

MNT#95012475

WHEN RECORDED RETURN TO:

THOMAS C. STURDY

BLACKBURN & STOLL, L.C.

77 West 200 South Suite 400

Salt Lake City, Utah 84101-1609

6046823
03/23/95 4:00 PM 24.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY:D KILPACK DEPUTY - WI

GRANT OF EASEMENT

6046823

This Grant of Easement is made this 23rd day of February, 1995, by and between Dorothy Jane Withers as Trustee of the Dorothy Jane Withers Living Trust Dated July 14, 1992 ("the Trust"), 1566 Logan Avenue, Salt Lake City, Utah, Grantor, and Dorothy Standley ("Dorothy"), and John Standley, Susan M. Standley, Linda Standley Burandt and Peggy Standley Laub ("Standley Children") , Grantees.

WHEREAS, Grantor owns property located in Salt Lake City, Utah (hereinafter referred to as "324 Rear") and described more fully as:

Beginning at a point 5 rods North from the Southeast corner of Lot 2, Block 12, Plat A, Salt Lake City Survey, and running thence West 2.5 rods, thence North 5 rods, thence East 2.5 rods, thence South 5 rods to the point of beginning.

WHEREAS, Dorothy owns property located at 316 West 800 South, Salt Lake City, Utah (hereinafter referred to an "316 West") and described more fully as:

Beginning at the Southwest corner of Lot 1, Block 12, Plat A, Salt Lake City Survey, and running thence East 3 rods, thence North 5 rods, thence West 3 rods, thence South 5 rods to the point of beginning.

WHEREAS, The Standley Children own property located at 324 West 800 South, Salt Lake City, Utah (hereinafter referred to as "324 West") and described more fully as:

Beginning at the Southeast corner of Lot 2, Block 12, Plat A, Salt Lake City Survey, and running thence West 2.5 rods, thence North 5 rods, thence East 2.5 rods, thence South 5 rods to the point of beginning.

WHEREAS, the Trust owns property located at 770 South 300 West, Salt Lake City, Utah (hereinafter referred to as "770 South") and described more fully as:

Beginning 5 rods North from the Southeast corner of Lot 1, Block 12, Plat A, Salt Lake City Survey, and running thence North 121 feet, thence West 10 rods, thence South 121 feet and thence East 10 rods to the point of beginning.

WHEREAS, the Trust is contemplating a sale of the 324 rear parcel and the 770 South parcel; and

WHEREAS, the parties and their tenants use the 324 Rear parcel for parking and access and wish to continue to use it for those purposes; and

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WHEREAS, the Trust is willing to grant a non-exclusive right of way and easement across 324 Rear to the owners of 316 West, 324 West and 770 South (the "Dominant Estate");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for the sum of \$10.00 dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby convey and grant to the owners of the Dominant Parcels, a non-exclusive right of way over the 324 Rear parcel for ingress and egress to the Dominant Parcels. Grantor further grants to each owner of a dominant parcel a non-exclusive right to three parking spaces for motor vehicles on 324 Rear. The easement granted is subject to all of the terms, covenants, conditions and restrictions stated below.

2. Term. This Easement is perpetual, and shall not be extinguished by non-use or abandonment.

3. Grantor's Uses. This Easement is a non-exclusive Easement, and Grantor shall have the right to make any use of the Easement Area which is not inconsistent with the use permitted hereunder, subject to Paragraph 3 hereof.

4. Parking Restrictions: Grantor, its heirs, successors and assigns, may reasonably regulate the location and use of the parking spaces on the 324 Rear Parcel. No vehicle may be parked in one of the parking spaces for longer than 24 consecutive hours and no vehicle which is larger than a pick up truck may use one of the parking spaces. No vehicle may use the parking spaces in violation of law.

5. Insurance, Maintenance and Taxes. Grantees shall be responsible for maintaining adequate liability and property insurance coverage. Grantor shall not be responsible for injury to the persons or damage to the property of the Grantees, their licensees, guests, invitees, employees or agents, unless such injury or damage was caused by the neglect, recklessness or intentional act of the Grantor.

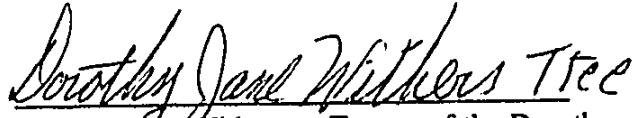
6. Nuisance. Grantees covenant and agree that they shall not create nor maintain any nuisance upon the easements granted herein, and that they shall not allow any such nuisance to be created or maintained by their licensees, invitees, agents or employees.

