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WHEN RECORDED RETURN TO:  
METRO NATIONAL TITLE  
7306 S. UNION PARK AVE.  
MIDVALE, UT 84047

95012995

36 25/W

**EASEMENT AGREEMENT**  
(For Common Driveway)

6115383  
07/06/95 10:44 AM 32.00  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: B GRAY DEPUTY - WI

BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

THIS AGREEMENT is made this 15<sup>th</sup> day of June, 1995, between BEVERLY S.

DAW, or her successor, as Trustee of the Beverly S. Daw Trust, dated May 1, 1992 (referred to hereinafter as "Daw") and ANCHOR PRINTING, INC. (referred to hereinafter as "Anchor").

**RECITALS:**

WHEREAS, Daw has previously held common ownership of Parcels No. 011, 012, 013, 014, and 015 as designated on the recorded map attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, there are three commercial buildings located on the parcels identified in Exhibit "A". These buildings are identified as "Building 'A'", "Building 'B'" and "Building 'C'" in the survey map dated May 8, 1995, prepared by J. Michael DeMass, which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, Anchor has contracted with Daw to purchase Building "C" as identified in Exhibit "B"; and

WHEREAS, there exists a common driveway that services "Building 'A'", "Building 'B'" and "Building 'C'" and the parties desire to preserve the continuing use and availability of this common driveway for the benefit of the owners of "Building 'B'" and "Building 'C'" and their respective tenants, guests and invitees.

NOW, THEREFORE, it is hereby agreed as follows:

1. A mutual and non-exclusive easement is hereby created and established for a common driveway to permit vehicular ingress and egress in favor and for the benefit of each of the buildings and parcels identified in Exhibit "B". This easement is created over the strip of land

BK 7170 PG 1323  
BK 7182 PG 1022

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described more specifically in the legal description attached hereto and incorporated herein by this reference as Exhibit "C-1" and "C-2".

2. This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates and the parties further agree that it is a covenant that shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, successors, or assigns.

3. The parties agree, on their own behalf and on behalf of their heirs, successors or assigns, to share equally the costs and expenses of maintaining the above-described easement in good repair at all times commencing from and continuing after the date of this Agreement. Any such repairs or maintenance deemed necessary or advisable shall not be undertaken under this agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such repairs or maintenance.

4. Any notice required under this Agreement shall be sent to the parties at the addresses listed below, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice. Any required notice shall be made by regular mail , properly addressed and postage prepaid:

Beverly S. Daw Trust, Dated May 1, 1992  
Beverly S. Daw, Trustee  
4080 South West Temple  
Salt Lake City, Utah 84107

Anchor Printing, Inc.  
Attn: Tanya Henrie, President  
4100 South West Temple  
Salt Lake City, Utah 84107

5. Each of the parties agree to indemnify the other against all liability for personal injury or damage to their property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this Agreement.

6. In the event of a dispute involving this Agreement, the prevailing party shall be entitled to recover their reasonable attorney fees and costs.

7. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

BEVERLY S. DAW TRUST:

ANCHOR PRINTING, INC.

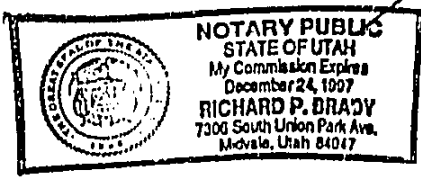
By: Beverly S. Daw, Trustee  
Beverly S. Daw, Trustee

By: Tanya Henrie  
Tanya Henrie, President

STATE OF UTAH )  
 )SS.  
COUNTY OF SALT LAKE )

On the 15 day of June, 1995, personally appeared before me BEVERLY S. DAW, Trustee of the Beverly S. Daw Trust, who duly acknowledged to me that she signed the foregoing Easement Agreement as her free act and deed.

Notary Public  
Residing at: Salt Lake County, Utah

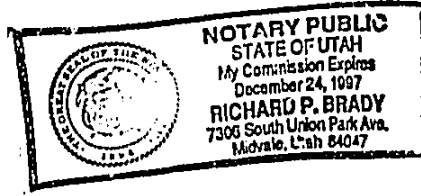


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BK 7182Pg1024

STATE OF UTAH            )  
                                  )SS.  
COUNTY OF SALT LAKE )

On the 15 day of June, 1995, personally appeared before me Tanya Henrie, President of Anchor Printing, Inc, who duly acknowledged to me that she signed the foregoing Easement Agreement on behalf of Anchor Printing, Inc. as her free act and deed.

