

10077464 BK H 0507-01
PATRICK D. NELSON, MORGAN CO. RECORDER
1979 FEB 19 15:35 PM FEE \$26.00 BY 60H
REQUEST: BOHMAN HOMESTEAD TRUST

AGREEMENT AND DEED GRANTING EASEMENT

THIS AGREEMENT AND DEED GRANTING EASEMENT (the "Agreement"), is made and entered into by and among PAUL N. CRITTENDEN and PAULA M. CRITTENDEN, husband and wife and DONALD J. WHITEAR, Trustee of the DONALD J. WHITEAR TRUST, of Peterson, Morgan County, Utah (collectively, "GRANTORS") and W. DALE BOHMAN, VICTOR BOHMAN, MARGARET J. BOHMAN and VERLE R. BOHMAN, Trustees OF the BOHMAN HOMESTEAD TRUST, of Peterson, Morgan County, Utah (collectively, "GRANTEES").

WITNESSETH:

WHEREAS GRANTEES are Co-Trustees of the Bohman Homestead Trust, u/t/d 07-20-1987, and owners in fee simple of that certain real property (the "GRANTEES' property") located in the unincorporated municipality of Peterson, County of Morgan, State of Utah, identified as Land Serial No. 01-004-0021, being more fully described as follows:

THE NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, CONSISTING OF ONE HUNDRED FIFTY-FIVE AND ONE HALF ACRES, MORE OR LESS.

WHEREAS GRANTORS own certain real property situated in the unincorporated municipality of Peterson, Morgan County, Utah, neighboring or contiguous to the afore-described parcel of GRANTEES ("GRANTORS' property") and more fully described as follows:

a. As to GRANTORS, Paul N. Crittenden and Paul M. Crittenden, Land Serial No. 01-004-106:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH RANGE 2 EAST SALT LAKE BASE & MERIDIAN; COMMENCING AT THE SOUTHWEST CORNER OF SD SECTION 6 THENCE NORTH 00D09'13" WEST 117.80 FEET ALONG THE SECTION LINE TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00D09'13" WEST 1208.71 FEET ALONG THE SECTION LINE; THENCE NORTH 90D00'00" EAST 102.44 FEET; THENCE NORTH 00D10'00" EAST 117 FEET; THENCE NORTH 61D00'00" EAST 104.50 FEET; THENCE NORTH 75D00'00" EAST 283.00 THENCE SOUTH 00D00'00" WEST 152 FEET; THENCE SOUTH 87D00'00" EAST 335.51 FEET; THENCE SOUTH 58D45'00" EAST 92 FEET; THENCE NORTH 35D57'00" EAST 190.74 FEET; THENCE SOUTH 42D36'00" EAST 38.01 FEET TO THE CNTR OF PETESN CRK; THENCE CNTRLN OF CRK; THENCE SOUTH 31D52'14" WEST 451.65 FEET; THENCE SOUTH 15D11'47" WEST 97.98 FEET; THENCE SOUTH 77D13'51" WEST 160.65 FEET; THENCE SOUTH 17D09'08" WEST 119.55 FEET;

THENCE SOUTH 33D34'53" WEST 144.96 FEET;
THENCE SOUTH 69D47'25" WEST 51.55 FEET; THENCE
NORTH 79D55'03" WEST 74.60 FEET; THENCE SOUTH
66D46'20" WEST 79.61 FEET; THENCE SOUTH
11D14'46" EAST 123.12 FEET THENCE SOUTH
52D07'44" WEST 150.03 FEET; THENCE SOUTH
02D15'34" WEST 124.04 FEET THENCE LEAV PETRSN
CREEK SOUTH 38D02'21" WEST 301.24 FEET TO THE
POINT OF BEGINNING. CONTAINING 14.94 ACRES.

b. As to GRANTORS, Donald J. Whitear, Trustee of the
Donald J. Whitear Trust, Land Serial No. 01-004-0018:

