

WHEN RECORDED RETURN TO:
SEB Legal, LLC
P.O. Box 71565
Salt Lake City, UT 84171

12528199
5/3/2017 2:18:00 PM \$17.00
Book - 10554 Pg - 924-927
Gary W. Ott
Recorder, Salt Lake County, UT
SEB LEGAL LLC
BY: eCASH, DEPUTY - EF 4 P.

EASEMENT AGREEMENT

GRANTOR: CC Osborn Properties, LLC, a Utah limited liability company

GRANTEES: David R & Lorraine R M Osborn, individuals

RECITALS

A. Grantor is the owner of real property located at 7095 West 3500 South in West Valley City, more particularly described as:

PARCEL NO: 14341020220000

LEGAL DESCRIPTION: BEG 602.94 FT W FR NE COR OF NW 1/4 OF NW 1/4 SEC 34, T 1S, R 2W, S L M; W 60 FT; S 375 FT; E 60 FT; N 375 FT TO BEG. LESS STREET.0.46 AC M OR L 7647-1526 8284-4959 10107-6280 10352-3677

B. Grantees are the owners of real property located at 7095 West Bello Avenue in West Valley City, more particularly described as:

PARCEL NO: 14341020070000

LEGAL DESCRIPTION: BEG 412.94 FT W & 375 FT S FR NE COR OF NW 1/4 OF NW 1/4 OF SEC 34, T 1S, R 2W, S L M; W 250 FT; S 110.74 FT, M OR L; E 252.79 FT, M OR L; N 110.74 FT, M OR L TO BEG. 0.64 AC 4298-0464 10076-3418

C. On the North side of Grantor's property, there exists a parking lot, which leads to a driveway on the West side of the property that provides Grantees the sole access to their property.

D. Grantor and Grantees desire to create an express easement on Grantor's property for the benefit of Grantees for ingress and egress to Grantees' property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Owner(s) agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantees an appurtenant, non-exclusive easement, for the benefit of Grantees' property, upon and across the portion of Grantor's property as identified on the map attached as Exhibit "A" ("Easement Area") for the sole purpose of ingress and egress to Grantees' property.

2. Payment. Grantees hereby agree to pay Grantor a one-time sum of \$2,000.00 in exchange for said easement, due and payable upon execution of this agreement.

3. Improvement of Easement Property. Grantees shall make no alterations to the Easement Area without the prior written permission of Grantor, which permission shall not be unreasonably withheld.

4. Maintenance of Easement. Grantors, at their expense, shall be responsible to maintain the portion of the Easement Area located North of the building located on Grantors property, currently consisting of the parking lot, including access to both properties from 3500 South. Grantor's area of maintenance responsibility is shown in green on Exhibit "A." Grantees, at their expense, shall be responsible to maintain the driveway portion of the Easement Area, including any improvements made thereon, located from the Northwest corner of the building on Grantor's property extending South to the Southwest corner of said building. Grantees area of maintenance responsibility for the Easement is shown in red on Exhibit "A."

5. Use of Easement. No activity shall be carried on within the Easement Area that is prohibited by law. Grantees agree that if any improvement or activity upon the Easement Area is causing damage to Grantor's property, Grantees will, at their sole expense, be required to remove such improvement or cease such activity immediately upon notification from Grantee.

6. Easement Runs with the Land. The Easement and the rights and obligations granted or created hereby are appurtenant to the Easement Area, and the Easement may not be transferred, assigned or encumbered except as an appurtenance to the Easement Area. For purposes of the Easement and the rights set forth herein, the Grantees' property shall constitute the dominant estate, and the Grantor's property shall constitute the servient estate. The Easement and the rights and duties contained in the Agreement shall: (a) constitute covenants running with the land; (b) bind every person having a fee, leasehold, or any other interest in any portion of the Easement Area at any time or from time to time while such portion is effected or bound by the Easement; (iii) inure to the benefit of and be binding upon Owner(s) and their successors and assigns as to the Easement Area and shall also inure to the benefit of and be binding upon Association and its successors in interest as the homeowners association for the Subdivision; and (iv) create an equitable servitude upon the Easement Area in favor of the Owner(s).

7. Integration; Modification; Termination. This Agreement contains the entire agreement respecting the matters set forth herein. This Agreement and the Easement created hereby may only be modified or terminated in writing by the Grantor and Grantee, or their respective successors, by executing, acknowledging, and recording in the Office of the Recorder of Salt Lake County, Utah a written notice of modification or termination.

8. Insurance. Grantees are required to maintain liability insurance covering the Easement Area and listing the Grantor's as an additional insured and loss payee on the liability policy. Grantees will provide proof of such coverage upon written demand of such proof by Grantor. Grantees insurance is primary and non-contributory.

9. No Dedication. The provisions of this Easement Agreement do not constitute a dedication for public use of the Easement Area, and the rights herein created are for private use.

10. Construction. This instrument shall be construed in accordance with the laws of the State of Utah.

11. Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12. Enforcement. In the event of a breach of any term, covenant, restriction or condition of this Agreement by either party shall grant the non-breaching party the right to collect damages and the right to enjoin such breach or threatened breach in a court of competent jurisdiction.

13. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding shall be entitled to an award of their reasonable attorneys' fees and costs in initiating or defending such matter. All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to a judgment.

14. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute the original.

GRANTOR:

[Signature]
CC Osborn Properties, LLC
Signed by Its: Member

May 03, 2017
Dated



STATE OF UTAH)
) :ss
County of Salt Lake)

On this 3rd day of May, 2017, personally appeared before me H. Maureen Smith, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same. Witness my hand and official seal.

[Signature]
Notary Public

GRANTEE(S):

[Signature]
David R. Osborn

[Signature]
Lorraine R. M. Osborn

May 3, 2017
Dated:

May 3, 2017
Dated:

STATE OF UTAH)
) :ss
County of Salt Lake)

On this 3rd day of May, 2017, personally appeared before me David R. and Lorraine R.M. Osborn, and proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same. Witness my hand and official seal.

[Signature]
Notary Public

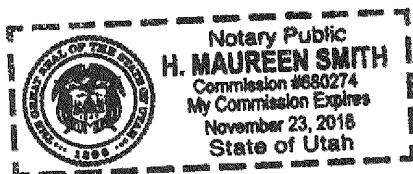


EXHIBIT "A"

