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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The Family Trust of John B. Anderson
625 West 5300 South F120
Salt Lake City, UT 84123

12609808
09/01/2017 04:09 PM \$27.00
Book - 10595 Pg - 2930-2938
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
KENNETH J MELROSE
3851 VIA MITAD
LOMPOC CA 93436-1615
BY: SRP, DEPUTY - MA 9 P.

(Space Above for Recorder's Use Only)

REAL ESTATE EASEMENT AGREEMENT
RECORDATION OF EXPRESSE EASEMENT BETWEEN APPURTENANT
LANDOWNERS

THIS AGREEMENT is made on August 14th, 2017, by and between Rima Patel, a human person of 8857 South 4680 West West Jordan, UT 84088 Salt Lake City, Utah 84102, hereinafter ("Grantor"), and The Family Trust of John B. Anderson of 331 S Elizabeth St., Salt Lake City, Utah, 84102 hereinafter ("Grantee") and was expressly consented to by Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, as beneficiary of that Trust Deed as recorded in Document No. 12416284 Book-10501 Pgs-7782-7798, Salt Lake County Deed Records, PARCEL I.D.#16-05-426-001, evidenced by that certain attached, signed and acknowledged Express Easement Consent Affidavit dated June 13th, 2017 (attached as Exhibit "A").

Recitals

A. The Grantor is the owner of certain real property commonly known as 327 S. Elizabeth St., Salt Lake City, Utah, 84102, and more fully described as follows: COM AT NW COR LOT 7, BLK 22, PLAT F, SLC SUR; E 129 FT; S 59.87 FT; W 129 FT; N 59.87 FT TO BEG. LESS STREET 4004-00066090-2633 6545-1094 7413-2061, 2058 7413-2065 7087-72 7413-2058 7087-0072 8550-0001 8850-8132 8911-1843 10244-8463, ("Servient Estate").

B. The Grantee is the owner of certain real property commonly known as Utah, 331 S Elizabeth St., Salt Lake City, Salt Lake City, Utah, 84102, and more fully described as follows: COM 64.5 FT N & 198 FT W FR SE COR LOT 7, BLK 22, PLAT F, SLC SUR, W 115.5 FT; N 40 5/8 FT; E 112.5 FT; S 2 FT; E 3 FTS 38 5/8 FT TO BEG. LESS STREET 4004-0006 7087-0072,0075, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

Grantor agrees to recognize via an express, written easement agreement the existence of prior-existing easements across its Servient Estate, which benefit Grantee's Dominant Estate as a means of access for its parking pads on its property via the shared, mutual asphalt driveway that

exists between the two properties, without which, access to the parking pads by the Dominant Estate owners would be impossible.

The shared driveway between the two properties has been used by the owners of each of the two properties since at least the construction of 331 S. Elizabeth St. in 1926. The easement takes the form of a shared driveway, which is commonplace in the neighborhood in which the two adjacent properties lie. The building of two such residential structures with the intent by the then grantor that they share such a driveway created an easement apparent, which if not then perfected, was perfected via prescription over the next 80 years by the continuous, open, obvious, apparent use of the shared driveway by the owners of the Dominant Estate, and if not then perfected, then perfected via necessity by 331 S. Elizabeth St. Rear, which is a landlocked parcel whose only means of access is via the easement across the Servient Estate driveway. Litigation has resulted due to successor owners of 327 S. Elizabeth St. choosing not to recognize this perfected easement, because it was not recorded, and denying owners of 331 S. Elizabeth St. the use of their easement to access their parking area.

In order to prevent future litigation and clouding of title and to make clear for all successors in interest and for all time, the Grantor and Grantee have come together to memorialize the existence of the Dominant Estate's unrecorded easement via an express, written easement agreement which is a recordable instrument which once recorded will place on notice all future successors-in-interest to both Estates that there exists an easement between the two properties for use of the shared driveway by the Dominant Estate, even though that driveway does not exist on its property.

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the length of the asphalt driveway which lies on Servient Estate, between the residential multiplex to the North on the Servient Estate and the residential duplex to the South, on the Dominant Estate, sufficient in length and width for a common, modern automobile to cross the shared driveway and to park on the parking spaces adjacent to the Dominant estate's residential duplex's east-facing exterior.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by recognizing and continuing to provide an essential means of access to the parking pads on the East side of the residential duplex on the Dominant Estate's property, without which there is no other means by which the owners of the Dominant Estate would be able to access the property to the East side of the Dominant Estate's residential duplex.

3. Duration and Binding Effect

The easement shall endure for all time. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by recognizing and continuing to provide an essential means of access to the parking pad on the East side of the residential duplex for the benefit of the owners of the Dominant Estate.

5. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive.

6. Grantee's Rights and Duties

Grantee and Grantor shall jointly share the duties of repairing and maintaining the asphalt driveway that is the subject of this easement and they each shall at all times keep the easement property free and open for the benefit of Grantor and Grantee and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property and vice versa. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

7. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement ceases to exist, are abandoned by Grantee, or become impossible to perform.

8. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

9. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

10. Grantee's Address:

331 S. Elizabeth Street, Salt Lake City, UT 84102

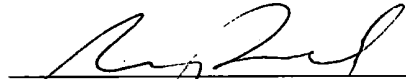
11. Grantor's Address:

327 S. Elizabeth Street, Salt Lake City, UT 84102

The parties have executed this agreement on the above mentioned date.

Signature Pages To Follow


GRANTOR:

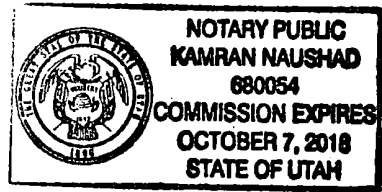

Rima Patel, personally

DATE: 13 July 2017

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 13 day of July, 2017, personally appeared before me Rima Patel, who, being duly sworn, did prove to me on a satisfactory basis her identity and did sign and execute the foregoing REAL ESTATE EASEMENT AGREEMENT, and acknowledged to me that she executed the same.


Utah Notary Public



GRANTEE:

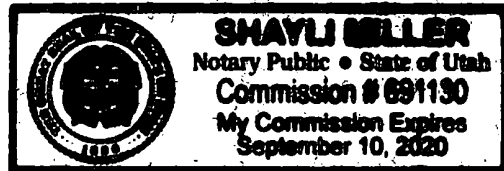
Lee Sorenson
Lee Sorenson, Trustee, of The Family Trust of John B Anderson

DATE: 8.14.17

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 14 day of August, 2017, personally appeared before me Lee Sorenson, Trustee of the Family Trust of John B. Anderson, who, being duly sworn, did prove to me on a satisfactory basis her identity and did sign and execute the foregoing REAL ESTATE EASEMENT AGREEMENT, and acknowledged to me that she executed the same.

Shayli Miller
Utah Notary Public

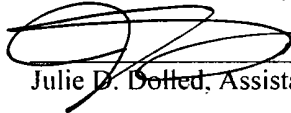


**EXHIBIT "A" EXPRESS EASEMENT CONSENT
AFFIDAVIT**

Express Easement Consent Affidavit

Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, as beneficiary of that Trust Deed as recorded in Document No. 12416284 Book-10501 Pgs-7782-7798, Salt Lake County Deed Records, PARCEL I.D.# 16-05-426-001, hereby consents to the express easement appurtenant (see attached REAL ESTATE EASEMENT AGREEMENT) granted by Rima Patel, and any future owner of 327 S. Elizabeth Street, Salt Lake City, UT 84102 to The Family Trust of John B Anderson, and to any future owner of 331 S. Elizabeth Street, Salt Lake City, UT 84102, for use of the shared driveway for egress and ingress onto the off-street parking pad on the 331 S. Elizabeth Street lot, as an express recognition of the easement by implication that has existed since the property had originally been subdivided and constructed in such a way as to make use of a jointly owned and shared driveway which burdens 327 S. Elizabeth Street to the benefit of 331 S. Elizabeth Street.

Mortgage Electronic Registration Systems, Inc.,
as nominee Guild Mortgage Company, a California
Corporation, its successors and assigns

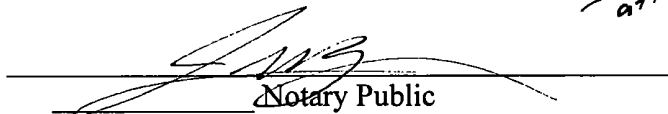


Julie D. Dotted, Assistant Secretary

STATE OF California)
 : ss
COUNTY OF San Diego)

On the 13th day of JUNE, 2017, personally appeared before me Julie D. Dotted who proved their identity and position as an agent or officer of Guild Mortgage Company on a satisfactory basis and who, being duly sworn, did say that he/she is authorized to sign the above and foregoing Express Easement Consent Affidavit, on behalf of Guild Mortgage Company, and acknowledged to me that he/she executed the same.

- See attached -


Notary Public

My Commission Expires: JUNE 19, 2019

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego } s.s.

On June 13, 2017 before me, Jesse Aqua Brown
Name of Notary Public, Title

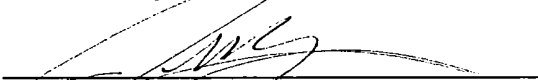
personally appeared Julie D. Dolled
Name of Signer (1)

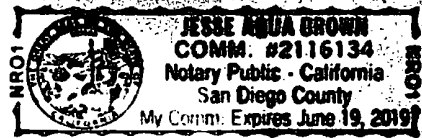
~NA~
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Express Easement Consent Affidavit. Loan #311-2003881 containing 5 pages, and dated 6/13/17.

- The signer(s) capacity or authority is/are as:
- Individual(s)
 - Attorney-in-fact
 - Corporate Officer(s) VP, Loan Servicing
Title(s)
Assistant Secretary
 - Guardian/Conservator
 - Partner - Limited/General
 - Trustee(s)
 - Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

<p>Method of Signer Identification</p> <p>Proved to me on the basis of satisfactory evidence:</p> <p><input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)</p> <p>Notarial event is detailed in notary journal on:</p> <p style="text-align: center;">Page # <u>1</u> Entry # <u>13</u></p> <p>Notary contact: _____</p> <p>Other</p> <p><input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)</p> <p><input type="checkbox"/> _____</p>
