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When Recorded, Return to:  
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Salt Lake City, Utah 84145-0385

6389009  
06/21/96 12:03 PM 29.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
KATHY S HILL  
PO BOX 262 LEHI UT 84043-0262  
REC BY:V ASHBY ,DEPUTY - WI

## EASEMENT AGREEMENT

IN CONSIDERATION of Ten Dollars and other good and valuable consideration, Robert E. Bruce, ("Grantor") hereby grants and conveys unto Kathy S. Hill, an individual, resident of Salt Lake County, State of Utah ("Grantee"), and to her heirs, successors and assigns, an easement in perpetuity described as follows and for the following purposes:

The use, maintenance, operation and repair of an existing dirt drive and accessway across property located in the County of Salt Lake, State of Utah, more particularly described in Exhibit "A", the dimensions and metes and bounds description of which easement is also attached hereto as Exhibit "B" (such drive and access way, as so described, hereinafter referred to as the "Driveway Easement") all for the purpose of allowing access to the property of the Grantee which is more particularly described in Exhibit "C" which is also attached hereto.

Prior Rights. The Driveway Easement is granted subject to all existing encumbrances, liens, easements, rights of way, licenses, leases, and other agreements affecting the surface or subsurface of Grantor's property. Grantor covenants and agrees to obtain a consent and/or non-disturbance agreement in recordable form from holders of any existing encumbrances or liens on the property underlying the Driveway Easement. Grantor makes no other warranties or representations concerning the title to the property covered by the Driveway Easement.

Non-Exclusive Easement. The Driveway Easement is granted on a non-exclusive basis. Grantor and its successors and assigns may use the property covered by the Driveway Easement and grant similar rights to others so long as Grantee's use thereof is not disturbed or materially impaired. Grantor shall not grant other Easements on the property covered by the Driveway Easement without Grantee's prior written consent, which shall not be unreasonably withheld. Consent shall be deemed to be "reasonably" withheld if such additional easement or easements would, in the good faith judgment of the Grantee, materially interfere with Grantee's use of the Driveway Easement.

Use Limitations. The scope, volume and extent of the use of the Driveway Easement shall not exceed the historical usage afforded up to and including the date of the grant made hereunder, it being expressly understood and acknowledged by the Grantee that such access has been in the nature of single-owner access for non-commercial purposes. Grantee shall not place or construct any

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permanent surface installation on the Driveway Easement except for asphalt surfacing or other paving (or any replacement thereof). The Driveway Easement is limited to the dimensions described in Exhibit "B" which are reflective of existing lines and improvements in place and may not be enlarged or expanded in any form. Without limiting the generality of the foregoing, Grantee shall not place, beyond normal paving or surfacing of the same, additional asphalt, concrete barriers, buildings, signs, gates or other improvements of any nature or description on the Driveway Easement, except for natural vegetation approved in advance by Grantor. Grantee shall be entitled to resurface, repair, replace and stripe the asphalt, concrete or other surfacing material on the Driveway Easement. All construction activities shall be undertaken and completed as soon as reasonably possible after the commencement of the activity, and any disturbance of Grantor's property near the Driveway Easement shall be restored to its original grade and condition. The construction of all improvements shall be performed and conducted in a careful, safe, and workman like manner and shall not unreasonably interfere with Grantor's development of its property on or in the vicinity of the easement. Grantee shall not, without Grantor's prior written approval, remove any trees, bushes or natural vegetation, and in the event Grantor approves the temporary removal of such vegetation, Grantee shall replace and restore such vegetation as soon as practicable. Grantee shall keep all improvements located on the Driveway Easement, if any, in good and safe condition. Grantee shall observe all laws, ordinances, rules, and regulations of all governmental authorities.

Legal Descriptions. The legal description contained in Exhibits "A", "B" and "C" were provided by Grantee. Grantor makes no warranty as to their accuracy.

Successors and Assigns. All of the terms, covenants, and conditions of this agreement shall be binding upon the successors and assigns of the parties.

Governing Law; Attorneys' Fees. This Agreement shall be governed by the law of the State of Utah, and its courts shall have jurisdiction to enforce the same. In the event that either party shall be in default under this Agreement, the other party shall have the right commence legal proceedings in the appropriate court in the State of Utah to compel performance or other remedies as may be suitable, and the prevailing party shall be entitled to reasonable attorneys' fees.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this \_\_\_\_ day of June, 1996.

Grantor:

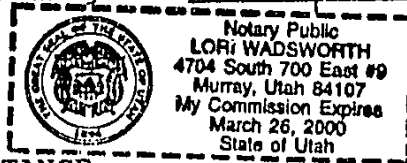
[Signature]  
Robert E. Bruce

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 1996, by Robert E. Bruce.