A PART OF THE NORTH ONE-HALF NORTHEAST QUARTER
OF SECTION 12, TOWNSHIP 4 NORTH RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN, T.B. BEGINNING AT
THE NORTHEAST CORNER HUB OF THE SD SECTION 12,
(HUB SET BY U.S. BLM. 1952 RESTORATION) &
RUNNING THENCE SOUTH 20.11 CHAINS TO THE 40
COR; THENCE WEST 23.50 CHAINS; THENCE NORTH
20.11 CHAINS THENCE EAST 23.50 CHAINS TO THE
POINT OF BEGINNING. LESS 0.52 ACRES CONVEY TO
PETERSON PIPELINE CO. FOR A WATER RESERVOIR,
CONT.. IN FOL DESC. RECORD. BOOK "P" OF DEEDS
PAGE 527; BEGINNING AT A POINT WHICH BEARS
SOUTH 64D10' WEST 1459.0 FEET FROM NORTHEAST
CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE
1 EAST, RUNNING THENCE WEST 150.0 FEET SOUTH
150.0 FEET; THENCE EAST 150.0 FEET; THENCE
NORTH 150.0 FEET TO THE POINT OF BEGINNING.

WHEREAS GRANTORS' property includes part of a roadway
("the Peterson Creek Roadway") presently used by GRANTEES;

WHEREAS a dispute has arisen over use of the Peterson
Creek Roadway by GRANTEES which is intended to be resolved by this
Agreement;

WHEREAS it is the intent of GRANTORS and GRANTEES that
they resolve differences between them as neighbors;

AND WHEREAS GRANTORS are willing to grant to GRANTEES an
easement and right-of-way over the portion of the Peterson Creek
Roadway as it crosses GRANTORS' property according to the
description and under the conditions enumerated herein,

NOW, THEREFORE, in consideration of the premises and
mutual covenants and agreements set forth herein, and of other good
and valuable consideration, the receipt and sufficiency of which
are hereby acknowledged, the parties do mutually covenant and agree
as follows:

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1. Easement. GRANTORS hereby grant and convey to GRANTEES, perpetual easement and right-of-way (the "easement") over the presently-existing Peterson Creek Roadway as it crosses their property. Because of the difficulty in describing this easement over GRANTORS' property by metes and bounds, the easement is designated on the attached map and described more fully through a video recording, a copy of which remains in the possession of both GRANTORS and GRANTEES:

2. Purpose. Said easement shall be for the purpose of ingress and egress to GRANTEES' property and is not intended for recreational use. The easement will run with the land thereby transferring to each new owner of GRANTEES' property under the conditions set forth in this Agreement.

3. Rules for Easement Use.

a. Access to and from properties along the easement is confined to the visible easement. No easement user has a right to use any other private roadway on any of the properties traversed by the easement. Travel off the visible easement without permission of the relevant property owner will be considered trespassing. No easement owner has a right to give permission to any third party to trespass on another easement owner's property.

b. Cattle must be confined to the cattle owner's property by appropriate fencing, or if the cattle are not so confined, then the cattle owner shall be responsible for any property damage caused by such cattle.

c. Use of the easement across another easement owners' property shall be by licensed motor vehicles or farm equipment for legitimate roadway or property maintenance. If such maintenance is to be accomplished by use of four wheelers, then the four wheeler must be driven by an adult and only two four wheelers may be on the easement at any given time.

If an easement owner desires to seek an exception to this rule, he or she must obtain permission from the property owner whose property would be crossed.

The use of the easement by snowmobiles is prohibited unless the property owner whose land would be crossed expressly provides permission for that particular use.

d. Parking by easement owners or users is restricted to their own property or a public road.

e. Easement users must make every possible effort to keep down dust and noise by controlling the speed of vehicles using the easement. The speed limit on the easement is ten (10) miles per hour.

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f. Easement users will restrict late-night use whenever possible and be courteous about vehicle lights and noise, particularly at night.

g. No loose dogs will be permitted on the easement. Dogs will only be permitted off leashes or outside of vehicles on the owner's own property.

h. In the event that any easement owner observes any individual abusing the easement or the adjoining property and/or breaking the rules herein, that easement owner will make every reasonable effort to identify the person actually causing the problem.

i. The easement maybe posted with signs restricting use of the easement to the roadway if those signs are deemed helpful by the property owners.

