

When Recorded, Mail To:

Russell and Terri Ridge
3107 Silver Hawk Drive
Salt Lake City, Utah 84121

With A Copy To:

Paula Chytraus
3103 Silver Hawk Drive
Salt Lake City, Utah 84121

#002

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12/03/2009 08:14 AM \$50.00
Book - 9785 Pg - 2098-2107
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KEYSTONE TITLE INS AGCY LLC
141 E 5600 S #105
SALT LAKE CITY UTA 84107
BY: ZJM, DEPUTY - WI 10 P.

(Space above for Recorder's use only)

LANDSCAPE AND ACCESS EASEMENT

THIS LANDSCAPE AND ACCESS EASEMENT (this "Agreement") is made this 24 day of November 2009 (the "Effective Date"), by and among RUSSELL RIDGE AND TERRI RIDGE, as husband and wife (collectively, "Grantor"), and PAULA CHYTRAUS, an individual ("Grantee").

RECITALS

A. Grantor owns certain real property (the "Grantor's Parcel") located in Holladay City, Salt Lake County, State of Utah. The Grantor's Parcel is more particularly described on Exhibit A, attached hereto and by this reference incorporated herein.

B. Grantee owns certain real property (the "Grantee's Parcel") located in Holladay City, Salt Lake County, State of Utah. The Grantee's Parcel is more particularly described on Exhibit B, attached hereto and by this reference incorporated herein.

C. Grantee desires to obtain a perpetual non-exclusive easement on, over, and across a portion of the Grantor's Parcel (the "Easement Area") for the benefit of Grantee's Parcel and for the purposes more particularly described herein, and Grantor is willing to grant the easement to Grantee for such purposes, subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit C and is depicted on the drawing on Exhibit D, both attached hereto and incorporated by this reference. Should there be any discrepancy between the legal description and the drawing, the legal description shall control.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee, its successors and assigns a perpetual, non-exclusive easement on, over and across the Easement Area for the purpose of

Tax ID # 22-14-178-017

access and use as Grantee deems appropriate subject to the terms and conditions contained herein. Without limiting the foregoing, the purpose of the easement includes, without limitation, (i) the right to use, construct, install, improve, replace, repair and maintain any improvements and/or landscaping within the Easement Area (including trees, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) and (ii) the right to use and access the Easement Area for recreational use, ingress and egress, parking, and any other use thereto required.

2. **Access.** Grantee and Grantee's Agents shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee, and its successors and assigns, hereby releases Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee, Grantee's Agents and other such parties.

3. **Grantor's Covenants.** Grantor covenants the following to Grantee. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

4. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right: (a) for pedestrian and vehicular ingress to and egress on and over the Easement Area; (b) for the maintenance and repair of the Grantor's wall located adjacent to the Easement Area provided Grantor shall promptly repair any damage to the Easement Area and Grantee's improvements located thereon caused by Grantor and/or Grantor's Agents, and shall restore the Easement Area and Grantee's improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Easement Area by Grantor and Grantor's Agents; and (c) to convey or transfer any or all of its interests in Grantor's Parcel or the Easement Area to any party at any time.

5. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "as is", "where is" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. **Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the existing improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor's Parcel and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Parcel and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Parcel by Grantee and Grantee's Agents. Grantee shall not allow any landscaping performed in the Easement Area to grow higher than three (3) feet over the grade level of Grantor's Parcel (the point of measurement being the top edge of the top wall located on Grantor's Parcel adjacent to the Easement Area). If any landscaping or tree height is higher than the three foot level specified herein Grantee, at its sole cost and expense, shall trim, cut down or otherwise maintain the landscaping to not exceed the three foot

height limitation. Grantee shall not perform any activity which will damage or otherwise impair the structure and integrity of Grantor's wall located on Grantor's Parcel adjacent to the Easement Area. Grantee shall not build any fences within the Easement Area without the written approval of Grantor. If Grantee desires to build a fence in the Easement Area, Grantee shall provide Grantor with detailed plans and specifications for the proposed fence. Grantor, in its sole discretion, shall have the right to approve, modify, or deny the requested fence.

