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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ATTN: GAYLORD GARDNER
BINGHAM ENGINEERING
5225 WILEY POST WAY, STE 200
SLC UT 84116
BY: KLD, DEPUTY - WI 3 P.

WHEN RECORDED RETURN TO:
Errol S. Bevan
103 Lakeview
Stansbury, Utah 84120

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT, is made this 9th day of August, 2007, by and between Northstar Motor Sports, LLC ("Grantor") whose address is 4615 West 3500 South, West Valley City UT 84120, as grantor, and Shawna Smith and Mark Williams ("Grantee") whose address is 4671 West 3500 South (Rear), West Valley City, UT 84120, as grantee.

RECITALS

Grantor is the owner in fee of a certain parcel of land identified as Tax Parcel No. 15-31-101-028-0000, located in West Valley City, Utah. Grantee desires to install a water service and a sewer lateral across such parcel to serve an adjacent property.

EASEMENT

1. Grant of Access and Utility Easement: Grantor hereby grants in favor of Grantee, a non-exclusive perpetual easement on, over, under, and across that portion of the subject Parcel for the purposes of installing and utilizing utility lines, including but not limited to water and sewer lines, to be known as the "Permanent Easement Area" and to be located as more particularly described as follows:

A Centerline Easement description located in the Northwest Quarter of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, 15 feet wide, 7.5 feet perpendicularly distant right and left of the following described line:

BEGINNING at a point on the North boundary line of Tax Parcel No. 15-31-101-028, said point being East 1,079.75 feet along the section line and South 223.00 feet from the Northwest corner of said Section 31, said point also being West 355.74 feet and South 183.00 feet and West 35.00 feet from the Northeast corner of said Parcel No. 15-31-101-028 (Basis of Bearing being East between the Northwest corner and the North Quarter corner of said

Section 31); thence South 225.27 feet; thence North 66°25'35" West 109.11 feet to a point on the West line of said Tax Parcel No. 15-31-101-028, said point being the POINT OF ENDING

2. Access to the Permanent Easement Area for Construction, Maintenance and Repair, etc.: Grantee shall have the right, upon reasonable notice to the then owner of the subject Parcel, to enter upon the subject Parcel for the purposes of construction, installation, maintenance, reconstruction, replacement and repair of the driveway and utilities to be installed in the Permanent Easement Area; provided, however, that any disturbance of or damage to the surface of the subject Parcel caused thereby shall be restored as nearly as possible to the condition existing prior to such entry. As a further condition of such entry, the Grantee shall indemnify, defend and hold harmless the then owner of the subject Parcel from and against all loss or damage, including but not limited to mechanics liens claims as well as claims for personal injury or property damage, occasioned by such entry.

3. Non-Interference: No permanent or temporary barriers, fences, or obstructions of any kind or nature to the free and unhampered use of said Permanent Utility Easement Area by the owners or occupiers of the subject Parcel shall hereinafter be permitted, nor shall any building or other structures be constructed or permitted upon any part of the Permanent Utility Easement Area.

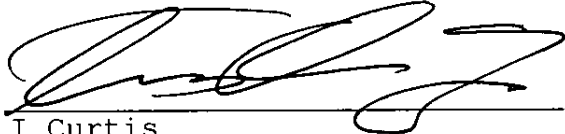
4. Amendment: This Permanent Easement Agreement may be altered, modified, amended, or terminated by and only by written instrument executed, acknowledged, delivered and recorded by the then respective owners of the subject parcel, and their successors, and/or assigns.

5. Expiration: This Agreement and the Easements and obligations created thereby shall be perpetual unless terminated by written mutual consent pursuant to paragraph 4 hereof or as otherwise provided above.

6. Binding Effect: The Easement and obligations granted and created herein shall be deemed covenants running with the land and shall be binding and benefit not only the parties hereto but also their respective heirs, personal representatives, assigns, successors in interest, mortgagees, and any tenants or other persons to whom may be granted rights and privileges under this Easement; which grant of rights and privileges may be either in writing, oral, or by tacit consent.

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Easement Agreement to be executed as of the date and year first above written.

NORTHSTAR MOTOR SPORTS LLC

By: 
Toni I Curtis

STATE OF UTAH :
: ss.
COUNTY OF SALT LAKE :

On the 9th day of August, 2007 before me, a Notary Public, personally appeared Toni I Curtis, who acknowledged themselves to be the person who executed the foregoing Permanent Easement Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein contained, and that they desired the same to be recorded as such.

Given under my hand and official seal this 9th of August, 2007,
By BRAD BLAND Residing at SALT LAKE COUNTY
Notary Public in and for the State of UTAH
My Commission expires MARCH 12th, 2008

