



W2076171

**RECIPROCAL DRIVEWAY EASEMENT AGREEMENT**

05-138-0041,0050 ✓

THIS RECIPROCAL DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made and entered into as of December 17, 2004, by and between DON CHANTRY and DAVID CHANTRY ("Chantry"), and SHIRLEY K. LINNEN ("Linnen").

**RECITALS**

A. Don Chantry and David Chantry, ("Chantry") own parcels of real property ("Chantry Property") located in Weber County, Utah, and more particularly described on Exhibit A.

B. Shirley K. Linnen, ("Linnen") owns a parcel of real property ("Linnen Property") located in Weber County, Utah, and more particularly described on Exhibit B. The Chantry Property and Linnen Property are contiguous.

C. Chantry and Linnen are executing this Agreement for the purpose of creating a reciprocal driveway easement for ingress and egress over portions of the Chantry Property and Linnen Property.

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

1. Definitions. As used in this Grant, the following terms shall have the indicated meanings:

(a) "Benefited Parties" means each of the Parties and their respective tenants, subtenants and concessionaires, and the customers, invitees, guests and licensees of the Parties and their respective tenants, subtenants and concessionaires.

(b) "Parcel" or "Benefited Parcel" means the Chantry Property or the Linnen Property where no distinction between the two is required by the context in which the term is used.

(c) "Parcels" means the Chantry Property and the Linnen Property, collectively.

(d) "Parties" means all of the persons who are a Party, taken in the aggregate.

(e) "Party" means each person executing this Agreement and its assigns and successors-in-interest with respect to the Parcel or portion of a Parcel owned by it, as the same may be shown by the records of Weber County, Utah. Without limiting the generality of the foregoing, the term "Party" refers to the person or persons holding fee title to all or any of Chantry Property and the Linnen Property.

E# 2076171 PG 1 OF 10  
DOUG CROFTS, WEBER COUNTY RECORDER  
23-DEC-04 303 PM FEE \$32.00 DEP SGC  
REC FOR: EQUITY.TITLE

5

- (f) "Owner" means the owner of either of the Parcels.
- (g) "Owners" means the owners of the Parcels.

2. Grant and Declaration of Driveway Easement. Chantry does hereby convey, assign, transfer and grant to the Benefited Parties, and hereby declares that the Parcel shall be encumbered by and subject to, non-exclusive, reciprocal easements on, over across and through that portion of the Parcel described on Exhibit C ("Driveway Easement Area"), for ingress to and egress from, and passage of motor vehicles and pedestrians to and between each and both of the Parcels, and between the Parcels described below and to contiguous public roadways and rights-of-way to install utilities under the Driveway Easement Area.

3. Grant and Declaration of Driveway Easement. Linnen does hereby convey, assign, transfer and grant to the Benefited Parties, and hereby declares that the Parcel shall be encumbered by and subject to, non-exclusive, reciprocal easements on, over across and through that portion of the Parcel described on Exhibit D ("Driveway Easement Area"), for ingress to and egress from, and passage of motor vehicles and pedestrians to and between each and both of the Parcels, and between the Parcels described below and to contiguous public roadways and rights-of-way to install utilities under the Driveway Easement Area.

4. Maintenance of Improvements. The Driveway Easement Area is presently improved with asphalt. Each Owner shall be responsible, at its sole cost and expense, to maintain improvements on the Driveway Easement Area in accordance with the terms of this Agreement. Any damage or destruction caused to the Driveway Easement Area by and Owner shall be repaired or replaced at such Owner's sole expense.

5. No Interference: Maintenance: Taxes. Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, installation of utilities or as the Owners may mutually agree, no fence wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Driveway Easement Area to the Benefited Parties, shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Driveway Easement Area. From the date hereof, each Owner shall maintain the Driveway Easement Area improvements located on its Parcel in reasonably good condition and repair, free from debris and take such other actions in connection therewith as are reasonable under the circumstances. Each Owner shall pay the real estate taxes and assessments according to its fee ownership as recorded on the Weber County Records Office as if an easement did not exist, but the payment of such taxes is not to be construed as adverse possession. A parties' maintenance obligation terminates upon transfer of title to the respective Parcels to a successor owner who then must assume the maintenance and tax duties hereunder.

