

12149302
10/12/2015 3:20:00 PM \$18.00
Book - 10369 Pg - 5073-5076
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

After Recording Return To:

Ivory Homes, Ltd.
978 Woodoak Lane
Salt Lake City, Utah 84117

PIN 26-24-226-022, 26-24-226-021 & 26-24-226-020

(Space above for recorders use only)

DRIVEWAY ACCESS EASEMENT AGREEMENT

This Driveway Access Easement Agreement ("**Agreement**") is made as of this 12 day of October, 2015, by IVORY HOMES, LTD, a Utah Limited Partnership ("**IVORY**")

The following recitals of fact are a material part of this Agreement:

- A. IVORY is the owner of Lots 389, 390 and 391, KENNECOTT DAYBREAK VILLAGE 4A PLAT 7 SUBDIVISION located in the Daybreak community (hereinafter referred to as the "**Property**");
- B. IVORY desires to designate that portion of the Property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "**Driveway Access Easement Area**") as an easement area for a common driveway to provide pedestrian and vehicular access to the Property, upon and subject to the terms and conditions of this Agreement;

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

1. Grant of Driveway Access Easement. IVORY hereby establishes and grants unto itself, a perpetual, non-exclusive easement on, over and across the Driveway Access Easement Area, for the purpose of ingress, egress, passage and delivery, by vehicles and pedestrians to and from the Property.

ACCOMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

2. **Maintenance.** The maintenance (and the cost associated therewith) shall be shared equally.
3. **Run with the Land/Successors.** Subject to the terms and conditions of this Agreement, the easements granted and reserved herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of IVORY.
4. **No Public Use/Dedication.** The Property is and shall remain private property. The use of the Driveway Access Easement Area is permissive and is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Property for any public use.

Witness, the hand of said Grantor, this 12 day of October, 2015.

[Signatures on Next Page]

Ivory Homes, Ltd., a Utah limited partnership
By: Value LC, a Utah limited liability
company, General Partner


By: Richard Lifferth, its Secretary

State of Utah)
 :SS
County of Salt Lake)

On the 12th day of October, 2015, personally appeared before me, Richard Lifferth, who being duly sworn did say that he is the Secretary of Value LC, a Utah limited liability company, which is General Partner of Ivory Homes, Ltd., a Utah limited partnership, and that the foregoing instrument was signed in behalf of said Partnership and said Richard Lifferth acknowledged to me that the said partnership executed the same.


Notary Public



EXHIBIT "A"

Legal Description of the Driveway Access Easement Area

Commencing at a point that is N53°27'06"E 30.17 feet and S36°32'54"E 1.92 feet from the from the northern most common lot corner of lots 389 and 390 of the Kennecott Daybreak Village 4A Plat 7 Subdivision as recorded with the office of the Salt Lake County Recorder (book 2015 page 6), said point is also N89°58'42"W 589.38 feet along the section line and N00°01'18"E 3804.03 feet from the Southeast corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence S36°32'54"E 16.00 feet; thence S53°27'06"W 96.00 feet; thence N36°32'54"W 16.00 feet; thence N53°27'06"E 96.00 feet to the point of beginning

Parcel No.: 26-24-226-022, 26-24-226-021 & 26-24-226-020