7. Benefit: This easement is for the benefit of the Dominant Parcels.

8. Successors and Assigns. The Easement granted herein shall run with the land and this Easement shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors and assigns, and all persons claiming under them.

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

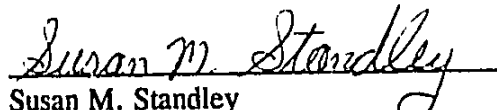
GRANTOR:



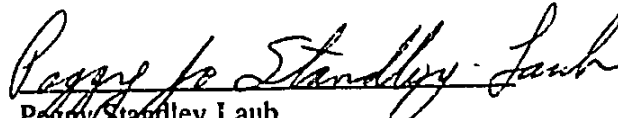
Dorothy Jane Withers as Trustee of the Dorothy
Jane Withers Living Trust Dated July 14, 1992

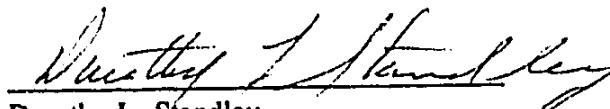
GRANTEES

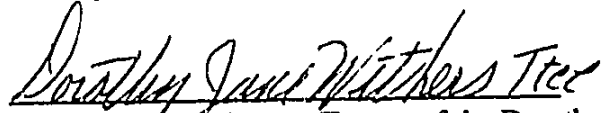

John C. Standley


Susan M. Standley


Linda Standley Burandt


Peggy Standley Laub


Dorothy L. Standley


Dorothy Jane Withers as Trustee of the Dorothy
Jane Withers Living Trust Dated July 14, 1992

STATE OF CALIFORNIA)
County of Riverside) :SS

The foregoing instrument was acknowledged before me this 24th of February, 1995, by John C. Standley.

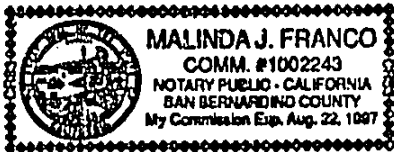


Louise Dampier
Notary Public
residing at:

my commission expires: 7/20/98

STATE OF CALIFORNIA)
County of SAN BERNARDINO) :SS

The foregoing instrument was acknowledged before me this 23rd of February, 1995, by Susan M. Standley.

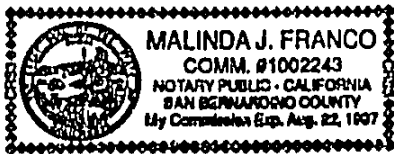


Malinda J. Franco
Notary Public
residing at: Chino, ca

my commission expires: 8-22-97

STATE OF CALIFORNIA)
County of SAN BERNARDINO) :SS

The foregoing instrument was acknowledged before me this 23rd of February, 1995, by Linda Standley Burandt.



Malinda J. Franco
Notary Public
residing at: Chino, ca

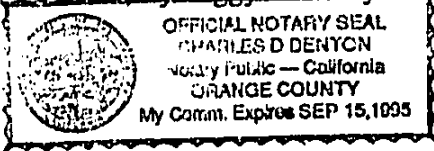
my commission expires: 8-22-97

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STATE OF California)
County of Orange)

The foregoing instrument was acknowledged before me this 23rd of February,
1995, by Reggy Standley Laub.



Charles D Denyon
Notary Public

STATE OF CALIFORNIA)
County of SAN BERNARDINO)

The foregoing instrument was acknowledged before me this 23rd of February,
1995, by Dorothy L Standley.



Malinda J Franco
Notary Public

residing at: Chino, CA

my commission expires: 8-22-97

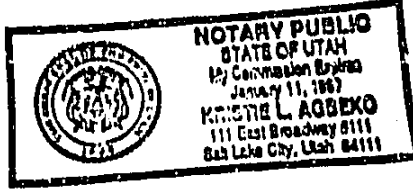
STATE OF UTAH)
County of Salt Lake)

The foregoing instrument was acknowledged before me this 22 of March,
1995, by Dorothy Jane Withers as Trustee of the Dorothy Jane Withers Living Trust dated July 14, 1992.

Kristie L. Agbeko
Notary Public

residing at: SLE, UT

my commission expires: 1-11-97



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