6. Duration. This Agreement and easements and undertaking set forth herein shall be perpetual.

7. Integration: Modification. This Agreement contains the entire agreement with respect to the matters set forth herein. This Agreement and any easement or undertaking contained herein, may be terminated, extended, modified or amended as to the whole of the Parcels or any portion of them with the unanimous consent of the Owners, and any such termination, extension, modification or amendment shall be effective upon proper recordation of a written document evidencing the same, executed and acknowledged by all of the Owners then existing in the office of the Weber County Recorder.

8. Not a Public Dedication. Nothing contained in the Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement be strictly limited to and for the purposes expressed herein.

9. Mutuality; Reciprocity Runs With the Land

(a) The easements, rights and obligation granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth herein, the Parcels benefited thereby shall constitute the servient estate.

(b) Each of the easements and rights contained in the Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or the extent that the easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns as to their respective Parcels, and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

10. Further Action. Each Owner shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

11. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah.

12. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained.

If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

13. Attorneys' Fees. In the event it becomes necessary in the future for an Owner to employ the service of an attorney in connection herewith, either with or without litigation, the losing Owner of such controversy shall pay to the successful Owner reasonable attorneys fees and, in addition, such costs and expenses as are incurred in the enforcing of this Agreement.

IN WITNESS WHEREOF, this Reciprocal Driveway Easement Agreement is executed as the day and year first above written.

Don Chantry

By: Donald E. Chantry

David Chantry

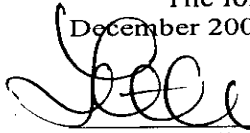
By: David Chantry

Shirley K. Linnen

By: Shirley K. Linnen

STATE OF UTAH )  
:SS  
COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this 20 day of  
December 2004, by Donald E. Chantry

  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
:SS  
COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this 22 day of  
December 2004, by David Chantry

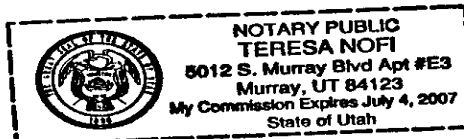
  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
:SS  
COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this 23rd day of  
December 2004, by Shirley R. Limen

  
\_\_\_\_\_  
Notary Public




**EXHIBIT A  
TO  
RECIPROCAL DRIVEWAY EASEMENT AGREEMENT**

Chantry Property

PARCEL 1

Part of Lot 42, CHIMES VIEW ACRES, AMENDED PLAT, SOUTH OGDEN CITY, WEBER COUNTY, UTAH: Beginning on the South line of Chimes View Drive South 59°11' East 176.47 feet from the Northwest corner of said Lot 42, thence South 59°11' East 50.25 feet; thence South 25°09' West 67.5 feet; thence Southerly along a 50 foot radius curve to the right to the South line of said Lot 42; thence North 89°45'17" West along the South line of said Lot 85 feet; thence North 27° East 42 feet more or less; thence South 85°40' East 5 feet more or less; thence North 25°09' East 105.09 feet to the point of beginning.

(05-138-0050) 

PARCEL 2


All of BLOCK 1, COUNTRY CLUB HEIGHTS, South Ogden City, Weber County, Utah.

Excepting however, all that portion of Block 1, Country Club Heights. described as follows:

Beginning at the most Southerly corner of Lot 36, GREENWOOD VILLAGE AMENDED PLAT, running thence South 53°02' East 89.1 feet; thence South 60°18' East 114.3 feet; thence North 13°18' East 46.3 feet; thence South 76°00' East 150.9 feet, more or less, to the west line of County Club Drive in said Country Club Heights; thence Southerly and Westerly along said Country Club Drive to a point which is South 39°00' West from the point of beginning; thence North 39°00' East to the point of beginning.

