2004, personally appeared before me **EVA W. REES**, the signer of the foregoing instrument, who duly acknowledged to me she executed the same.

My commission expires: November 18, 2007  
Residing at: Granitas, CA

  
NOTARY PUBLIC

  
KELLY JOHNSON  
Comm. # 1451552  
NOTARY PUBLIC - CALIFORNIA  
San Diego County  
My Comm. Expires Nov. 18, 2007