

WHEN RECORDED, PLEASE RETURN TO:

Don B. Sargent and Leslee B. Sargent
P.O. Box 266
Coalville, Utah 84017

00533794 BR01241 Pg00164-00167

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 MAR 24 11:20 AM FEE \$17.00 BY DMG
REQUEST: DON B SARGENT

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made this ^{29th} day of March, 1999, by and between CEDARCREST FARM, a Utah Corporation, (hereinafter referred to as "Grantors") and DON B. SARGENT and LESLEE B. SARGENT, as joint tenants with full rights of survivorship, (hereinafter referred to as "Grantees" or "Sargents").

WHEREAS, Grantors are the owners of a certain strip of unimproved real property located in Coalville, Utah, which is more particular described as CEDARCREST FARM;

WHEREAS, Grantees are the owners of certain real property located in Coalville, Summit County, Utah, which is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Sargent Property") which adjoins a portion of the Cedarcrest Farm; and

WHEREAS, Grantees desire to use a portion of the Cedarcrest Farm, running approximately east and west, for ingress and egress to the Sargent Property; and

WHEREAS, Grantees desire to obtain and Grantors are willing to grant a nonexclusive easement upon a portion of the Cedarcrest Farm, as herein provided for the purpose of ingress and egress by Grantees to and from the Sargent Property, and the parties hereto now desire to memorialize their agreement concerning the same.

NOW, THEREFORE, in consideration of the sum of ten dollars, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantees, without warranty or representation, a perpetual, nonexclusive easement (the "Easement") which is twenty-four (24) feet in width with a centerline that is more particularly described as follows:

BEGINNING AT A POINT WHICH IS NORTH 1354.33 FEET
FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2

NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, (SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF COALVILLE MAIN STREET AND CENTERLINE OF AN EXISTING DIRT ROAD) AND RUNNING THENCE SOUTH 83°46'51" EAST 448.01 FEET; THENCE NORTH 40°46'26" EAST 44.25 FEET; THENCE SOUTH 25°20'25" EAST 16.69 FEET; THENCE SOUTH 80°22'39" EAST 61.25 FEET; THENCE NORTH 79°08'59" EAST 74.59 FEET; THENCE SOUTH 63°05'28" EAST 90.48 FEET; THENCE NORTH 81°03'07" EAST 32.03 FEET; THENCE NORTH 58°53'56" EAST 36.37 FEET; THENCE NORTH 82°37'44" EAST 37.14 FEET; THENCE NORTH 06°14'37" EAST 29.51 FEET; THENCE NORTH 41°11'35" EAST 62.04 FEET; THENCE NORTH 44°43'42" EAST 89.45 FEET; THENCE NORTH 62°39'04" EAST 50.31 FEET; THENCE NORTH 01°47'24" WEST 76.74 FEET TO THE WESTERLY LINE OF LOT NO. 1.

The Easement hereby granted is for the benefit of the Sargent Property, for the purpose of providing Sargents access to and from the Sargent Property, for ingress and egress and to install and maintain utilities.

2. Scope. The Easement shall include the right of the Grantees, their assigns and guests to use the Easement Property described above, to gain access to and from the Sargent Property, which may be located on the Cedarcrest Farm Property, but may not be expanded for any other use nor to allow any other property owner to have use of the easement.

3. Maintenance. It shall be the responsibility of the Grantees, or any successors in interest to the Sargent Property, to provide all necessary repairs, maintenance and improvements, including grading, graveling, paving and leveling of the Easement Property, as well as snow removal.

4. Term. The Easement granted herein shall run with the land and shall be effective and binding on the parties upon the execution of this Agreement and shall be perpetual in its term, and shall not be extinguished by nonuse or abandonment, or transfer of any interest in the properties affected by this Agreement, but shall remain as a burden to the Sargents for the benefit of the Cedarcrest Farm Property, according to the terms hereof.

5. No Representations and Warranties. Grantors make no warranties or representations concerning the Easement, its suitability for the intended use, the cost of maintenance or otherwise.

6. Use by Grantors. Nothing in this Agreement shall preclude Grantors from using, developing or fencing the Easement Property or permitting the use by others of the Easement Property, so long as such use does not prevent the use thereof by Grantees.

EXHIBIT "A"

All of Lot 1 in the CEDAR CREST SUBDIVISION, according to the Official Plat thereof on file and of record in the Office of the Summit County Recorder. Together with all improvements thereon and appurtenances thereunto belonging.

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