EASEMENT AND MAINTENANCE AGREEMENT

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This agreement, made this oth day of May, 1986, between V. Lynn Olsen and Bonnie Jean Olsen, his wife, of 10250 Dimple Dell Road, Sandy, Utah 84092, parties of the first party, and Ronald Lynn Olsen and Thoma Lee Olsen, his wife, of 10254 Dimple Dell Lane, Sandy, Utah 84092, parties of the second part, witnesseth:

WHEREAS, the parties of the second part are the owners of an easement in the nature of a private right-of-way contained in that certain Grant of Easement dated December 8, 1983, and recorded December 12, 1983, as Entry No. 3879664 of Official Records, with the parties of the first part as grantors and the parties of the second part as grantees, which Grant of Easement is incorporated herein and made a part of this agreement and is described as follows:

Beginning at a point which is 301.88 feet South and 2141.15 feet East from the Northwest Corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 1°35'00" East 30.01 feet; thence West 661.87 feet, more or less, to the East line of property conveyed to Salt Lake County by Quit-Claim Deed recorded October 30, 1980 as Entry No. 3496857 in Book 5172 at page 242 of Official Records; thence along said West line, North 30.0 feet to the Northeast corner of said Salt Lake County Parcel; thence East 661.04 feet, more or less, to the point of BEGINNING.

WHEREAS, the parties hereto desire to set forth, through this agreement, those rights and obligations created under said Grant of Easement:

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

- 1. SCOPE OF GRANT OF EASEMENT. It is understood and agreed that the parties of the second part are granted full rights and liberty for them, their servants, visitors, and licensees, at all times, to pass and repass along said easement for all lawful purposes relating to their private dwelling.
- 2. REVERSION INTEREST. It is understood and agreed that the parties of the first part retuen a right of reversion, whereby the Grant of Easement will automatically and without the necessity of re-entry revert back to the parties of the first part upon the parties of the second part obtaining access to Dimple Dell Lane and/or its subsequent extension along the West boundary of said Easement. Once access is obtained, the parties of the second part shall immediately execute a Termination of Easement.
- 3. MAINTENANCE. It is further understood and agreed that the parties of the second part shall maintain and operate the right of way in such a manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment, including cultivation, of the property through which the easement was granted. It is also understood and agreed that the parties of the second part, at their own cost and expense, will maintain the right-of-way in its present condition. Any improvements to the right-of-way shall not be undertaken without the express written consent of the parties of the first part and an assumption in writing by the parties of the second part for the costs of improvement and maintenance.

AND COVENANTS

4. APPURTENANT. It is further understood that the easement Vdescribed herein is to and shall run with the land, and shall be for the benefit and use of the parties of the second part, their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement at Salt Lake County, Utah, on the day and year first above written.

Parties of the First Part

. Lynn (Isen

Bonnie Jean Olsen

Parties of the Second Part

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Ronald Lynn Olsen

Stoma Lee Olsen

State of Utah County of Salt Lake s.s.

The foregoing instrument was acknowledged before me this 6th day of May, 1986, by V. Lynn Olsen, Bonnie Jean Olsen, Rohald Lynn Olsen, and Thoma Lee Olsen.

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Notary Public

My commission expires: 3/9/6

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GRAHT OF MASEMENT

THIS AGREEMENT made this R day of Assembles 1983 between V. LYNN OLSEN and BONNIE JEAN OLSEN, hereinafter called GRANTORS, and RONALD LYNN OLSEN and THOMA LEE OLSEN, husband and wife, hereinafter called GRANTENS:

WHEREAS, the Grandors are the owners of the following described real property located in Salt Lake County, State of Utan, which is more particularly described at follows:

(See Parcel "A" of attached Description Sheet)

WHEREAS, the Grantees are the owners of the following described real property located in Salt Lake County, State of Utab, which is more particularly described as follows:

(See Parcel "B" of attached Description Sheet)

WHEREAS, the parties hereto are desirous of creating an easement for a Right of Way over and across the property of the Grantons for the henefit of the property of the Grantses.

THEREFORM, in consideration of TEN DOLLARS and other good and valuable considerations, receipt of which is here'y acknowledged:

1. The Grenters hereby convey to the Grantees a perpetual, non-exclusive easement for driveway purposes over and across the property of the Granters at a location described as Jollows:

(See Parcel "S" of attached Description Sheet)

- 2. The partice agree that the term "driveway purposes" so used in this agreement shall mean Residential Driveway.
- 3. The parties agree that this essement whall run with the land and shall be hinding on and shall foure to the benefit of the parties hereto, their noire, successors or assigns.
- 4. The Grantors reserve the right to discolve this agree ent in favor of Granters upon the condition that Parcel B be subsequently connected with dedicated already from existing belt Lake County is proved road known as Dimple Well Lane, at which time the Grantees will no longer toquire was of the right-of-way granted hardin.

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(DESCRIPTION SHEET ATTACHMENT to GRANT OF EASEMENT)

PARCEL "A":

BEGINNING at a point which in 301.88 feet South and 2141.15 feet East from the Northwest country of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Maridian, and running thence South 1° 35' 00" East 30.01 feet; thence West 193.78 feet; thence South 11° 12' 50" West 307.96 feet; thence West 47.47 feet; thence North 1° 40' 00" West 83.19 feet; thence North 73° 17' 00" West 103.00 feet; thence North 10° 25' 00" East 223.06 feet; thence South 861.04 feet to the point of BEGINNING.

EXCEPTING THEREFROM, a parcel conveyed to Sait Lake County by Quit Claim Deed recorded October 30, 1980 as Entry No. 3496357 in Book 5172 at page 142 of Official Records of Sait Lake County, Utah, and a parcel conveyed to Ronald Lynn Olean and Thoma Loc Olsen, his wife, as joint tengents, by Warranty Deed recorded November 22, 1983 an Entry No. 3872558 in Book 5509 at page 799 of Official Records, and re-recorded November 23, 1983 an Entry No. 3873089 in Book 5509 at page 1722 of Official Records.

PARCEL "B":

BEGINNING at a point which is 301.38 feat South and 1440.11 feet East from the Northwest corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and thence running South 126.87 feat; thence West 183.32 feet; thence North 10° 25° 00" East 129 feat; thence East 160 feat to the point of BEGINNING.

PARCEL "C":

EEGINNING at a point which is 301.88 feet South and 2141.15 feet East from the Northwest corner of Section 14, Kownship 3 South, Range 1 East, Salt Lake Base and Maridian, and running thence South 1° 35' 00" East 30.01 feet; thence West 661.67 feet, more or lest, to the East line of property conveyed to Salt Lake Jounty by Quit Claim Wend recorded October 30, 1940 as Entry No. 3496857 in Book 5172 at page 242 of Official Records; thence along said West line, North 30.0 feet to the Northeset corner of said Sait Lake County Parcel; thence Reat 661.04 feet, more or less, to the point of Beginning.

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DATED this & day of DECEMBE Crahi jes : GRANTEES: STATE OF UTAH, County of Salt Lake, On the __ { day of Necester 1983 personally appeared before me YNN POLSEN and BONNIE JEAN OLSEN, RUNALD LYNN OLSEN and THOMA LEE OLSEN, 8001 5770 HSI 1044 f the foregoing instrument, who duly acknowledged to me that

Grant of Easement - Page 2

sion expires 3/18/67

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