

Entry No. 121900 Recorded at request of Vernon Dickman
Date June 26, 1964 at 12:15 P.M. Book 8-49 Page 387-388 Fee 8.40
Hellen P. Barker Washington County Recorder, By _____ Deputy.

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of June, 1964, by and between DIXON TERRY, CONNIE TERRY,

BRITEN TERRY and KELLAND TERRY, Party of the First Part, which expression shall include their heirs, executors, administrators, agents or assigns, where the context so requires or admits, and VERNON DICKMAN and DeBETH S. DICKMAN, Party of the Second Part, which expression includes their heirs, executors, administrators, agents or assigns, where the context so requires or admits,

W I T N E S S E T H:

WHEREAS, the Party of the First Part owns and has title to that real estate and real property described as follows:

Northeast Quarter Section 12, Township 42 South, Range 11 West, S.L.B.M., Washington County, Utah

and

WHEREAS, the Party of the Second Part owns and has title to that real estate and real property described as follows:

South Half of the Southeast Quarter, Section 6, and Southeast Quarter, Southwest Quarter, Section 6, and the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 6, all in Township 42 South, Range 10 West, S.L.B.M. Washington County, Utah

and

WHEREAS, the Party of the Second Part desires an appurtenant easement over the real property belonging to the Party of the First Part for the purpose of access to the real property owned by the Party of the Second Part;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

The Party of the First Part, in consideration of \$750.00 receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, assign and set over to the Party of the Second Part, an appurtenant easement consisting of an access way sixty-six (66) feet in width, extending through the

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1 Northeast Quarter of Section 12 as aforesaid.

2 Said easement contemplates that the real property of
3 the First Party aforementioned shall constitute the servient
4 tenement and that the real property of the Second Party afore-
5 mentioned shall constitute the dominant tenement, and that the
6 said easement shall be an easement running with the land.

7 The Party of the First Part shall fully use and enjoy
8 the aforesaid servient tenement, except as to the rights herein
9 granted; and the Party of the Second Part hereby agrees to hold
10 and save the said Party of the First Part, harmless from any and
11 all damage arising from the use of the right, easement and right-
12 of-way herein granted, and agrees to pay any damage or damages
13 which may arise to the property, premises or rights of Party of
14 the First Part through Second Party's use, occupance and possess-
15 ion of the rights herein granted.

16 It is expressly understood and agreed that the Party of
17 the Second Part shall have the right of ingress to, and egress
18 from, the property of the Party of the First Part for the purpose
19 of performing maintenance and making repairs to enable easement
20 to be used or enjoyed.

21 TO HAVE AND TO HOLD the said easement, right, and right-
22 of-way unto the Party of the Second Part, their successors or as-
23 signs, under the specific conditions, restrictions and considera-
24 tions as set forth herein.

25 IN WITNESS WHEREOF, the Parties hereto have hereunto set
26 their hands the day and year first above written.

27 Vernon Dickman
28 VERNON DICKMAN

Dillon Terry
DILLON TERRY

29 DeBeth S. Dickman
30 DeBETH S. DICKMAN
Party of the Second Part

Connie Terry
CONNIE TERRY

31

Britten Terry
BRITTEN TERRY

32

Kelland Terry
KELLAND TERRY
Party of the First Part

Darwin Terry
DARWIN TERRY
Party of the First Part

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