Also: Except that portion in the Northeast Corner of said Block as Conveyed to Kenneth Allen and Leona Allen by Deed in Book 652 at page 117 of official records.

Also: Except that part deeded to Harry W. Nicholas and Leila S. Nichols in Book 1050 at page 440 of official records.

(06-021-0045) 

**EXHIBIT B  
TO  
RECIPROCAL DRIVEWAY EASEMENT AGREEMENT**

Linnen Property

Part of Lot 42, CHIMES VIEW ACRES, AMENDED PLAT, SOUTH OGDEN CITY, WEBER COUNTY, UTAH and part of Block 1, Country Club Heights, South Ogden City, Weber County, Utah: Beginning at a point on the South Line of 40th Street: Said point being South 59°11' East 226.72 feet from the Northwest corner of said Lot 42, running thence South 59°11' East 70 feet along the South line of said street; thence South 9°15' West 50.7 feet thence South 23°49' West 61.85 feet; thence North 64°51' West 34.97 feet; thence to the right along the arc of a 50 foot radius curve 78.54 feet; the long chord of said curve bears North 19°51' West 70.71 feet; thence North 25°09' East 67.5 feet to the point of beginning.

(05-138-0041) *AWA*

E# 2076171 PG7 OF10

**EXHIBIT C  
TO  
RECIPROCAL DRIVEWAY EASEMENT AGREEMENT  
"Chantry to Linnen"**

Part of the Southeast Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Described as follows:

Commencing at point in the Southeasterly right of way line of 40th Street, which point lies North  $00^{\circ}53'17''$  East 131.06 feet and South  $89^{\circ}06'43''$  East 337.69 feet from the South 1/4 corner of said Section 5, thence South  $59^{\circ}11'00''$  East along 40th Street 20.49 feet to the beginning of a curve concave to the Northeast having a radius of 25.00 feet and a central angle of  $40^{\circ}55'27''$  and being subtended by a chord which bears South  $42^{\circ}59'16''$  East 17.48 feet; thence Southeasterly along said curve 17.86 feet to the Easterly property line of Chantry, thence South  $25^{\circ}05'06''$  West along said boundary line 14.17 feet to a point of cusp on a curve concave to the South, having a radius of 10.00 feet and a central angle of  $97^{\circ}11'10''$  and being subtended by a chord which bears South  $72^{\circ}03'25''$  West 15.00 feet; thence Northwesterly along said curve 16.96 feet; thence North  $67^{\circ}39'21''$  West 24.96 feet; thence North  $23^{\circ}53'47''$  East 34.18 feet to the point of beginning.

