

After Recording Return To:
The Rudd Firm, P.C.
75 W. Towne Ridge Pkwy. Ste. 125
Sandy, UT 84070

(Space above for recorders use only)

DRIVEWAY ACCESS EASEMENT AGREEMENT

This Driveway Access Easement Agreement (“**Agreement**”) is made as of this ^{15th} ~~November~~ ^{December}, 2022, by and between Todd Edgerton and Julie Edgerton (the “**Edgertons**”) and Stephen Brower and Kristy Brower (the “**Browers**”). The Edgertons and the Browers are sometimes hereinafter collectively referred to as the “Parties,” or individually as a “Party.”

The following recitals of fact are a material part of this Agreement:

A. The Edgertons are the owners of certain real property located in Wasatch County, State of Utah, as described in Exhibit A hereto (the “**Edgerton’s Lot**”);

B. The Browers are the owners of certain real property located in Wasatch County, State of Utah, as described in Exhibit B hereto (the “**Brower’s Lot**”); and

C. A driveway exists that runs from the street to the residences located on the Edgerton’s Lot and the Brower’s Lot (the “Driveway”), and that Driveway is located on both the Edgerton’s Lot and the Brower’s Lot.

D. The Edgertons and Browers have agreed to the imposition of a right of way easement over and across the Driveway (the “Easement Area”) that benefits the Edgertons and Browers, and any successors in ownership of the Edgerton’s Lot and the Brower’s Lot, so that the owners of those lots, and their invitees, can freely access their respective residences,, upon and subject to the terms and conditions of this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Grant of Driveway Access Easement. Edgertons hereby grant unto the Browers a perpetual easement over and across the Driveway for ingress and egress, passage, and delivery by vehicles and pedestrians to and from the Brower’s Lot, and Browers hereby grant unto the Edgertons a perpetual easement over and across the Driveway for ingress and egress, passage, and delivery by vehicles and pedestrians to and from the Edgerton’s Lot. The Browers and Edgertons may park vehicles on the Driveway in a manner that does not interfere with either Party’s ability to safely and conveniently travel up and down the Driveway by motor vehicle or on foot, and each Party shall park its respective vehicles so as to minimize the occupation the other Party’s lot any more than is reasonably necessary. Under no circumstances shall the Browers park a vehicle in such a manner that it interferes with the Edgerton’s ability to drive a motor vehicle to and from the

Edgerton garage to the street, and under no circumstances shall the Edgertons park a vehicle in the driveway in such a manner that it interferes with the Brower's ability to drive a motor vehicle from the Brower's front door of their residence to and from the street. The Browsers shall be solely responsible for maintaining that portion of the Driveway that is located on the Brower's Lot, and the Edgertons shall be solely responsible for maintaining that portion of the Driveway that is located on the Edgerton's Lot.

2. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein is appurtenant to the Brower's Lot and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Edgertons and the Browsers.

3. No Public Use/Dedication. The Easement Area is and shall remain private property. The use of the Easement Area is permissive and is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Edgerton's Lot or the Brower's Lot for any public use.

The parties hereto have executed this Agreement as of the date first written above.

THE EDGERTONS

By: [Signature]
Todd Edgerton

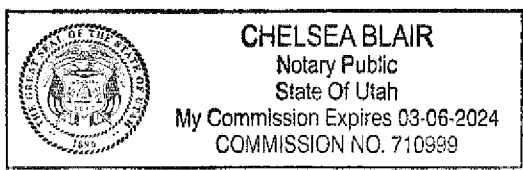
By: [Signature]
Julie Edgerton

State of Utah)
:ss

County of Wasatch) 2022

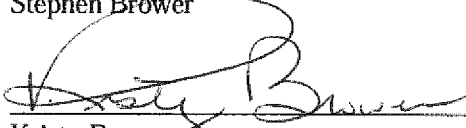
On the 15 day of December, 2022, personally appeared before me Todd Edgerton and Julie Edgerton, who executed the foregoing instrument for the purposes therein contained.

[Signature]
Notary Public



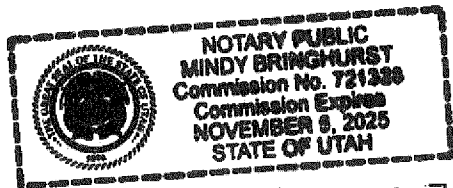
THE BROWERS



Stephen Brower


Kristy Brower

State of Utah)
) :SS
County of SLC)

On the 11th day of December, 2022, personally appeared before me Stephen Brower and Kristy Brower, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.




Mindy Bringhurst
Notary Public

commission no. 721328
expires: NOV. 5, 2025

EXHIBIT A
Legal Description of Edgerton's Lot

All of Lot 1713, Timberlakes Subdivision Plat 16, a Planned Recreational Community, according to the official plat thereof of record in the office of the Wasatch County Recorder.

Tax ID No. 00-0011-9706 (For reference purposes only)

EXHIBIT B

Legal Description of Brower's Lot

All of Lot 1714, Timberlakes Subdivision Plat 16, a Planned Recreational Community, according to the official plat thereof of record in the office of the Wasatch County Recorder.

Tax ID No. 00-0011-9714 (For reference purposes only)