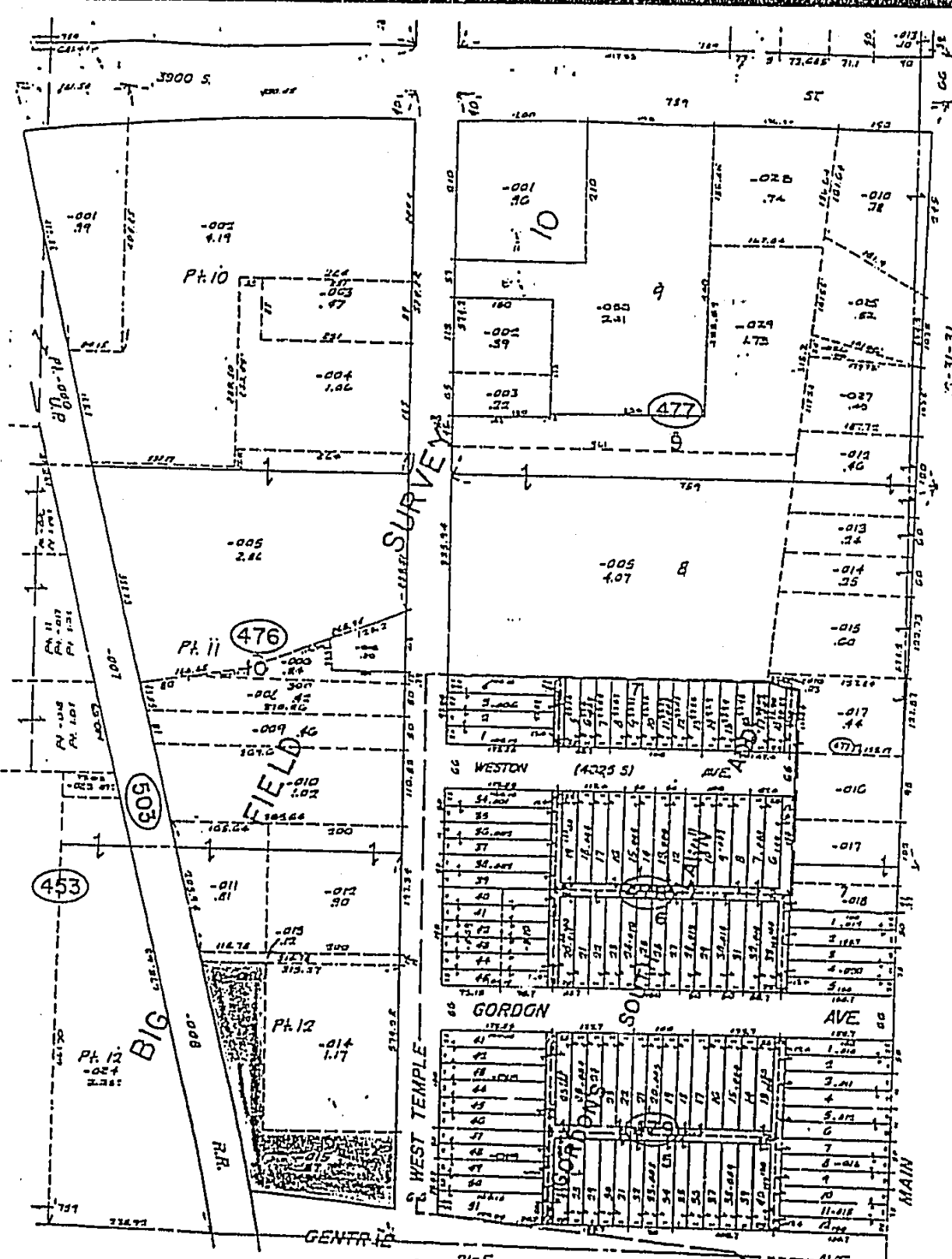
\_\_\_\_\_  
Notary Public  
Residing at: Salt Lake County, Utah,



BK 7170 FT 326  
BK 7182 PS 1025

EXHIBIT "A"

BK 7182 PG 1026  
BK 7170 PG 1327



NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

SALT LAKE CO.  
E. 1/2 S.E. 1/4 SEC. 36 T. 15. R. 1W.