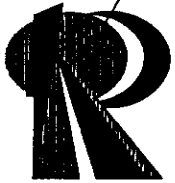
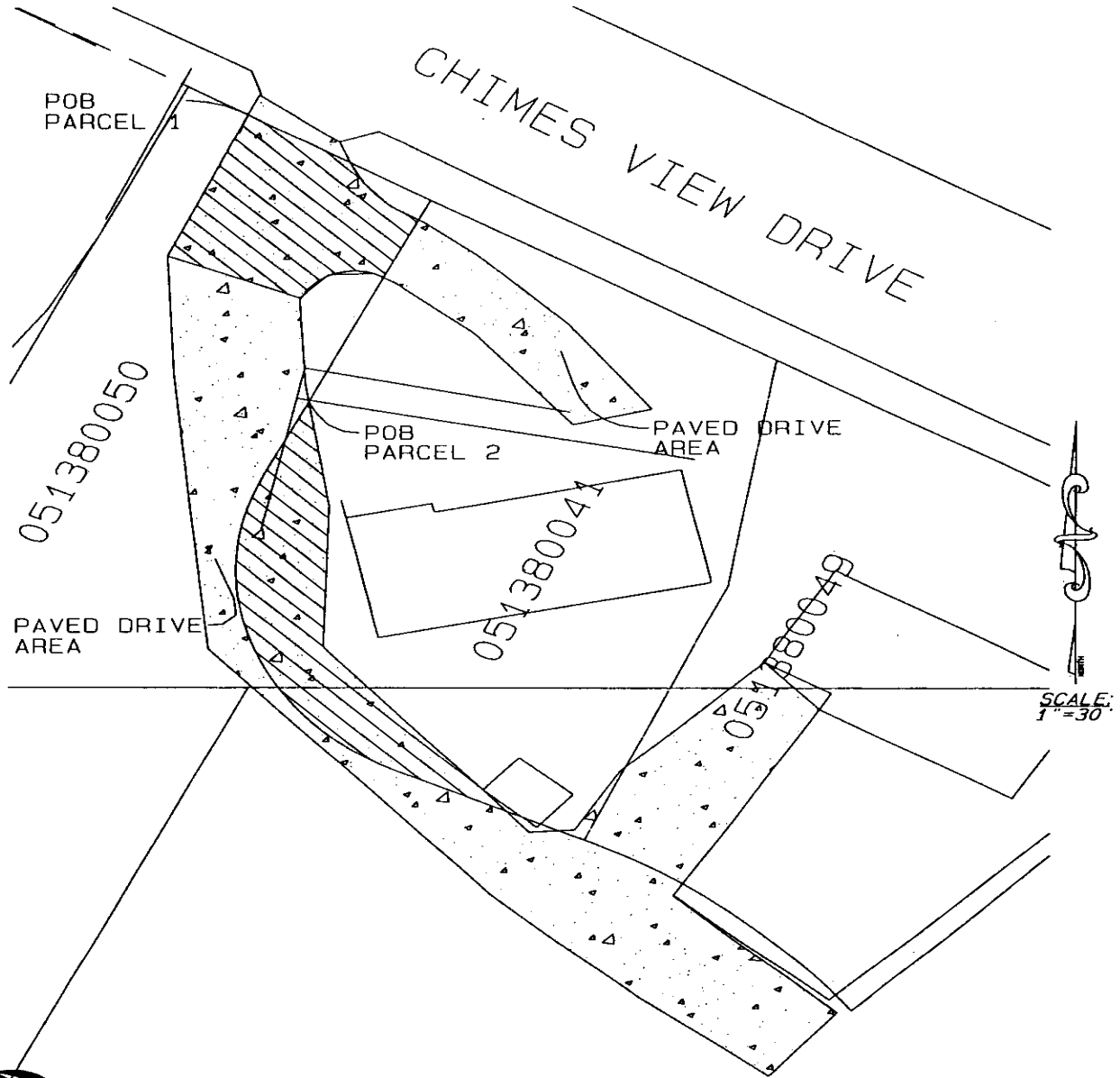


**EXHIBIT D  
TO  
RECIPROCAL DRIVEWAY EASEMENT AGREEMENT  
"Linnen to Chantry"**

PART OF THE SOUTHEAST QUARTER OF SECTION 5, T.5N., R.1W.,  
S.L.B.&M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING A POINT IN GRANTOR'S WEST BOUNDARY, WHICH POINT LIES N00°53'17"E,67.68 FEET AND S89°06'43"E,349.30 FEET FROM THE S 1/4 CORNER OF SAID SECTION 5, THENCE S08°58'54"E,23.69 FEET; THENCE S01°56'28"W,31.48 FEET; THENCE S41°00'30"E,48.45 FEET; THENCE N64°51'00"W,20.01 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE NORTHERLY 78.54 FEET ALONG THE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°59'58"; THENCE N25°08'07"E,18.13 FEET TO THE POINT OF BEGINNING

EXHIBIT  
CHANTRY - LINNEN EASEMENT



REEVE & ASSOCIATES, INC.

Civil Engineering \* Structural Engineering  
Surveying \* Land Planning

EXECUTIVE BLDG., 4155 S., HARRISON BLVD., #310, OGDEN, UT 84403  
(801) 621-3100 FAX (801) 621-2666