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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ELAINE HARRIS
3651 E OAK RIM WAY
SLC UT 84109
BY: DCP, DEPUTY - MI 5 P.

EASEMENT AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged hereby, the owner of **Lot C-71** (the "Servient Estate) in the Cove Point planned unit development project, hereby grants and conveys a perpetual, appurtenant easement to the owner of **Lot C-72** (the "Dominant Estate) in the Cove Point planned unit development project, and such owner's successors or assigns, for the non-exclusive use, access, possession, and enjoyment of the following easement area (hereinafter the "Easement Area"):

Beginning at the Northeast corner of said Lot C-71 and running:

Thence South 30°00'00" west 58.49 feet along the east line of said Lot C-71;

Thence North 60°15'00" West 4.74 feet to a point on existing house;

Thence North 29°45'00" East 58.51 feet along the said house to the north line of said Lot C-71;

Thence South 60°00'00" East 4.99 feet along said north line to the point of beginning.

The Easement Area constitutes a portion of the Servient Estate, which may be identified as C-71AE on an amended plat for Cove Point planned unit development project. Such Easement Area may be used by the owner, residents, guests, and invitees of the Dominant Estate for the purpose of a private yard area only. Permanent building of any kind of structure by an owner or resident of the Dominant Estate on the Easement Area is not permitted and any use of the Easement Area must comply with the terms and conditions of the declaration of covenants, conditions, and restrictions for the Cove Point Homes Association (the "Declaration"), as such Declaration may be amended from time to time, the provisions of other governing documents of the Cove Point Homes Association, and any applicable state, county, and municipal law. This easement shall be run with the land and be binding on all future owners of the Servient Estate and the Dominant Estate unless and until the owners of both the Servient Estate and the Dominant Estate sign and record a written agreement terminating or modifying the terms of this easement. This document may be recorded against the real property identified on Exhibit A, attached hereto.


The owner of the Dominant Estate, and such owner's successors and assigns, is responsible to maintain, repair, and replace the landscaping and other elements within the Easement Area in the same manner as if the Easement Area constituted Limited Common Area under the terms and conditions of the Declaration. However, if the owner of the Servient Estate damages any of the Easement Area while using, accessing, or maintaining the Servient Estate, then the owner of the Servient Estate shall be responsible for the costs of restoring the Easement Area to its previous condition. To the extent possible, the owner of the Dominant Estate, or such owner's successors or assigns, shall obtain insurance for the Easement Area. The owner of the Dominant Estate, and such owner's successors and assigns, shall further indemnify and hold harmless the owner of the Servient Estate from any claims asserted by the Dominant Estate's owner and such owner's residents, guests and invitees arising from activities and actions which occurred in the Easement Area unless such claims are the result of negligence by the owner or residents of the Servient Estate, or such guests or invitees of the owner or residents of the

Servient Estate. The owner of the Servient Estate shall remain responsible for paying property taxes on the Easement Area and may also carry insurance for the Easement Area.

The terms of this easement agreement are agreed to and accepted by the following owners of the Servient Estate and the Dominant Estate.

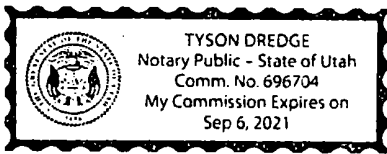
STATE OF UTAH)
): SS
COUNTY OF SALT LAKE)


DATED this 24 day of June, 2019.

Signature: 

Timothy D. Ryan
Owner of Lot C-71

On this 24, day of June, 2019, Timothy D. Ryan personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this easement agreement, and acknowledged that he executed the same.



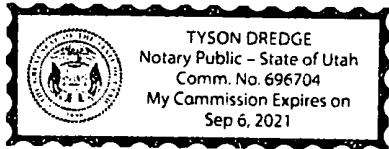

Notary Public

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

DATED this 24 day of June, 2019.

Signature: *Crista J. Ryan*
Crista J. Ryan
Owner of Lot C-71

On this 24 day of June, 2019, Crista J. Ryan personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this easement agreement, and acknowledged that she executed the same.



Tyson Dredge
Notary Public

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

DATED this _____ day of _____, 2019.

Signature: _____
Printed Name: _____
Dianne E. Farr
Owner of Lot C-72

On this _____ day of _____, 2019, Dianne E. Farr, personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this easement agreement, and acknowledged that she executed the same.

Notary Public

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

DATED this _____ day of _____, 2019.

Signature: _____
Crista J. Ryan
Owner of Lot C-71

On this _____, day of _____, 2019, Crista J. Ryan personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this easement agreement, and acknowledged that she executed the same.

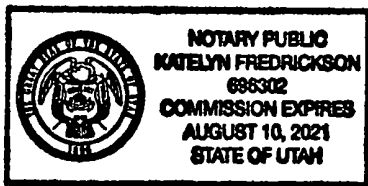
Notary Public

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

DATED this 25 day of May, 2019.

Signature: *Dianne E. Farr*
Printed Name: Dianne E. Farr
Dianne E. Farr
Owner of Lot C-72

On this 25th, day of May, 2019, Dianne E. Farr, personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this easement agreement, and acknowledged that she executed the same.



Katelyn Fredrickson
Notary Public

EXHIBIT A
Legal Description

SERVIENT ESTATE – LOT C-71

3687 E. Cove Point Drive, Salt Lake City, UT 84109, more particularly described as follows:

LOT C-71, COVE POINT PHASE THREE, PUD

Parcel No. 16-36-304-019-0000

DOMINANT ESTATE – LOT C-72

3693 E. Cove Point Drive, Salt Lake City, UT 84109, more particularly described as follows:

LOT C-72, COVE POINT PHASE III, P U D

Parcel No. 16-36-304-020-0000