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When Recorded Return to:

Durham Jones & Pinegar
111 East Broadway, Suite 900
Salt Lake City, Utah 84111
Attn: Jeffrey M. Jones

7917024
06/07/2001 02:17 PM 32.00
Book - 8466 Pg - 1898-1905
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DURHAM, JONES AND PINEGAR
111 E BROADWAY STE. 900
SLC UT 84111
BY: RDJ, DEPUTY - WI 8 P.

7917024

DECLARATION AND GRANT OF EASEMENT

This Declaration and Grant of Easement (the "Agreement") is entered into this 6th day of June, 2001, by and among **ALBERT L. and YVETTE UNGRICHT**, as joint tenants, **STEVEN A. and TERRI F. HALL**, as joint tenants, and **H. STEPHEN and MARYALYS POULSON**, as joint tenants (all of the foregoing individuals are hereinafter collectively referred to as "Grantors"), and **THE GORDON B. HINCKLEY FAMILY LIMITED PARTNERSHIP**, a Utah limited partnership (the "Grantee").

I. RECITALS.

- A. Grantors are the owners of the real property described on Exhibit "A" attached hereto (the "Grantor Property"). The Grantor Property is the servient tenement in this Agreement and consists of a part of Lots 3, 4 and 5 of the Spring Hollow II Subdivision (the "Subdivision") which is more fully described in Exhibit "C" (the "Easement Property"). The Easement Property is designated as a "Non-Exclusive Utility Access, Sewer & Storm Drainage Easement R.O.W." on the Official Plat of the Subdivision on file with the Salt Lake County Recorder's Office and filed on January 13, 1984 in Book 84-1 on Page 3 as Entry No. 3892752.
- B. Grantee is the owner of the real property described on Exhibit "B" attached hereto (the "Grantee Property"). The Grantee Property is the dominant tenement which consists of a lot adjoining the Easement Property.
- C. The Easement Property consists of a common driveway used by the parties hereto to access both the Grantor Property and Grantee Property. A drawing of the Easement Property showing the designated right of way as well as the common driveway is included as part of Exhibit "C".
- D. The fact that the Easement Property is also used to access the Grantee Property is not clear from the Plat of the Subdivision or other official records. The parties hereto desire to clarify the use of the Easement Property in this Agreement.
- E. Therefore, in consideration of the promises, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

DK 8466 PG 1898

II. AGREEMENT.

1. Grant of Easement. Grantors hereby grant to Grantee, its successors and assigns, a perpetual access easement and right of way across the Easement Property and appurtenant to the Grantee Property.

2. Severability. Invalidation of any of the restrictions or other provisions of this Agreement shall in no way affect any of the other restrictions or provisions of this Agreement.

3. Headings. The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective paragraph.

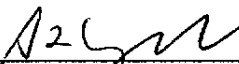
4. Covenants to Run with Land. All provision of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns, successors and personal representatives of the parties hereto.

5. Incorporation of Exhibits. All Recitals and the Exhibits attached hereto are by this reference incorporated herein as though set forth in full.

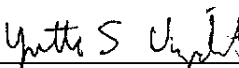
6. Attorneys' Fees. Either party may enforce this agreement by appropriate action, and the prevailing party in any such action shall be entitled to recover its costs and attorneys' fees therein.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first set forth above.

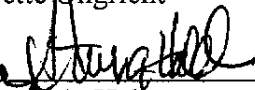
Grantors:



Albert L. Ungricht



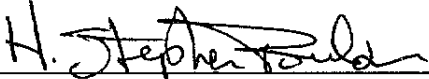
Yvette Ungricht



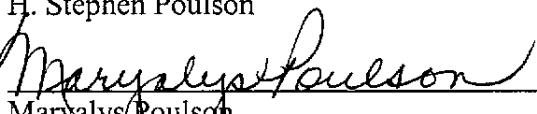
Steven A. Hall



Terri F. Hall



H. Stephen Poulson



Maryalys Poulson

Grantee

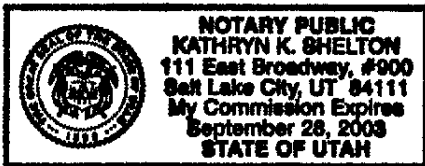
**THE GORDON B. HINCKLEY
FAMILY LIMITED PARTNERSHIP,
A Utah limited partnership,**

By: *Gordon B. Hinckley*
Its: *General Partner*

STATE OF UTAH)
COUNTY OF *Salt Lake*) ss.

The foregoing instrument was duly acknowledged before me this *5th* day of June, 2001, by **Albert L. and Yvette Ungricht.**

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

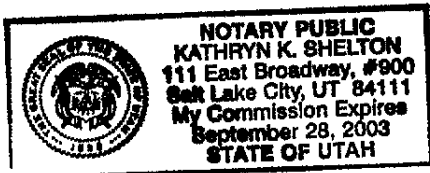


Kathryn K. Shelton
Notary Public

STATE OF UTAH)
COUNTY OF *Salt Lake*) ss.

