

0169 South 700 East  
Sandy, Utah 84070

RF

4686349  
11 OCTOBER 88 11:44 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE WEST  
REC BY: REBECCA GRAY DEPUTY

(2)

4686349

EASEMENT AGREEMENT

This agreement made this 05 day of October, 1988, between WILLIAM DOW TOWNSEND, as Personal Representative of the Estate of LYDIA E. TOWNSEND also appearing of record as LYDIA ELNORA DOTY TOWNSEND KAY, deceased, hereinafter referred to as TOWNSEND, whose address is 985 East Hollywood Ave, and VAUGHN R. ATKINSON and AFTON E. ATKINSON, hereinafter referred to as ATKINSON, whose address is 8179 South 700 East.

WHEREAS, TOWNSEND is the owner of a parcel of land situate in Salt Lake County, State of Utah, which land is more particularly described as follows:

Beginning at a point which is North 0 degrees 01'25" West 181.50 feet and East 33.00 feet from the West Quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0 degrees 01'25" West 66.00 feet; thence East 150.83 feet; thence South 66.00 feet; thence West 150.81 feet to the point of beginning,

and WHEREAS, ATKINSON, is the owner of a parcel of land situate in Salt Lake County, State of Utah, which land is more particularly described as follows:

Commencing 5.5 rods North from the West Quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 5.5 rods; thence East 19 rods; thence South 5.5 rods; thence West 19 rods to the point of beginning,

and WHEREAS, TOWNSEND, did cause a survey to be prepared by Gini and Associates, Inc., a registered land surveyor, dated Feb. 18, 1967 for the purpose of establishing on the ground the location of the boundaries of the TOWNSEND parcel,

and WHEREAS, the said survey does disclose that certain improvements, which are appurtenant to the TOWNSEND parcel encroach onto the ATKINSON parcel,

and WHEREAS, the parties have had an opportunity to review the surveyor's plat and to inspect on the ground the monuments found by said surveyor,

and WHEREAS, the parties hereto are desirous of settling any conflict or dispute which may exist or hereafter arise.

Now THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein of the parties hereto, TOWNSEND and ATKINSON agree as follows:

1. Vaughn R. Atkinson and Afton E. Atkinson, do hereby grant to William Dow Townsend, as Personal Representative of the Estate of Lydia E. Townsend also appearing of record as Lydia Elnora Doty Townsend Kay, deceased, an easement for the encroachment of the improvements as they presently exist upon the ATKINSON parcel together with the right of ingress thereto and egress therefrom for the continued maintenance and repair of the said improvements.

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2. That this easement shall terminate as such time as the improvements may be removed or remodeled <sup>U.R.A. W.P.</sup> ~~U.R.A. W.P.~~

3. This agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties.

William Dow Townsend  
 WILLIAM DOW TOWNSEND, as Personal Rep. of  
 the Estate of Lydia E. Townsend aka Lydia  
 Elnora Doty Townsend Kay, deceased

Vaughn R. Atkinson  
 VAUGHN R. ATKINSON

Afton E. Atkinson  
 AFTON E. ATKINSON

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

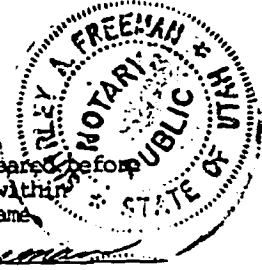
On the 5<sup>th</sup> day of October, 1988, personally appeared before me WILLIAM DOW TOWNSEND, as Personal Representative of the Estate of LYDIA E. TOWNSEND also appearing of record as LYDIA ELMORA DOTY TOWNSEND KAY, and as signer of the foregoing instrument, who acknowledged to me that he executed the same.

MY COMMISSION EXPIRES JULY 5, 1991  
 My Commission Expires: .....  
 Residing in S.L.C. ..... Notary Public Shirley Freeman

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

On the 5<sup>th</sup> day of October, 1988, personally appeared before me VAUGHN R. ATKINSON and AFTON E. ATKINSON, the signers of the within instrument, who duly acknowledged to me that they executed the same.

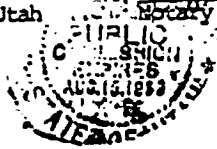
MY COMMISSION EXPIRES JULY 5, 1991  
 My Commission Expires: .....  
 Residing in S.L.C. ..... Notary Public Shirley Freeman



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

On the 7<sup>th</sup> day of October, 1988, personally appeared before me, William Dow Townsend, as Personal Representative of the Estate of Lydia E. Townsend aka Lydia Elnora Doty Townsend Kay, and as signer of the foregoing instrument, who acknowledged to me that he executed the same.

My Commission Expires: 08-15-89  
 Residing in: Salt Lake City, Utah  
 Notary Public Elene Helis



699 (07) REV. 1912