4. Locks and Keys. All keys belonging to easement users must be kept in the possession of the designated key holder and not be left available for use by third-parties who may not be apprised of the rules for easement use. Violation of this rule will result in the violating key-holders forfeiting the privilege of holding a key for one year.

a. The Bohman family is restricted to twenty-five (25) keys which keys will be numbered and registered and a list of these key-holders will be provided to the Crittendens and the Whitears. These keys must be of a quality that they cannot be duplicated.

b. The locking mechanism on each of the gates along the easement will be arranged so that each easement owner will have a separate lock permitting access through all gates leading to his or her own property.

5. Maintenance. Maintenance of the easement will be accomplished cooperatively. There will be an annual meeting of designated representatives of all interested property and easement owners to discuss the roadway conditions and needs of property owners and easement users.

Easement users recognize that the baseline for assessing the roadway conditions is the condition of the roadway as of a date to be determined.

Maintenance of the roadway, including labor, material, equipment and cost, to maintain the baseline condition shall be shared equally by all property and easement owners of the particular portion of the easement in need of repair.

a. The Crittendens' responsibility ends at their garage and shed.

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b. The Whitears' responsibility ends at the boundary of the Gailey property.

6. Improvement. Improvement of the roadway to a condition in excess of the baseline, which may include repairs of wash-outs or erosion damage, will be shared according to the pro-rated formula previously described if agreed upon in advance. Otherwise improvements desired by individual easement owners will be accomplished at the expense of the easement owner or owners desiring the improvement with permission of the landowner.

7. Prohibition of Obstruction. The easement may not be obstructed. Therefore, the easement may not be obstructed by gates, fences, trailers, or vehicles except as provided herein.

8. Construction. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If any provision of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

9. Effect. The provisions of this agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and the parties hereby agree for themselves, and for their heirs, personal representatives, successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of this Agreement.

10. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in this agreement and shall be of no further force or effect. No amendment, modification, or change in this agreement shall be valid or binding unless reduced to writing and signed by all of the parties hereof.

11. No Presumption. The parties agree that no presumption shall be attached to this Agreement because it may have been prepared by one of the parties or by one party's attorney.

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IN WITNESS WHEREOF, the parties have hereunto set their hand this 21st of Jan., 1999.

Paul N. Crittenden
PAUL N. CRITTENDEN

Paula M. Crittenden
PAULA M. CRITTENDEN

STATE OF UTAH)
: SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21st day of Jan., 1999, by PAUL N. and PAULA M. CRITTENDEN, husband and wife.



MY COMMISSION EXPIRES:

12-17-99

Shannon R. Nichols
NOTARY

Donald J. Whitear
DONALD J. WHITEAR, Trustee of THE
DONALD J. WHITEAR TRUST

STATE OF UTAH)
: SS.
COUNTY OF Wetmore)

00078464 BK 40147 Pg 00512

The foregoing instrument was acknowledged before me this 25th day of January, 1999, by DONALD J. WHITEAR, individually and as Trustee of the DONALD J. WHITEAR TRUST.

Shannon R. Nichols
NOTARY

MY COMMISSION EXPIRES;



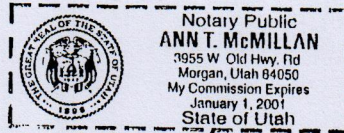
W. Dale Bohman
W. DALE BOHMAN

Victor Bohman
VICTOR BOHMAN

Margaret J. Bohman
MARGARET J. BOHMAN

Verle R. Bohman
VERLE R. BOHMAN

STATE OF UTAH)
COUNTY OF Morgan) ss.



The foregoing instrument was acknowledged before me this 8th day of February, 1999, by W. DALE BOHMAN, MARGARET J. BOHMAN and VERLE R. BOHMAN, individually and as Trustees of the BOHMAN HOMESTEAD TRUST.

Ann T. McMillan
NOTARY

MY COMMISSION EXPIRES:

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STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

The foregoing instrument was acknowledged before me this 14th day of February, 1999, by VICTOR BOHMAN, individually and as Trustee of the BOHMAN HOMESTEAD TRUST.

Robin L. Christopheron
NOTARY

MY COMMISSION EXPIRES:

Jan. 20, 2001

