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Gary W. Ott
Recorder, Salt Lake County, UT
NORTHWEST TITLE AGCY
BY: eCASH, DEPUTY - EF 8 P.

When recorded return to:
Skaggs
2178 E. Walker Lane
Salt Lake City, UT 84117

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made and entered into as of MAY 26, 2016, by and between Don L. Skaggs ("Grantor") and Don L. Skaggs ("Grantee").

RECITALS

- A. Grantor owns three parcels of real property (the "Burdened Parcels") located in Salt Lake County, Utah, and more particularly described on Exhibit A.
- B. Grantee owns a parcel of real property (the "Benefited Parcel") located in Salt Lake County, Utah, and more particularly described on Exhibit B.
- C. Grantor and Grantee are executing this Agreement for the purpose of creating a driveway easement for ingress and egress over a portion of the Burdened Parcels in favor the Benefited Parcel.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Declaration of Driveway Easement. Grantor does hereby convey, assign, transfer and grant to Grantee, and Grantee's assigns and successors-in-interest with respect to the Benefited Parcel, and hereby declares that the Burdened Parcels shall be encumbered by and subject to, a non-exclusive easement on, over, across, and through that portion of the Burdened Parcels described on Exhibit C ("Driveway Easement Area"), for ingress to and egress from, and passage of motor vehicles and pedestrians to and from contiguous public roadways.
2. Maintenance of Improvements. Grantee, and Grantee's assigns and successors-in-interest shall be responsible, at its sole cost and expense, to maintain improvements on the Driveway Easement Area in accordance with the terms of this Agreement.
3. No Interference; Taxes. Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, and installation of utilities, no fence wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Driveway Easement, shall be constructed or erected, nor shall the flow of pedestrian or vehicular traffic over any portion of the Driveway Easement Area be

obstructed or interfered with in any other manner. Grantor, and Grantor's assigns and successors-in-interest, shall pay the real estate taxes and assessments according to its fee ownership as recorded on the Salt Lake County Recorders Office as if an easement did not exist, but the payment of such taxes is not to be construed as adverse possession.

4. Duration. This Agreement and easements and undertakings set forth herein shall be perpetual.

5. Integration; Modification. This Agreement contains the entire agreement with respect to the matters set forth herein. This Agreement and any easement or undertaking contained herein may be terminated, extended, modified or amended with the unanimous consent of the respective owners of the Benefited Parcel and Burdened Parcels, and any such termination, extension, modification or amendment shall be effective upon proper recordation of a written document evidencing the same, executed and acknowledged by all such owners then existing in the office of the Salt Lake County Recorder.

6. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Burdened Parcels to or for the general public or for any public purposes whatsoever, it being the intention that this Agreement be strictly limited to and for the purposes expressed herein.

7. Mutuality; Reciprocity Runs with the Land

(a) The easements, rights, and obligations granted or created hereby are appurtenances to the Burdened Parcels and the Benefited Parcel, and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such parcels.

(b) Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land (ii) shall bind every person having a fee, leasehold or other interest in any portion of the affected parcels at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or the extent that the easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the owners and their respective successors and assigns as to their respective parcels, and (iv) shall create equitable servitudes upon the Burdened Parcels in favor of the Benefited Parcel.

8. No Merger of Title; Subject to Liens of Record. As of the date of this Agreement, Grantor is the owner of all the Burdened Parcels and the Benefited Parcel. The easement rights created hereunder shall not be deemed merged with any existing fee simple right of Grantor. The easement rights created hereunder shall be subject to any liens of record affecting the Burdened Parcels as of the date hereof, as set forth in the records of the Salt Lake County Recorder.

9. Further Action. Grantor and Grantee shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah.

11. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained.

If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

12. Attorneys' Fees. In the event it becomes necessary for Grantor or Grantee to employ the service of an attorney in connection herewith, either with or without litigation, the losing party of such controversy shall pay to the successful party reasonable attorney's fees and, in addition, such costs and expenses as are incurred in the enforcing of this Agreement.

IN WITNESS WHEREOF, this Driveway Easement Agreement is executed as the day and year first above written.

Grantor:



Don L. Skaggs

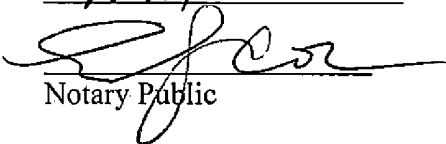
Grantee:



Don L. Skaggs

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of MAY 2016, by Don L. Skaggs.