7. **Compliance with Laws.** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

8. **Reserved.**

9. **Liens.** Grantee shall keep the Grantor's Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Parcel and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

10. **Indemnification.** Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("**Affiliates**"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors; (ii) the use of the Grantor's Parcel and/or the Improvements by Grantee, its agents, servants, employees, or contractors; and (iii) any work performed on the Grantor's Parcel by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

11. **Notices.** Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:

Russell and Terri Ridge
3107 Silver Hawk Drive
Salt Lake City, Utah 84121

If to Grantee:

Paula Chytraus
3103 Silver Hawk Drive
Salt Lake City, Utah 84121

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

12. Miscellaneous.

12.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

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

12.3 Arbitration. Notwithstanding anything to the contrary contained herein, all disputes and controversies of every kind and nature arising out of or in connection with this Agreement including, but not limited to, the interpretation of performance under this Agreement shall be decided by binding arbitration pursuant to the rules of, but without submission to, the American Arbitration Association.

12.4 Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein shall burden the Grantor's Parcel and shall benefit the Grantee's Parcel and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

12.5 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the parties.

12.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

12.7 Rights and Remedies. The rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision

hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12.8 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

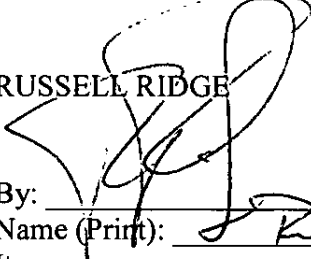
12.9 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

12.10 Termination. If Grantee provides written notice to Grantor that the easement is no longer needed, Grantor may record an instrument terminating this Agreement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor's Parcel.

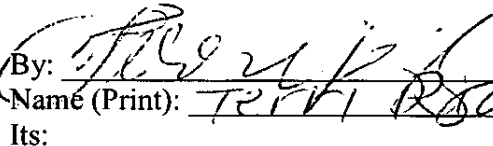
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRANTOR:

RUSSELL RIDGE


By: 
Name (Print): Russell Ridge
Its: _____

TERRI RIDGE

By: 
Name (Print): Terri Ridge
Its: _____

GRANTEE:

PAULA CHYTRAUS

By: 
Name (Print): _____
Its: _____

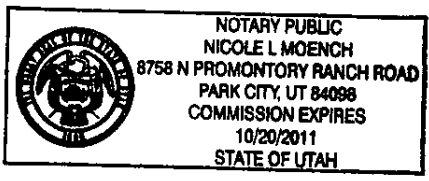
Name (Print): Paula Chytrous
Its: _____

[acknowledgements on the following page]

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 24 day of November, 2009, personally appeared before me Russell Ridge, known or satisfactorily proved to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he signed the foregoing instrument.

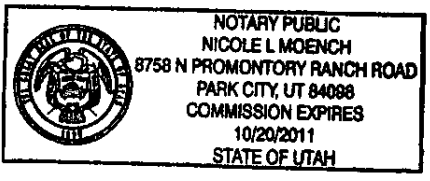
Nicole Moench
Notary Public for Utah



STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 24 day of November, 2009, personally appeared before me Terri Ridge, known or satisfactorily proved to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he signed the foregoing instrument.

Nicole Moench
Notary Public for Utah



STATE OF UTAH)
:SS
COUNTY OF Salt Lake)

On this 24 day of November, 2009, personally appeared before me Paula Chytrous, known or satisfactorily proved to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he signed the foregoing instrument.

Nicole Moench
Notary Public for Utah

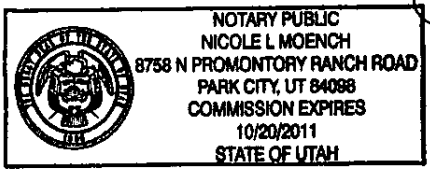


EXHIBIT A

(Legal Description of the Grantor's Parcel)

LOT 16, SILVER HAWK SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT ON
FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. PARCEL NO.
2214178017

EXHIBIT B

(Legal Description of the Grantee's Parcel)

LOT 17, SILVER HAWK SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT ON
FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. PARCEL NO.
2214178021

EXHIBIT C

(Description of the Easement Area)

EASEMENT DESCRIPTION

EASEMENT NO. 1

An easement for the benefit of Lot 17, Silver Hawk Subdivision No. 2 over part of Lot 16, said subdivision, said easement being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 16, Silver Hawk Subdivision No. 2, as recorded; thence North $11^{\circ}52'57''$ East, 87.23 feet; thence South $61^{\circ}22'46''$ East, 111.26 feet; thence South $74^{\circ}30'00''$ West, 119.99 feet to the POINT OF BEGINNING; said described tract containing 4,647 Square feet.

EXHIBIT D

(Survey of Easement Area)

CURTIS & ASSOCIATES, INC
9480 SOUTH UNION SQUARE, SUITE 204
SANDY, UTAH 84070
801-572-2781

EASEMENT NO. 1 EXHIBIT



SCALE 1"=30'

