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10/16/2013 10:14:00 AM \$23.00
Book - 10185 Pg - 5179-5185
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE GUARANTEE
BY: eCASH, DEPUTY - EF 7 P.

Upon recording, please return to:

James Overturf
13181 South Brown Bear Place
Draper, UT 84020

EASEMENT AGREEMENT

THIS EASEMENT is made as of 10/9, 2013, between Sean Estes ("Grantor") of 1852 Brown Bear Place, Draper, UT and James L. Overturf and Jackie C. Overturf, as joint tenants with right of survivorship ("Grantee") of 13181 South Brown Bear Place, Draper, UT.

A. Grantor is the owner of certain property described in the attached Exhibit A and located as shown in the attached Exhibit "A" (the "Grantor Land").

B. Grantee is the owner of certain property described in the attached Exhibit B and located as shown in the attached Exhibit "B" (the "Grantee Land").

C. Grantor and Grantee hereby agree to provide for a perpetual non-exclusive easement on, across and over a portion of the Grantor Land for the benefit of Grantee and the Grantee Land, all pursuant to the terms and conditions described below.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), and for other good and valuable consideration, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.**

Grantor hereby grants to Grantee, for the benefit of Grantee and the Grantee Land, a non-exclusive perpetual easement (the "Easement") upon, over, across, under and through the portions of Grantor's Land identified on Exhibit "C" (the "Easement Area") for (i) ingress and egress and for (ii) utility lines, including their construction, installation, repair, maintenance, replacement and use.

2. **Use and Maintenance of Easement.**

- a. Grantee shall use the Easement Area only in such a manner as is consistent with the Easement granted herein and shall take no other action which would materially impair or damage the Easement Area. Except as authorized in this Agreement, Grantee's use of the Easement Area shall not interfere with Grantor's lawful use of the Grantor Land. The Easement Area shall be repaired and maintained as a paved private roadway in a manner consistent with the standards of the surrounding property (Lots 7, 8, 9, 10 of Bear Creek At Draper Subdivision), including cleaning and snow removal. The costs of such repair and maintenance shall be shared by the owners of the lots which benefit from such expenditures, in proportion to the benefit which each derives from it
- b. The rights, easements and benefits granted herein are non-exclusive, and shall not prohibit Grantor's use of the Easement Area except as set forth in this Agreement; provided that Grantor shall promptly repair any and all damage caused by Grantor to the

ACCOMMODATION RECORDING ONLY,
TITLE GUARANTEE MAKES NO REPRESENTATION
AS TO CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCY
OR EFFECTS OF DOCUMENT.

Easement Area, or to any of the Grantee's permitted improvements thereon. Grantor shall not construct any buildings, fences or other structures or improvements on the Easement Area.

3. **Beneficiary of Easements.** All of the rights and easements contained in this Agreement shall run with the land and inure to, and be for the benefit of, Grantee and its employees, agents, contractors, invitees, successors and assigns. Nothing contained in this Agreement shall be deemed to create a dedication of all or any portion of the Easement Area for public purposes.

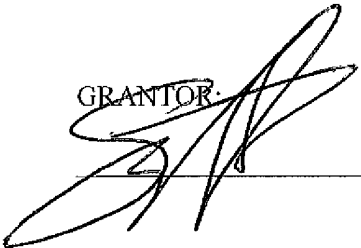
4. **Entire Agreement.** This Agreement and the subdivision plat for Bear Creek at Draper (which includes Grantor's Land and Grantee's Land) set forth the entire agreement of the parties with respect to the use and maintenance of the Easement Area, EXCEPT for matters set forth on any other documents previously recorded in the office of the Salt Lake County Recorder.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Modifications, Amendments, and Termination.** This Agreement may be amended, modified, or terminated only in writing, executed by the owners of the Grantor Land and the Grantee Land.

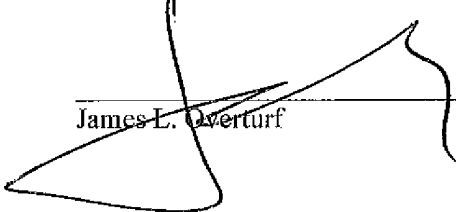
This Easement Agreement is made and effective as of the date set forth above.