Notary Public



EXHIBIT A
(Burdened Parcels)

Beginning at a point 957 feet West and 379.5 feet South of the North Quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 531 feet; thence South 86°29' West 60.65 feet; thence South 17°47' West 52.82 feet; thence South 37°35' West 70.00 feet; thence South 12°35' East 28.00 feet; thence South 41°43' West 91.60 feet; thence South 63°11' West 2.36 feet; thence North 19°49' West 11.00 feet; thence North 7°31' West 20.20 feet; thence South 53°08'30" West 25.26 feet; thence South 19°49' East 25.77 feet; thence South 63°11' West 44.09 feet; thence South 43°23' West 102.28 feet; thence West 27.13 feet; thence South 7°19'30" West 35.13 feet; thence North 20°00' West 29.60 feet; thence North 77°17' West 199.0 feet; thence North 61°33' West 124.43 feet; thence North 207.15 feet; thence South 86°15' East 136 feet; thence North 2°30' East 100.13 feet; thence North 82°55' East 315.68 feet; thence South 100 feet; thence North 88°30' East 106.35 feet; thence North 34° East 28.24 feet; thence North 511.6 feet; thence East 71.28 feet to the point of beginning.

Tax Identification No. 22-15-128-004

Beginning at a point West 957.00 feet and South 910.50 feet from the North Quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being on a Southeasterly corner of property conveyed to Don L. Skaggs in that certain Warranty Deed recorded February 20, 1997 as Entry No. 6576354, in Book 7602, at Page 843 of the official records of the Salt Lake County Recorder, and in that certain Quit Claim Deed recorded February 20, 1997 as Entry No. 6576355, in Book 7602, at Page 846 of the official records of the Salt Lake County Recorder; and running thence along the boundary of the said Skaggs property South 86°29' West 60.65 feet (by survey South 86°31'50" West 60.65 feet); thence along said Skaggs property South 17°47' West 52.82 feet (by survey South 17°49'50" West 52.82 feet); thence along said Skaggs property South 37°35' West 70.00 feet (by survey South 37°37'50" West 70.00 feet); thence along said Skaggs property South 12°35' East 28.00 feet (by survey South 12°32'10" East 28.00 feet); thence along said Skaggs property South 41°43' West 91.60 feet (by survey South 41°45'50" West 91.60 feet); thence along said Skaggs property South 63°11' West 2.36 feet (by survey South 63°13'50" West 2.36 feet); thence along said Skaggs property North 19°49' West 11.00 feet (by survey North 19°46'10" West 11.00 feet); thence along said Skaggs property North 7°31' West 20.20 feet (by survey North 07°28'10" West 20.20 feet); thence along said Skaggs property South 53°08'30" West 25.26 feet (by survey South 53°11'20" West 25.26 feet); thence along said Skaggs property South 19°49' East 25.77 feet (by survey South 19°46'10" East 25.77 feet);

thence along said Skaggs property South 63°11' West 44.09 feet (by survey South 63°13'50" West 44.09 feet); thence along said Skaggs property South 43°23' West 102.28 feet (by survey South 43°25'50" West 102.28 feet); thence along said Skaggs property West 27.13 feet (by survey North 89°57'10" West 27.13 feet); thence South 7°19'30" West 104.81 feet along said Skaggs property and the Easterly line of property conveyed to Charles D. Peterson and Vilah J. Peterson in that certain Warranty Deed recorded January 1, 1965 as Entry No. 2052779, in Book 2279, at Page 53 of the official records of the Salt Lake County Recorder; thence East 344.27 feet; thence North 413.24 feet to the point of beginning.

Tax Identification No. 22-15-128-005

Beginning at a point South 5.80 chains to a point on the center line of Walker Lane and East 24.2 chains and South 409.6 feet from the Northwest corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point being a point on the East line of the land conveyed to Clair F. Rasmussen in that certain Warranty Deed recorded as Entry No. 2447767, in Book 3059, at Page 40 of the Official Records of the Salt Lake County Recorder, and running thence South along said East line 102 feet; thence South 34° West 28.24 feet; thence South 88°30' West 106.35 feet; thence North 125 feet; thence North 88°30' East 122.15 feet to the point of beginning.

Tax Identification No. 22-15-128-015

EXHIBIT B
(Benefited Parcel)

Part of the Northwest Quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point which is 1390.07 feet South 89°25'40" East along the monument line of Walker Lane and 288.15 feet South 02°30'00" West along the Easterly line of that certain parcel described in Book 7553 at Page 632 in the office of the Salt Lake County Recorder from the monument found marking the intersection of Walker Lane and Highland Drive, said point also being 654.94 feet South and 1166.79 feet East of the Northwest corner of said Section 15, and running thence South 89°25'40" East 308.79 feet to the Westerly line of that certain parcel described in Book 3059 at Page 40 in the office of the Salt Lake County Recorder; thence South 148.45 feet along said line and the Northerly line of that certain parcel described in Book 7602 at Page 843 and 8 in Book 7602 at Page 846 in the office of the Salt Lake County Recorder; thence South 88°55'00" West 315.71 feet along said line; thence North 02°30'00" East 157.65 feet along said line and the Easterly line of that certain parcel described in Book 6277 at Page 2871 in the office of the Salt Lake County Recorder, to the point of beginning.