My commission expires:  
3-26-2000

[Signature]  
Notary Public  
Residing at: MURRAY, UTAH



GRANTEE'S ACCEPTANCE

Kathy S. Hill, Grantee under the foregoing Easement Agreement, hereby consents to the provisions of the Easement Agreement and accepts the Driveway Easements upon the terms and conditions contained in the foregoing Agreement this \_\_\_\_ day of June, 1996.

[Signature]  
Kathy S. Hill

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

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of June, 1996, by Kathy S. Hill.

My commission expires:  
3-26-2000

Lori Wadsworth  
Notary Public  
Residing at: MURRAY, UTAH

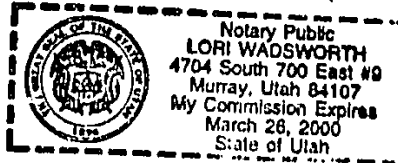


EXHIBIT "A"

A tract of land located in Salt Lake County, Utah, described as follows: Commencing 10 rods South from the center of the Northwest quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Meridian; thence South 26 rods; thence East 20 rods; thence North 26 rods; thence West 20 rods to the point of beginning.

EXHIBIT "B"

A tract of land located in Salt Lake County, Utah, described as follows: Beginning at a point that is on the centerline of 12000 South Street, said point being 403 feet, more or less, east of the intersection of the Union Pacific Railroad and centerline of said street and also on the east property line of a tract of land owned by Robert E. Bruce; and running thence North along the said property line 135 feet, more or less, to the South boundary line of the Kathy Hill property and North boundary line of Robert E. Bruce property; thence East along said line 12 feet; thence South 135 feet, more or less, to centerline of 12000 South Street; thence West along centerline 12 feet to the point of beginning.

EXHIBIT "C"

A tract of land located in Salt Lake County, Utah, described as follows (being property contained in portions of Lots 3, 5 and 6 of Block 32, Draper Townsite):

Commencing at a point at the intersection of a North/South fence and an East/West fence which point is approximately at the Northeast corner of Lot 6, Block 32, Draper Townsite, and running thence Westerly along said East/West fence line 212 feet, more or less, to a point where said fence intersects with a North/South fence; thence Southerly (and meandering somewhat East) along said North/South fence line 98 feet, more or less, to a point where said fence intersects with an East/West fence; thence Easterly along said East/West fence line 38.9 feet, more or less, to a point where said fence intersects with a North/South fence; thence Southerly (but not along said fence) 84 feet, more or less to the Northwest corner of a concrete and wood animal shelter; thence Southerly along the West edge of said concrete and wood animal shelter (and continuing Southerly past the South edge of said animal shelter along a fence line) 37.1 feet, more or less, to a point where said fence intersects with an East/West fence; thence East along said East/West fence line 15.8 feet, more or less, to a point where said fence intersects with a North/South fence; thence Southerly along said North/South fence line (and meandering somewhat East) 187.9 feet, more or less, to a point where said fence intersects an East/West fence; thence Easterly along said fence line 135.2 feet, more or less, to a point where said fence intersects with a North/South fence line separating subject property from Buyer's adjacent property to the East; thence Northerly along said North/South fence line 407 feet, more or less, to the point of beginning.

Except for the Southerly call of 84 feet in the vicinity of the animal shelter, it is the intent of the above description to follow the old established fence line of the pasture adjacent to original owner's home on the East (including the animal shelter).

Said land being also described as follows:

A parcel of land being part of Lots 3, 5 and 6, Block 32, Draperville Survey in the Northwest Quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian. Beginning at the Northeast corner of Lot 6, Block 32, Draperville Survey at a point approximately 1315 feet South 89 deg. 43'05" East and 977 feet South 0 deg. 06'46" West from the Northwest corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0 deg. 06'46" East 404.9 feet along the East line of said Block 32 to an existing fence; thence North 89 deg. 26'42" West 117.4 feet along said fence to an existing North South fence; thence along said North South fence line the following courses and distances; North 2 deg. 47'40" West 192.89 feet; and South 84 deg. 54'26" West 17.12 feet; thence North 6 deg. 09'08" West 37.1 feet to the Northwest corner of a concrete and wood animal shelter; thence North 6 deg. 12'35" West 84.21 feet to an

existing fence running generally in a Northerly direction; thence along last said fence the following courses and distances: North 57 deg. 34'41" West 23.51 feet; North 17 deg. 29'01" West 70.21 feet; thence North 7 deg. 56'50" East 14.17 feet to an existing East West fence; thence South 89 deg. 32'16" East 195.17 feet to the point of beginning.

PARCEL 2:

Commencing at the center of the Northwest quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 20 rods; thence East 20 rods; thence South 20 rods; thence West 20 rods to the point of beginning.

Also: Commencing at the center of the Northwest quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 10 rods; thence East 20 rods; thence North 10 rods; thence West 20 rods to the point of beginning.

RQN/DDM/DOC.179155