365  
SCALE 1" = 100'  
15-36-42

parcel 2  
parcel 1

BK 7182 PG 1027

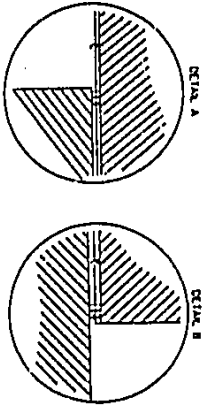
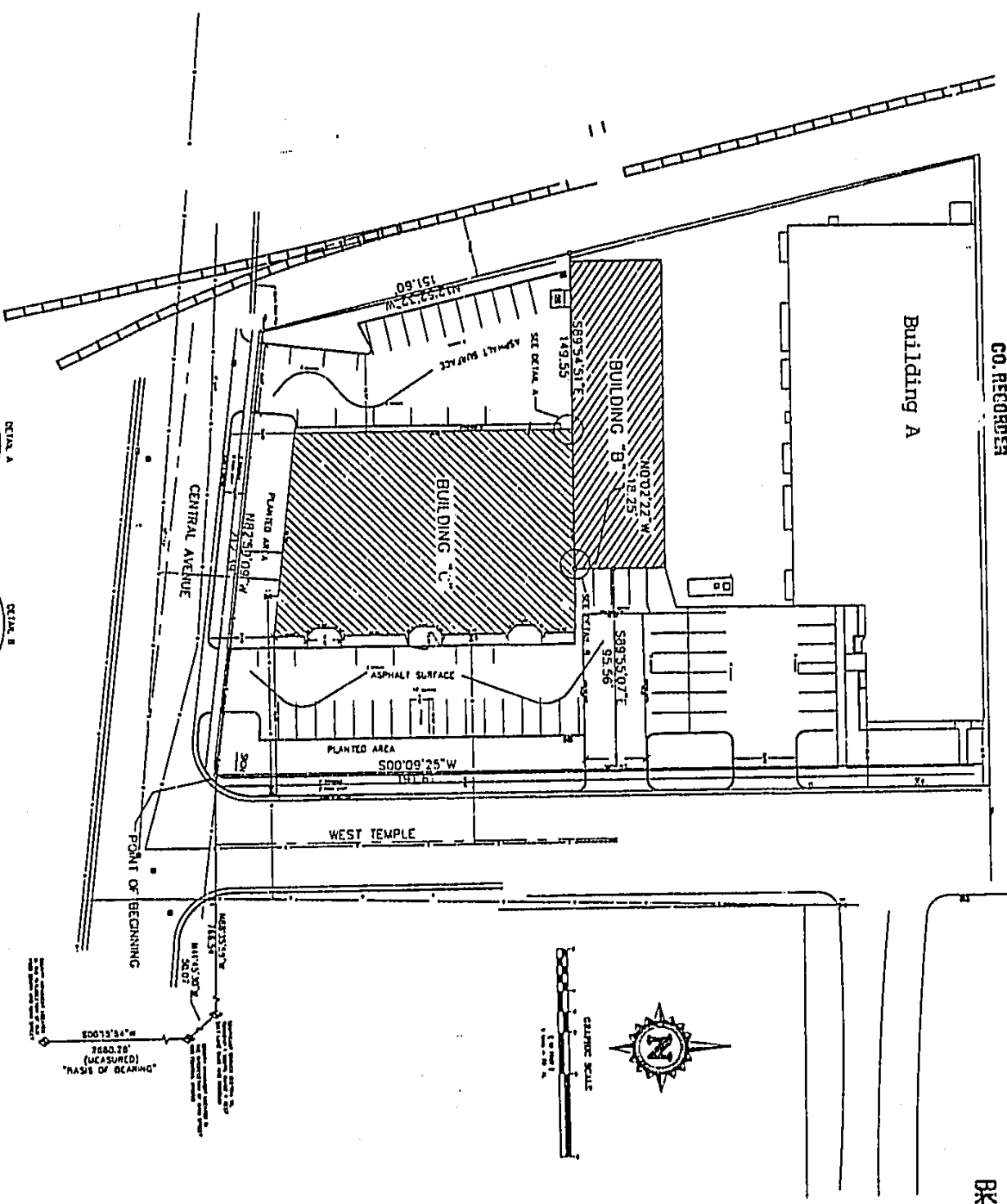
BK 7179 PG 1328

**EXHIBIT "B"**

BK 7182 PG 1028  
~~BK 7170 PGT 329~~

NOT LEGIBLE FOR MICROFILM  
CO. RECORDS

BK 7182 Pg 1029  
BK 7170 pg 1330



**LEGEND**

—	Center Line
—	Property Line
—	Asphalt Surface
—	Planted Area
—	Point of Beginning
—	Survey Station
—	Corner Mark
—	Survey Line
—	Right of Way
—	Utility Channel



EXHIBIT "C-1"

BK 7182 PG 1030  
~~BK 7170 PG 1331~~

EXHIBIT "A"