GRANTOR:



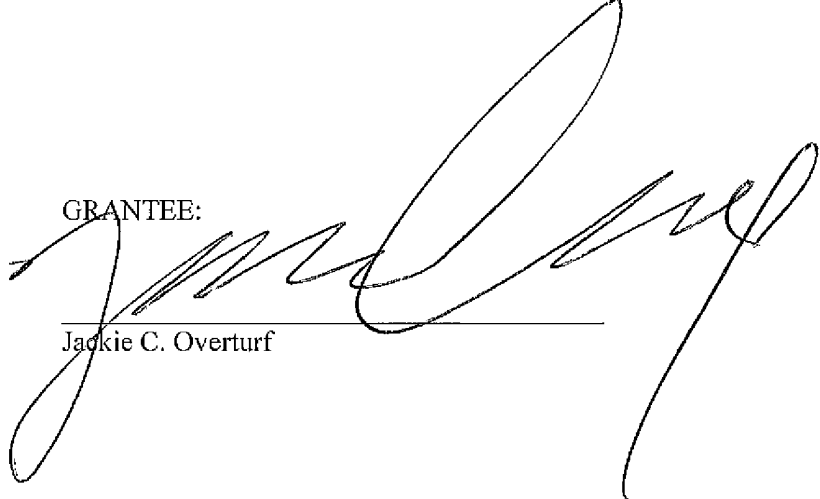
GRANTOR:

GRANTEE:



James L. Overturf

GRANTEE:

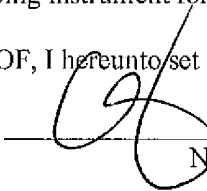


Jackie C. Overturf

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

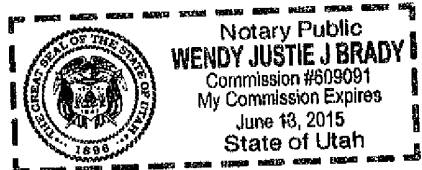
On this 9 day of OCT, 2013, before me, a Notary Public, the undersigned officers, personally appeared JAMES L OVERTORF and JACKIE C OVERTORF, who acknowledged that they executed the foregoing instrument for the purposes therein contained .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

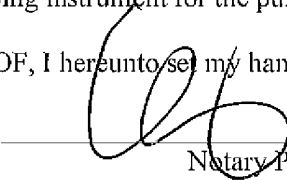
MY COMMISSION EXPIRES: 6/13/15



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

On this 9 day of OCT, 2013, before me, a Notary Public, the undersigned officers, personally appeared Sean Estes and _____, who acknowledged that they executed the foregoing instrument for the purposes therein contained .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

MY COMMISSION EXPIRES: 6/13/15

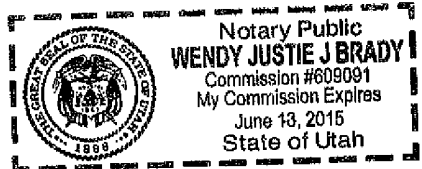


Exhibit "A"

GRANTOR LAND

Legal Description of the Grantor Land

Lot 10, Bear Creek at Draper, according to the plat thereof as recorded in the office of the Salt Lake County Recorder

Exhibit "B"

GRANTEE LAND
Legal Description of the Grantee Land

Lot 8, Bear Creek at Draper, according to the plat thereof as recorded in the office of the Salt Lake County Recorder

Exhibit "C"

