

Gunnell
2545 East 6200 South
Holladay, Utah 84121

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7/1/2011 12:22:00 PM \$22.00
Book - 9934 Pg - 4527-4533
Gary W. Ott
Recorder, Salt Lake County, UT
US TITLE PARK CITY
BY: eCASH, DEPUTY - EF 7 P.

EASEMENT

THIS AGREEMENT made this 30 day of June, 2011, between Kenneth G. Keller and Kristen L. Keller, as Trustees, of the Kenneth G. Keller and Kristen L. Keller Revocable Family Trust, hereinafter referred to as "Grantors," and Ronald C. Gunnell, hereinafter referred to as "Grantee."

RECITALS

A. Grantors are the owners of certain real property located in Salt Lake County, State of Utah, described as follows:

See, Exhibit "A" attached hereto.

The foregoing property shall be referred to as "Grantors' Property."

B. Grantee is the owner of a well and water right # 57-2153 located in Salt Lake County, State of Utah, described as follows:

See, Exhibits "A" and the more particular location of the well represented in Exhibit "B" attached hereto.

The foregoing well shall be referred to as "Grantees' Property."

C. The Grantee's Property is located inside the Grantors' Property.

D. Grantee desires reasonable access to and from the well owned by him, across Grantors' Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. Grantors hereby grant to Grantee, his heirs, successors, devisees, or anyone taking all or a portion of water right # 57-2153 from the well on Grantors' Property, reasonable access to the well across Grantors' property, for:

(a) The conveyance of water and the maintenance, removal and replacement of water pipes and systems running from the well.

(b) The conveyance of electricity and the maintenance, removal and replacement of electric power conduits, lines and wires utilized by the well.

(c) The maintenance of the well.

(d) The maintenance of any building, fixture, or structure utilized to conceal , protect, decorate, or pump water from the well.

(e) The maintenance of any utilities utilized in support of the well.

2. Grantee shall perform all maintenance of the well at Grantee's expense.

3. Grantee, his heirs, successors, devisees, or anyone taking all or a portion of water right # 57-2153 from the well on Grantors' Property, shall, at his own expense, maintain and repair any building, fixture, or structure utilized to conceal , protect, decorate, or pump the water from the well.

4. Any activity of Grantee on Grantors' property which disturbs, damages, impairs, or diminishes Grantors' property shall be timely repaired and restored to its previous or better condition by Grantee.

5. Grantee shall obtain any and all necessary permits and shall comply with any and all applicable ordinances, rules, regulations and laws applicable to such maintenance and/or repairs to be performed on the well or any activities related to the well. Grantee shall use his best efforts to minimize the disruption, dust, and other effects of any maintenance or repairs on the Grantors' Property.

WITNESS our hands the day and year first above written.

GRANTORS:

Kenneth G. Keller and Kristen L. Keller
Revocable Family Trust

Kenneth G. Keller, Trustee
Kenneth G. Keller, Trustee

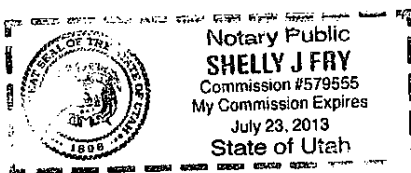
Kristen L. Keller, Trustee
Kristen L. Keller, Trustee

GRANTEE:

Ronald C. Gunnell
Ronald C. Gunnell

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

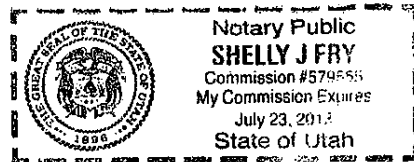
On the 1st day of July, 2011, personally appeared before me Kenneth G. Keller and Kristen L. Keller, as Trustees, of the Kenneth G. Keller and Kristen L. Keller Revocable Family Trust, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Shelly J Fry
NOTARY PUBLIC
Residing at: ARC Utah

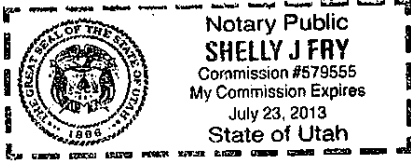
My Commission Expires:

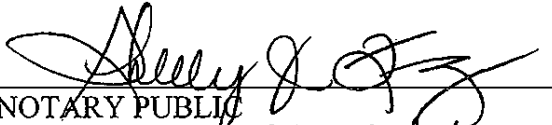
7/23/13



STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 1st day of July, 2011, personally appeared before me Robert C. Gunnell, the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.




NOTARY PUBLIC
Residing at: PRC Utah

My Commission Expires:

7/23/13

EXHIBIT "A"

Beginning at a point South $0^{\circ}17'02''$ West along the Section line 98.83 feet and North $89^{\circ}47'20''$ West 220.257 feet, and South $0^{\circ}03'20''$ East 431.969 feet, and South $89^{\circ}56'40''$ West along said South line of Cottonwood Acres No. 2 Subdivision as recorded with the Salt Lake County Recorders Office a distance of 597.696 feet from the East Quarter Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South $19^{\circ}26'46''$ West 133.000 feet; thence South $37^{\circ}01'$ West 218.840 feet; thence South $89^{\circ}56'40''$ West 68.684 feet to the East line of said Cottonwood Acres No. 2 Subdivision; thence North $0^{\circ}03'20''$ West along said East line 299.978 feet to the South line of said Cottonwood Acres No. 2 Subdivision; thence North $89^{\circ}56'40''$ East along said South line 245.002 feet to the point of beginning.

EXHIBIT "B"

22-15-22

Approx: Location of Well