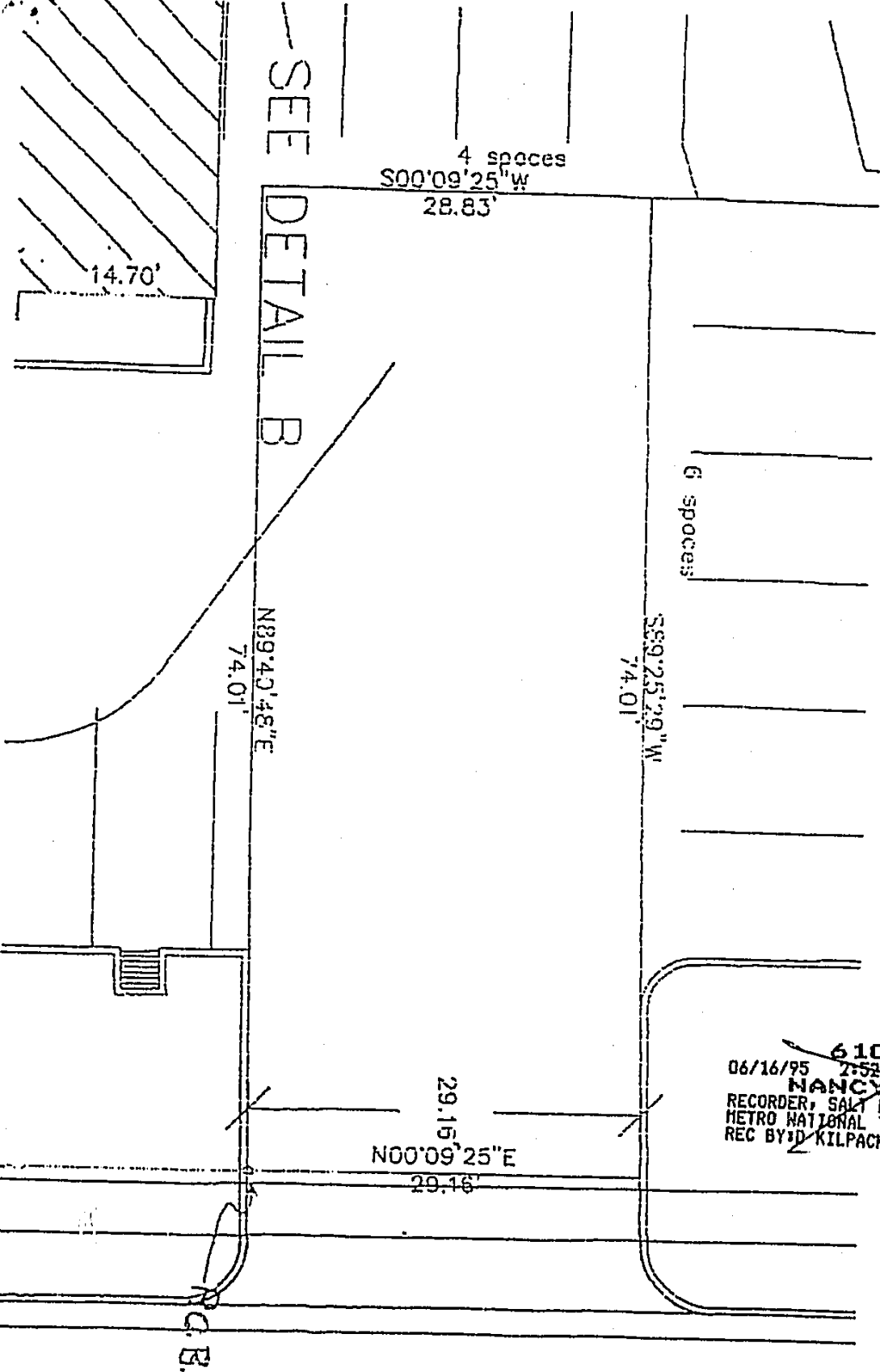
Beginning at a point which is North 88 deg. 35'59" West 766.54 feet from the Southeast corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 82 deg. 59'09" West 212.39 feet; thence North 12 deg. 52'32" West 151.60 feet; thence South 89 deg. 54'51" East 149.55 feet; thence North 0 deg. 02'22" West 18.25 feet; thence South 89 deg. 55'07" East 95.56 feet; thence South 0 deg. 09'25" West 191.61 feet to the point of beginning.

EXHIBIT "C-2"

EX 7182 PG 1032  
~~EX 7170 PG 1333~~

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

POOR COPY  
CO. RECORDER



~~6102718~~ 32.00  
06/16/95 2:52 PM  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: D. KILPACK DEPUTY - WI

BK 7182 PG 1033  
BK 7170 PG 1334