

WHEN RECORDED RETURN TO:

Christopher Terry
3060 East Millcreek Dell Lane
Millcreek City, Utah 84109

13337565
7/22/2020 4:30:00 PM \$40.00
Book - 10984 Pg - 7499-7504
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

127082 - CAB

(Space Above for Recorder's Use Only)

EXCLUSIVE USE EASEMENT AGREEMENT

This **EXCLUSIVE USE EASEMENT AGREEMENT** (“**Agreement**”) is made as of July 22nd, 2020, by and between CHRISTOPHER T. TERRY, an individual (“**Parcel 1 Owner**”), whose address is 3060 East Millcreek Dell Lane, Millcreek City, Utah 84109, and CHRISTOPHER TERRY, an individual (“**Parcel 2 Owner**”), whose address is 3060 East Millcreek Dell Lane, Millcreek City, Utah 84109.

RECITALS

A. Parcel 1 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-024 (“**Parcel 1**”), which is more particularly described on Exhibit “A” attached hereto.

B. Parcel 2 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-025 (“**Parcel 2**”), which is more particularly described on Exhibit “B” attached hereto.

C. Parcel 2 Owner desires to grant to Parcel 1 Owner an exclusive easement to use a portion of Parcel 2 in the area described on Exhibit “C” attached hereto (“**Exclusive Easement Area**”).

AGREEMENT:

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Grant of Easement. Parcel 2 Owner hereby grants to Parcel 1 Owner, for the benefit of and as an appurtenant right to Parcel 1, an easement on, over, under and across the Exclusive Easement Area, for Parcel 1 Owner’s exclusive use. Without limiting the generality of the foregoing, Parcel 2 Owner will not have the right to use the Exclusive Easement Area for any purpose. The easements hereby granted shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

2. Use by Parcel 1 Owner. Without limiting the generality of Section 1 above, Parcel 1 Owner may make improvements in the Exclusive Easement Area including, but not limited to, creating landscaping, irrigation systems, fencing, retaining walls, structures, parking, and other improvements permitted by applicable laws.

3. No Liens. Parcel 1 Owner shall not permit any claim of mechanics, laborers or

ACCOMMODATION 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.

materialmen to be filed against Parcel 2, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Parcel 1 Owner. Within ten (10) business days after the date of the filing or recording of any such lien, Parcel 1 Owner shall cause the same to be paid and discharged of record.

4. Parcel 1 Owner's Maintenance Obligations. Parcel 1 Owner shall be responsible to maintain the Easement Area and all improvements thereon in good condition and repair.

5. Taxes. Parcel 2 Owner will pay, prior to delinquency, all taxes and assessments on Parcel 2, including, without limitation, ON the Exclusive Easement Area.

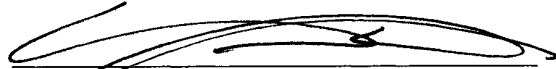
6. Disclaimer of Liability. In the event of any injury, loss or damage occurs as a result of an act or omission of Parcel 1 Owner and arising out of Parcel 1 Owner's use of the Exclusive Easement Area, Parcel 2 Owner shall not be liable or responsible for any such injuries, losses or damages.

7. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter of hereof. There are no other understandings or agreements between the parties with respect to the subject matter of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“PARCEL 1 OWNER”:



CHRISTOPHER T. TERRY, an individual

“PARCEL 2 OWNER”:

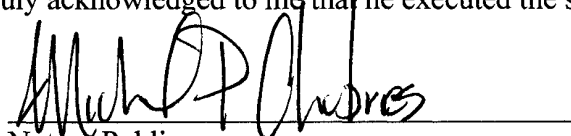
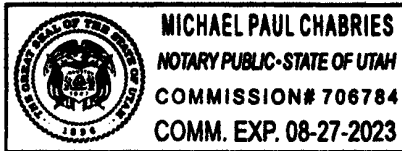


CHRISTOPHER T. TERRY, an individual

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 22nd day of July, 2020 personally appeared before me **Christopher T. Terry**, the signer of the foregoing Agreement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)


Notary Public

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 22nd day of July, 2020 personally appeared before me **Christopher Terry**, the signer of the foregoing Agreement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)

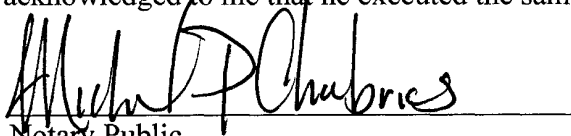
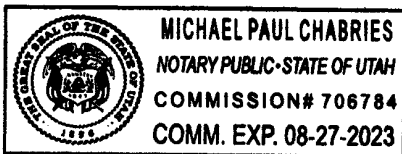

Notary Public

Exhibit "A"

Legal Description of Parcel 1

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence West 27.05 feet;
thence South 68°41'47" West 29.42 feet;
thence South 18°15'31" West 11.62 feet;
thence South 78°57'24" West 38.62 feet;
thence South 48.55 feet;
thence South 13°08'10" West 17.60 feet;
thence South 180.66 feet;
thence North 62°52'00" West 112.36 feet;
thence North 300.00 feet to a point on the Centerline of Mill Creek;
thence along the Centerline of Mill Creek the following (10)ten courses: 1)South 36°07'30" East 16.57 feet; 2)South 23°55'40" East 9.61 feet; 3)South 17°43'18" East 23.49 feet; 4)South 31°40'52" East 16.11 feet; 5)South 74°31'50" East 19.11 feet; 6)South 89°21'05" East 37.62 feet; 7)North 70°10'38" East 16.34 feet; 8)North 61°56'08" East 38.19 feet; 9)North 67°01'39" East 43.44 feet; 10)North 75°28'37" East 26.46 feet;
thence South 59.10 feet to the point of beginning.

Contains 32,953 square feet or 0.756 acres.

Parcel 16-35-129-024

Exhibit "B"

Legal Description of Parcel 2

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 326.71 feet;
thence North 62°52'00" West 112.37 feet;
thence North 180.66 feet;
thence North 13°08'10" East 17.60 feet;
thence North 48.55 feet;
thence North 78°57'24" East 38.62 feet;
thence North 18°15'31" East 11.62 feet;
thence North 68°41'47" East 29.42 feet;
thence East 27.05 feet to the point of beginning.

Contains 28,596 square feet or 0.656 acres

Parcel 16-35-129-025

Exhibit "C"

Exclusive Use Easement Legal Description

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet and West 27.05 feet and South 68°41'47" West 29.42 feet and South 18°15'31" West 11.62 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 18°15'31" West 3.85 feet;
thence Southwesterly 16.99 feet along the arc of a 20.00 foot radius curve to the right (center bears North 71°44'29" West and the chord bears South 42°35'38" West 16.48 feet with a central angle of 48°40'14");
thence South 66°55'45" West 22.39 feet;
thence South 51°07'45" West 6.35 feet;
thence North 21.15 feet;
thence North 78°57'24" East 38.62 feet to the point of beginning.