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BOOK 2274 PAGE 273

Recorded DEC 23 1964 at 8:37 A.M.
Request of WESTERN STATES LIFE INSURANCE CO.
Fees Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$4.50 By *[Signature]* Deputy
Ref. _____

EASEMENT AGREEMENT

This Agreement made and entered into this 1 day of December, 1964, by and between WILLIAM V. HAWKES, JR., and ANNA VAW HAWKES, his wife, of Salt Lake County, State of Utah, party of the first part, which expression shall include his, her, or their heirs, executors, administrators, agents or assigns where the context so requires or admits, and BERNARD E. VALGARDSON and KATHERYN VALGARDSON, his wife, of Salt Lake County, State of Utah, party of the second part, which expression includes his, her, or their heirs, executors, administrators, agents or assigns, where the context so requires or admits.

WITNESSETH:

WHEREAS the party of the first part owns and has title to that certain real property located in Salt Lake County, State of Utah, and described as follows:

All of Lot 124, UPLAND TERRACE PLAT "C", according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

AND WHEREAS party of the second part owns and has title to real property located in Salt Lake County, State of Utah, and particularly described as follows:

All of Lot 125, UPLAND TERRACE PLAT "C", according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

AND WHEREAS the party of the second part desires an easement for a sewer line together with the necessary rights of ingress and egress and the right to inspect, maintain and repair same.

NOW THEREFORE it is hereby agreed as follows:

The party of the first part does hereby grant, assign and set over to the party of the second part an easement for a sewer line over and across the West approximately 5 feet of said Lot 124, UPLAND TERRACE PLAT "C", according to the official plat thereof on file and of record, together with the necessary rights of ingress and egress and the right to construct, maintain and repair said sewer pipe line.

The party of the second part for and in consideration of said easement hereby agrees to construct a concrete retaining wall on the boundary line between the property of said party of the first part and party of the second part, from the West boundary line of the parties to a point 30 feet East therefrom, and to construct a concrete retaining wall on the West boundary line of the party of the first part, said retaining wall being the full width of the property owned by the party of the first part. The party of the second part also agrees to indemnify the party of the

[Signature]
Retaining wall is to extend from the South West corner of Hawkes Property to the curb at edge of street.

[Signature]

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first part for any damage caused during the construction of said sewer line or at any time thereafter to the property adjoining said party of the first part on the West and being described as follows:

All of Lot 88, UPLAND TERRACE PLAT "B", according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

The party of the first part shall fully use and enjoy the aforesaid premises except as to the rights herein granted and the party of the second part hereby agrees to hold and save the said party of the first part harmless from any and all damage arising from the use of the right, easement and right of way herein granted and agrees to pay any damages or damage which may arise to the property, premises or rights of the parties of the first part through second party's use, occupation, possession of the rights herein granted and to indemnify the party of the first part for any damage caused to property of third parties due to the location of said easement and right of way over the property of the first part.

The party of the second part hereby agrees to begin construction of the retaining wall as set forth above immediately upon completion of the installation of the sewer line contemplated by this agreement and to complete said retaining wall within a reasonable time thereafter and in a workman like manner. The party of the second part also agrees to replace all landscaping, shrubbery and improvements of any kind or nature existing over and across said easement upon the execution of this agreement and the party of the second part, his heirs, executors or assigns shall be charged with the duty to replace any and all landscaping and/or shrubbery or other vegetation existing at any time they find it necessary to remove same for the purpose of maintaining or repairing the sewer line located across said property, and upon default of this obligation the easement granted herein will terminate and party of the second agrees to remove the sewer pipe line existing thereon after 30 days written notice that they have defaulted in the terms and conditions hereof.

The party of the second part hereby agrees to pay all attorney's fees, court costs and other costs incurred by the party of the first part under this agreement or caused by the party of the first part enforcing their rights hereunder.

To have and to hold said easement, rights and right of way unto the party of the second party, his successors or assigns forever and under the specific conditions, restrictions, and considerations above set forth.

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William V. Hawkes

Anna Van Hawkes
Party of the First Part

Bernard E. Valgardson
Kathryn Valgardson
Party of the Second Part

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

On the 21 day of December, 1964, personally appeared before me WILLIAM V. HAWKES, JR., and ANNA VAN HAWKES, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Alfred J. Nuoma
Notary Public
Residing at:

My Commission Expires:

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

On the 21 day of December, 1964, personally appeared before me BERNARD E. VALGARDSON and KATHRYN VALGARDSON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Alfred J. Nuoma
Notary Public
Residing at:

My Commission Expires: