

WHEN RECORDED, RETURN TO GARY R. FREE – 1100 East 6600 South #201, SLC, Utah 84121

EASEMENT AGREEMENT

This Agreement is made and entered into this 12th day of January, 2007, by and between Gary R. Free and James McQueen, Utah residents as equal general partners (“FMc”), and Mary Ann B. Wright, a Utah resident as successor trustee of the Grayson S. Wright Family Trust under Instrument dated November 2, 1995 (“GSW”).

Recitals:

- A. FMc owns fee simple title to Parcels 150106001 and 1501106002 in salt Lake City, Utah (more particularly described in the attached Exhibit A): such Parcels are referred to as the “Benefited Property”. GSW owns fee simple title to Parcel 1501106003 in Salt Lake City, Utah (more particularly described on the attached Exhibit B); such Parcel is referred to as the “Burdened Property”.
- B. GSW desires to encumber the Burdened Property with an easement for cross drainage To the Benefited Property from First South Street.
- C. The Parties desire to identify their obligations with respect to the maintenance of , and Insurance on, this easement.

Terms and Conditions:

In consideration of the Recitals which are an integral part of this Agreement, of the sum Of Ten Dollars (\$10.00) in hand paid to GSW along with other valuable consideration, and of the Promises contained in this Agreement and the benefits burdens accruing to each of the Parties, Their successors and assigns, GSW declares and grants, and the Parties agree, as follows:

1. Cross Drainage Easement: GSW grants to FMc, and it tenants, licensees, business invitees, employees, agents, successors, and assigns, and they shall have the use of, a non-exclusive (to the extent described below) right-of-way and easement for cross drainage on, over, upon, across, under, or through the entirety of the Burdened Property (the “Easement Area”).
2. Maintenance and Repair of Easement Area: FMc and its successors and assigns may maintain the Easement Area and keep the Easement Area free of snow, ice, rubbish, and obstructions of every nature and provide adequate drainage and lighting on it in a manner satisfactory to the needs of the Benefited Parcel. GSW need not provide such services. FMc and GSW shall keep the Easement Area free of obstructions which in any way shall interfere with any rights granted or retained by the Agreement.
3. Insurance: FMc shall maintain personal injury and property damage liability insurance in Connection with the Easement Area in an amount and on terms not less favorable than any

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1/30/2007 3:00:00 PM \$21.00
Book - 9415 Pg - 4733-4737
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 5 P.

ACCOMMODATION RECORDING ONLY
FOUNDERS TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY
SUFFICIENCY OR AFFECT OF THIS
DOCUMENT OR THE RECORDING THEREOF

BK 9415 PG 4733

Insurance maintained with respect to the areas of the Benefited Property with a like use. Any such policies shall name FMc and HM as co-insured's.

4. Non-Exclusive Rights to Use: The use of the Easement Area shall be non-exclusive as between the Parties and shall be for the use and benefit of both FMc and HM and their respective tenants, licensees, business invitees, employees, agents, successors, and assigns. HM shall not Grant any further easements with respect to any similar use of the Easement Area.

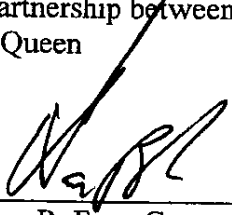
5. Severability: If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of the Agreement shall be declared illegal, null, or void for any reason, the remaining terms, conditions, covenants, and restrictions of this Agreement shall remain in full force and effect.

6. Covenants Running with the Land: The easements granted by HM and the restrictions imposed by, and the agreements contained in this Agreement shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of and be binding upon, the affected Parties and their respective successors and assigns including, without limitation, all subsequent owners of the Burdened Property and all persons claiming under them, and all subsequent owners of the Benefited Property and all persons claiming under them.

7. Enforcement: This instrument may be enforced by any party to it or a successor in interest to any such party. All remedies allowed at law or in equity shall be available to an enforcing party. In the case of any action to enforce this instrument or any of its terms, the prevailing party shall be entitled to an award of all costs of enforcement or of suit including reasonable attorney's fees.

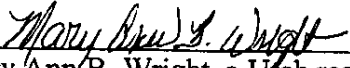
The Parties have executed this Agreement the day and year first above written.

General partnership between Gary R. Free and
James McQueen

By 
Gary R. Free, General Partner

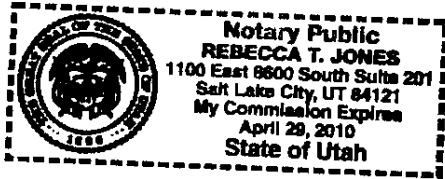
By 
James McQueen, General Partner

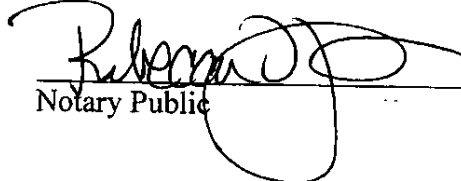
~~Haws A. Marble~~


Mary Ann B. Wright, a Utah resident as successor
Trustee of the Grayson S. Wright Family Trust
Under Instrument dated November 2, 1995 ("GSW")

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE

On the ~~12~~²⁵ day of January, 2007, personally appeared before me Gary R. Free and James McQueen, the signers of the foregoing Easement Agreement, who duly acknowledge to me that they are equal general partners and are authorized to execute the foregoing Agreement in behalf of their partnership.





Notary Public

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE

~~On the 12 day of January 2007, personally appeared before me Haws A. Marble, the Signer of the foregoing Easement Agreement, who duly acknowledge to me that he executed it.~~

Notary Public

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE

On the 12 day of January 2007, personally appeared before me Mary Ann B. Wright, the signer of the within instrument, who duly acknowledged to me that she executed the same.





Notary Public

EXHIBIT "A"

Parcel 1:

COM 30 FT W FR SE COR LOT 1 BLK 81 PLAT A SLC SUR W 119 FT N
135.2 FT E 48.47 FT S 30°20'19" E 18.07 FT E 11.41 FT S 30°28' E 96.98 FT S
36 FT TO BEG. 5383-1159 5591-1417 7125-2805 8939-4492

TAX PARCEL 1501106001.

Parcel 2:

BEG S 89°55'55" W 149.04 FT FR SE COR BLK 81, PLAT A, SLC SUR; S 89°
55'55" W 2.09 FT N 1°25'43" E 59.19 FT; N 3°51'27" W 81.63 FT; N 7°53'44" W
93.08 FT; N 50°27'36" E 95. FT; S'LY ALG 613.33 FT RADIUS CURVE TO R
238.75 FT; S 57°53'40" W 19.94 FT; N 30°45'17" W 92.49 FT; S 89°42'43" W
11.45 FT; N 30°37'36" W 18.13 FT; S 89°55'55" W 48.48 FT; S 0°04'12" W
135.24 FT TO BEG. 7093-12497125-2805 8939-4492

TAX PARCEL 1501106002.

Located in Salt Lake County, Utah.

EXHIBIT "B"

BEG SE COR BLK 81, PLAT A, SLC SUR; N 00°04'12" E 17.06 FT M OR L;
NWLY ALG A 613.33 FT RADIUS CURVE TO L 37.07 FT; S 57°53'40" W
19.94 FT; S 30°45'17" E. 4.80 FT; S 00°04'12" W 36.01 FT; N 89°55'55" E 30.01
FT TO BEG.

TAX PARCEL 1501106003.

Located in Salt Lake County, Utah.