EASEMENT AREA

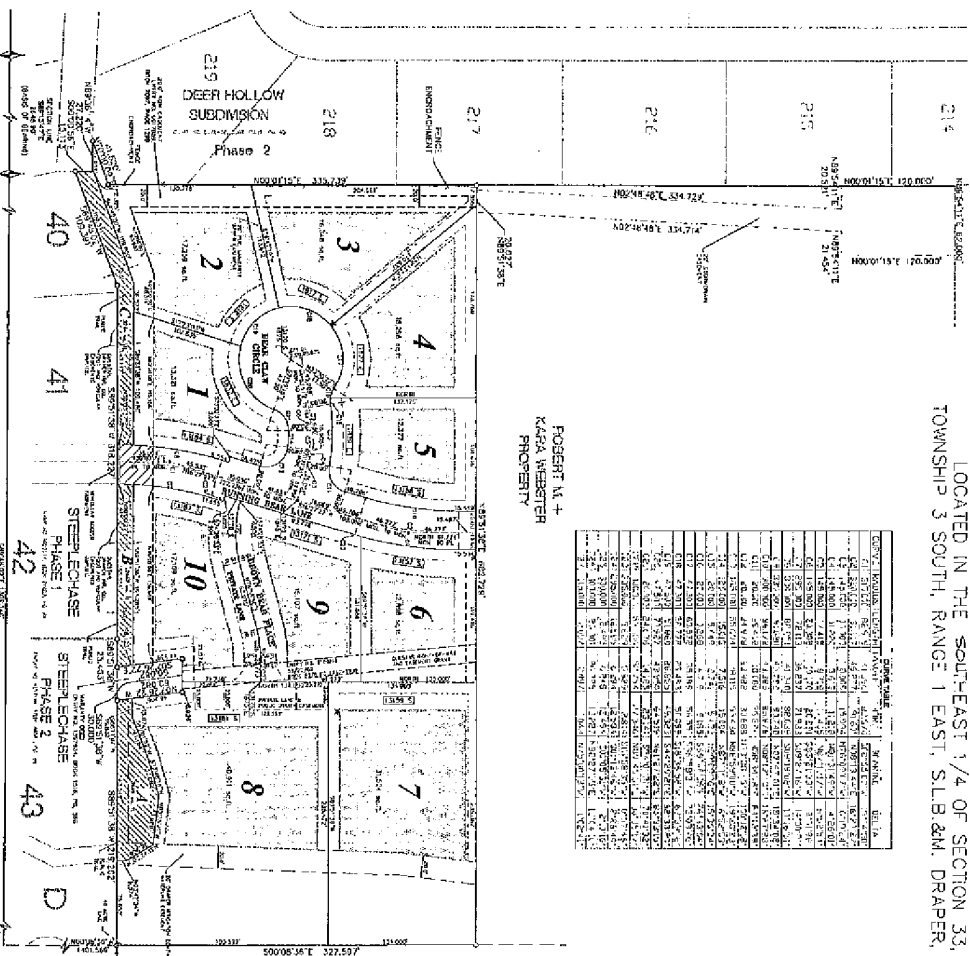
[Legal Description of Easement Area]

Brown Bear Place, a private lane, as described in the subdivision plat for Bear Creek at Draper, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

BEAR CREEK AT DRAPER

LOCATED IN THE SOUTH-EAST 1/4 OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SLB 8M, DRAPER, UTAH

| UNIT NO. | ACRES | AREA (SQ. FT.) | PERCENTAGE OF TOTAL AREA |
|----------|-------|----------------|--------------------------|
| 1 | 0.15 | 10,433 | 1.50% |
| 2 | 0.15 | 10,433 | 1.50% |
| 3 | 0.15 | 10,433 | 1.50% |
| 4 | 0.15 | 10,433 | 1.50% |
| 5 | 0.15 | 10,433 | 1.50% |
| 6 | 0.15 | 10,433 | 1.50% |
| 7 | 0.15 | 10,433 | 1.50% |
| 8 | 0.15 | 10,433 | 1.50% |
| 9 | 0.15 | 10,433 | 1.50% |
| 10 | 0.15 | 10,433 | 1.50% |
| 11 | 0.15 | 10,433 | 1.50% |
| 12 | 0.15 | 10,433 | 1.50% |
| 13 | 0.15 | 10,433 | 1.50% |
| 14 | 0.15 | 10,433 | 1.50% |
| 15 | 0.15 | 10,433 | 1.50% |
| 16 | 0.15 | 10,433 | 1.50% |
| 17 | 0.15 | 10,433 | 1.50% |
| 18 | 0.15 | 10,433 | 1.50% |
| 19 | 0.15 | 10,433 | 1.50% |
| 20 | 0.15 | 10,433 | 1.50% |
| 21 | 0.15 | 10,433 | 1.50% |
| 22 | 0.15 | 10,433 | 1.50% |
| 23 | 0.15 | 10,433 | 1.50% |
| 24 | 0.15 | 10,433 | 1.50% |
| 25 | 0.15 | 10,433 | 1.50% |
| 26 | 0.15 | 10,433 | 1.50% |
| 27 | 0.15 | 10,433 | 1.50% |
| 28 | 0.15 | 10,433 | 1.50% |
| 29 | 0.15 | 10,433 | 1.50% |
| 30 | 0.15 | 10,433 | 1.50% |
| 31 | 0.15 | 10,433 | 1.50% |
| 32 | 0.15 | 10,433 | 1.50% |
| 33 | 0.15 | 10,433 | 1.50% |
| 34 | 0.15 | 10,433 | 1.50% |
| 35 | 0.15 | 10,433 | 1.50% |
| 36 | 0.15 | 10,433 | 1.50% |
| 37 | 0.15 | 10,433 | 1.50% |
| 38 | 0.15 | 10,433 | 1.50% |
| 39 | 0.15 | 10,433 | 1.50% |
| 40 | 0.15 | 10,433 | 1.50% |
| 41 | 0.15 | 10,433 | 1.50% |
| 42 | 0.15 | 10,433 | 1.50% |
| 43 | 0.15 | 10,433 | 1.50% |