Tax Identification No. 22-15-128-002

EXHIBIT C
(Driveway Easement Area)

Beginning at a point on the center line of Walker Lane from the Street Monument at the intersection of said Walker Lane and Cottonwood Lane, said Street Monument being South 46°02'46" West 553.48 feet from the North Quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 00°02'50" West 29.70 feet; thence South 29°15'15" West 94.32 feet; thence South 01°31'15" West 123.58 feet; thence Southerly 59.51 feet along the arc of a 236.61 foot radius curve to the left (center bears South 88°28'50" East and the chord bears South 05°41'07" East 59.35 feet with a central angle of 14°24'35")' thence South 10°45'37" East 64.29 feet; thence Southerly 83.19 feet along the arc of a 185.34 foot radius curve to the right (center bears South 79°14'28" West and the chord bears South 02°05'57" West 82.49 feet with a central angle of 25°42'58"); thence South 16°26'00" West 95.45 feet; thence South 17°49'50" West 5.18 feet; thence Southwesterly 111.18 feet along the arc of a 300.00 foot radius curve to the right (center bears North 72°10'10" West and the chord bears South 28°26'49" West 110.54 feet with a central angle of 21°13'58"); thence South 39°03'47" West 92.17 feet; thence Southwesterly 109.49 feet along the arc of a 115.00 foot radius curve to the right (center bears North 50°56'13" West and the chord bears South 66°20'18" West 105.40 feet with a central angle of 54°33'03"); thence North 86°23'10" West 40.39 feet; thence Northwesterly 67.50 feet along the arc of a 88.00 foot radius curve to the right (center bears North 03°36'50" East and the chord bears North 64°24'40" West 65.86 feet with a central angle of 43°57'00"); thence North 42°26'10" West 144.44 feet; thence North 08°42'17" East 61.23 feet; thence Northerly 27.77 feet along the arc of a 50.00 foot radius curve to the left (center bears North 81°17'43" West and the chord bears North 07°12'27" West 27.42 feet with a central angle of 31°49'28"); thence North 23°07'11" West 36.36 feet; thence North 13°37'23" West 50.72 feet; thence North 88°55'00" East 20.49 feet; thence South 13°37'23" East 44.61 feet; thence South 23°07'11" East 34.70 feet; thence Southerly 38.88 feet along the arc of a 70.00 foot radius curve to the right (center bears South 66°52'49" West and the chord bears South 07°12'27" East 38.38 feet with a central angle of 31°49'28"); thence South 08°42'17" West 51.66 feet; thence South 42°26'10" East 134.87 feet; thence Southeasterly 52.16 feet along the arc of a 68.00 foot radius curve to the left (center bears North 47°33'50" East and the chord bears South 64°24'40" East 50.89 feet with a central angle of 43°57'00"); thence South 86°23'10" East 40.39 feet; thence Northeasterly 90.45 feet along the arc of a 95.00 foot radius curve to the left (center bears North 03°36'50" East and the chord bears North 66°20'19" East 87.07 feet with a central angle of 54°33'03"); thence North 39°03'47" East 92.17 feet; thence Northeasterly 103.76 feet along the arc of 280.00 foot radius curve to the left (center bears North 50°56'12" West and the chord bears North 28°26'49" East 103.17 feet with a central angle of 21°13'58"); thence North 17°49'51" East 5.21 feet; thence Northerly 94.43 feet along the arc of a 1832.56 foot radius curve to the left (center bears North 72°05'25" West and the chord bears North 16°26'00" East 94.42 feet with a central angle of 02°57'09"); thence

Northerly 74.21 feet along the arc of a 165.34 foot radius curve to the left (center bears North $75^{\circ}02'34''$ West and the chord bears North $02^{\circ}05'57''$ East 73.59 feet with a central angle of $25^{\circ}42'58''$); thence North $10^{\circ}45'32''$ West 66.93 feet; thence Northerly 64.18 feet along the arc of a 256.61 foot radius curve to the right (center bears North $79^{\circ}14'28''$ East and the chord bears North $03^{\circ}35'37''$ West 64.01 feet with a central angle of $14^{\circ}19'50''$); thence North $00^{\circ}46'23''$ East 111.93 feet; thence Northerly 83.30 feet along the arc of a 149.62 foot radius curve to the right (center bears South $89^{\circ}13'37''$ East and the chord bears North $16^{\circ}43'20''$ East 82.23 feet with a central angle of $31^{\circ}53'54''$); thence Northwesterly 31.46 feet along the arc of a 15.00 foot radius curve to the left (center bears North $57^{\circ}19'43''$ West and the chord bears North $27^{\circ}24'42''$ West 26.00 feet with a central angle of $120^{\circ}09'58''$); thence North $87^{\circ}29'41''$ West 16.83 feet; thence North $00^{\circ}02'50''$ East 18.06 feet; thence South $89^{\circ}25'40''$ East 71.27 feet to the point of beginning.