The foregoing instrument was duly acknowledged before me this *5th* day of June, 2001, by **Steven A. and Terri F. Hall.**

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

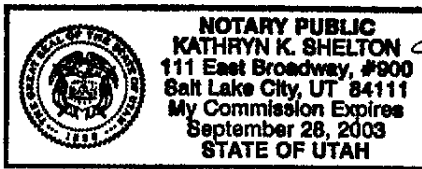


Kathryn K. Shelton
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was duly acknowledged before me this 5th day of June, 2001, by **H. Stephen and Maryalys Poulson.**

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

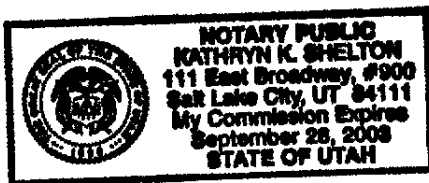


Kathryn K. Shelton
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was duly acknowledged before me this 6th day of June, 2001, by Gordon B. Hinckley as the General Partner of **THE GORDON B. HINCKLEY FAMILY LIMITED PARTNERSHIP**, a Utah limited partnership, on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Kathryn K. Shelton
Notary Public

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EXHIBIT "A"
(Legal Description of Grantor Property)

The real property is situated in Salt Lake County, State of Utah and is more particularly described as follows:

Lots 3, 4 and 5 of the Spring Hollow II Subdivision according to the official plat thereof as filed with the Salt Lake County Recorder's Office on January 13, 1984 in Book 84-1, Page 3, Entry No. 3892752.

EXHIBIT "B"

(Legal Description of Grantee Property)

The real property is situated in Salt Lake County, State of Utah and is more particularly described as follows:

BEG N 0°00'30" E 262.01 FT FR W 1/4 COR SEC 35 T 1S R 1E; SLM; N
0°00'30" E 100 FT E 231 FT N 0°00'30" E 89.76 FT E 56.76 FT N 43°38' E 55.11
FT E 2.68 FT S 0°00'30" W 108 07 FT; S 46°30' W 55.11 FT; W 109.71 FT; S
0°00'30" W 85 FT; W 183 FT TO BEG. 0.6 AC 5472-1290 5996-2309 6565-747
THRU 751 6614-894

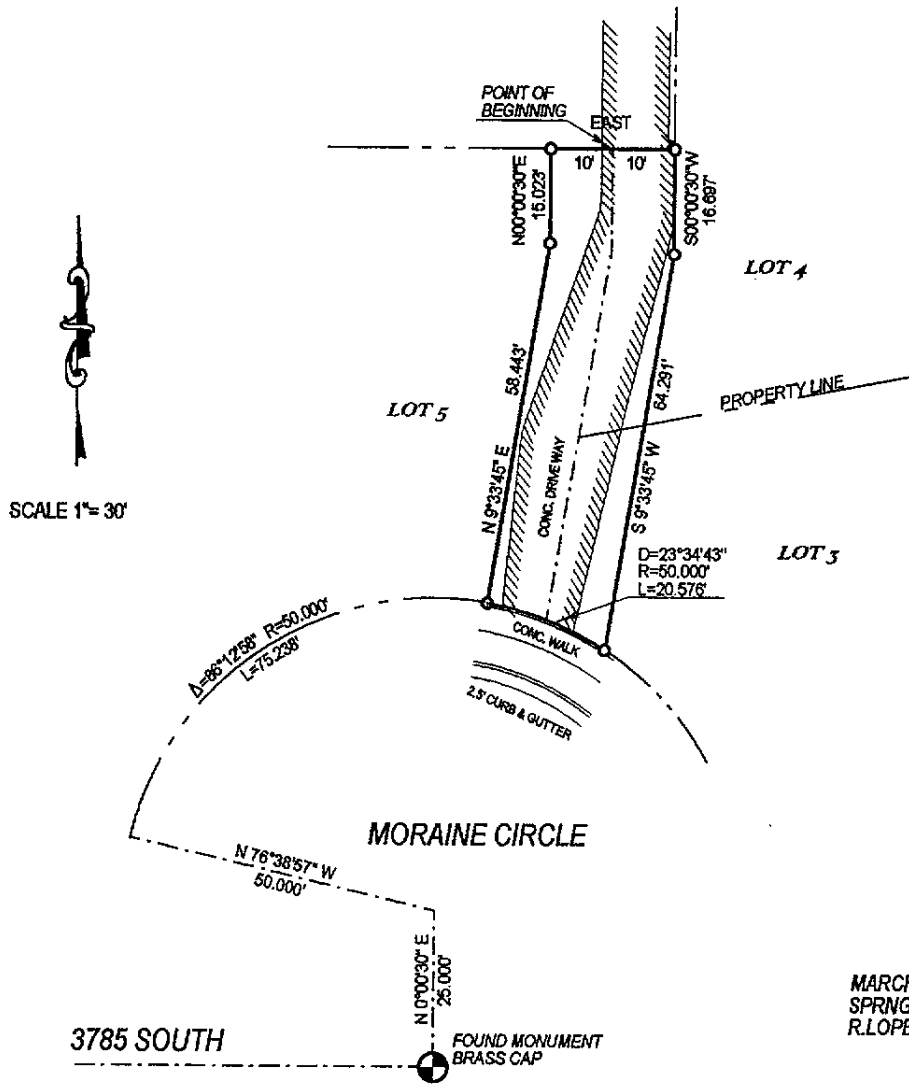
EXHIBIT "C"
(Legal Description of the Easement Property and Drawing)

(See attached)

RIGHT OF WAY DESCRIPTION

A 20 foot right of way being a part of Lots 3, 4 and 5, Spring Hollow Subdivision, II as Recorded, and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 5, Spring Hollow Subdivision No. II, as recorded in the office of the Salt Lake County Recorder said point being on the centerline of a twenty foot non - exclusive utility easement and access right of way, as shown on said plat and running thence East, a distance of 10.000 feet; thence S 0°00'30" W, a distance of 16.697 feet; thence S 9°33'45" W, a distance of 64.291 feet to a point of curvature, concave to the south, having a radius of 50.000 feet a central angle of 23°34'43", and a chord of 20.431 feet bearing N 68°38'38" W; thence northwesterly along said curve, a distance of 20.576 feet; thence N 9°33'45" E, a distance of 58.443 feet; thence N 0°00'30" E, a distance of 15.023 feet; thence East, a distance of 10.000 feet to the POINT OF BEGINNING; said described tract containing 1530 Square Feet, more or less.



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