DATE: 08/11/2023
PROJECT: BEAR CREEK AT DRAPER
OWNER: KARA WEBSTER
DESIGNER: [Signature]
SCALE: 1" = 20'

PLANNING BOARD:
 APPROVED: [Signature]
 DATE: 08/07/2023

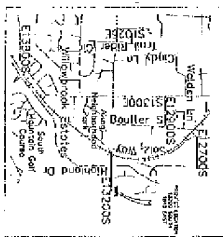
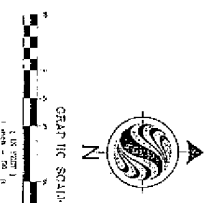
| NO. | REVISION | DATE |
|-----|--------------------|------------|
| 1 | ISSUED FOR PERMITS | 08/07/2023 |
| 2 | ISSUED FOR PERMITS | 08/07/2023 |
| 3 | ISSUED FOR PERMITS | 08/07/2023 |
| 4 | ISSUED FOR PERMITS | 08/07/2023 |

CONTRACTOR:
 [Signature]
 DATE: 08/07/2023

BEAR CREEK AT DRAPER
 [Signature]
 DATE: 08/07/2023

PROPERTY DATA

| PROPERTY | VALUE |
|--------------------------|---------|
| ACRES | 6.45 |
| AREA (SQ. FT.) | 441,000 |
| PERCENTAGE OF TOTAL AREA | 6.00% |
| ... | ... |



NOTES:
 1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 2. THE PROPERTY IS SUBJECT TO THE DEER HOLLOW SUBDIVISION PHASE 2 PLAT AND RECORD DEED NO. 2023-00001, COUNTY OF SALT LAKE, UTAH.
 3. THE PROPERTY IS SUBJECT TO THE BEAR CREEK AT DRAPER PLAT AND RECORD DEED NO. 2023-00002, COUNTY OF SALT LAKE, UTAH.
 4. THE PROPERTY IS SUBJECT TO THE STEEL POCHASE PHASE 2 PLAT AND RECORD DEED NO. 2023-00003, COUNTY OF SALT LAKE, UTAH.
 5. THE PROPERTY IS SUBJECT TO THE WASATCH NATIONAL FOREST PLAT AND RECORD DEED NO. 2023-00004, COUNTY OF SALT LAKE, UTAH.
 6. THE PROPERTY IS SUBJECT TO THE UTAH DEPARTMENT OF HERITAGE AND ARTS PLAT AND RECORD DEED NO. 2023-00005, COUNTY OF SALT LAKE, UTAH.

OWNER'S DECLARATION
 I, KARA WEBSTER, the undersigned owner of the above described property, hereby certify that the information provided herein is true and correct to the best of my knowledge and belief.

CONTRACTOR'S DECLARATION
 I, [Signature], the undersigned contractor, hereby certify that the information provided herein is true and correct to the best of my knowledge and belief.

PLANNING BOARD'S DECLARATION
 I, [Signature], the undersigned member of the Planning Board, hereby certify that the information provided herein is true and correct to the best of my knowledge and belief.

CONTRACTOR'S DECLARATION
 I, [Signature], the undersigned contractor, hereby certify that the information provided herein is true and correct to the best of my knowledge and belief.

BEAR CREEK AT DRAPER
 [Signature]
 DATE: 08/07/2023