

After Recording Return To:

Gregory Clark and Linda Clark  
1841 North 1400 East  
Provo, Utah 84604

Parcel ID Nos.: 48-016-0036, 48-014-0033

**172833 - BJP**

*(Space above for recorders use only)*

### EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made as of this 27 day of October 2023, by and between Gregory Dallan Clark and Linda Rae Nelson Clark, Trustees of the Clark Family Trust, dated the 5<sup>th</sup> day of December, 2000 (“**Clark Trust**”), and Michael R. Walker and Julie A. Walker (“**Walker**”) (collectively, the “**Parties**”).

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

- A. Clark Trust owns certain real property located in Utah County, State of Utah, as described in Exhibit A hereto (the “**Clark Trust Property**”);
- B. Walker owns certain real property located in Utah County, State of Utah, as described in Exhibit B hereto (the “**Walker Property**”);
- C. The Parties desire that a portion of the Walker Property be designated as an easement (the “**Easement Area**”) for the benefit of the Clark Trust Property for the purposes stated herein, upon and subject to the terms and conditions of this Agreement. The Easement Area consists of that portion of the real property described in Exhibit C hereto that is located within the Walker Property, as depicted in Exhibit D hereto.

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

- 1. Grant of Access Easement. Walker hereby grants to Clark Trust an easement on, over and across the Easement Area for the purpose of ingress, egress, passage, and delivery by vehicles and pedestrians.
- 2. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein is appurtenant to the Clark Trust Property 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 Clark Trust and Walker.

3. No Public Use/Dedication. The Easement Area is and shall remain private property except to the extent it becomes a dedicated public street. 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 Easement Area for any public use.

4. Liability and Upkeep. The Easement area is and shall remain the responsibility of successors and assigns of the Clark Trust Property. Any changes shall stay within the Easement boundaries and shall be approved by both parties.

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

*[Signatures on following pages]*

Clark Family Trust,  
dated the 5<sup>th</sup> day of December, 2000

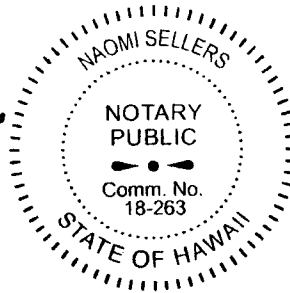
*Gregory Dallon Clark*  
Gregory Dallon Clark, Trustee

*Linda Rae Nelson Clark*  
Linda Rae Nelson Clark, Trustee

Hawaii  
STATE OF ~~UTAH~~ )  
City + COUNTY OF Honolulu )

On    October 27, , 2023, before me, a notary public, personally appeared **Gregory Dallon Clark**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same as Trustee of the Clark Family Trust, dated the 5<sup>th</sup> day of December, 2000 for its stated purpose.

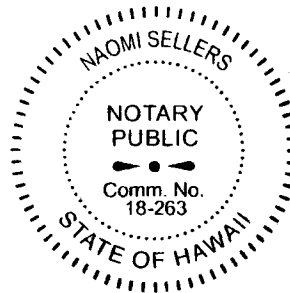
*Naomi Sellers*  
(notary signature) my commission expires 05/20/2026



Hawaii  
STATE OF ~~UTAH~~ )  
City + COUNTY OF Honolulu )

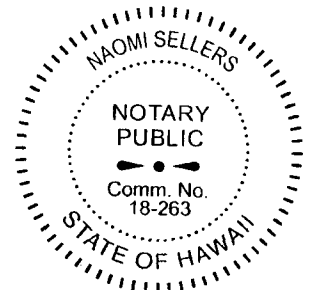
On October 27, 2023, before me, a notary public, personally appeared **Linda Rae Nelson Clark**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that she executed the same as Trustee of the Clark Family Trust, dated the 5<sup>th</sup> day of December, 2000 for its stated purpose.

*Naomi Sellers*  
(notary signature) my commission expires 05/20/2026



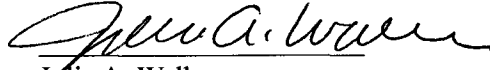
Doc Date: 10/27/2023 # Pages: 3  
Notary Name: Naomi Sellers 1st Circuit  
Doc. Description: Easement Agreement (Stamp or Seal)

*Naomi Sellers* 10/27/2023  
Notary Signature Date





Michael R. Walker



Julie A. Walker

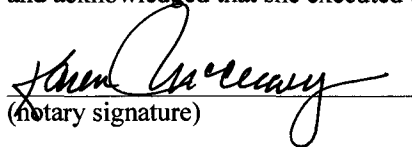
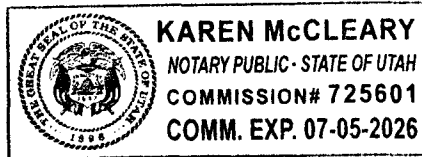
STATE OF UTAH )  
COUNTY OF Utah )

On October 27, 2023, before me, a notary public, personally appeared **Michael R. Walker**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same for its stated purpose.

  
(notary signature)

STATE OF UTAH )  
COUNTY OF UTAH )

On October 27, 2023, before me, a notary public, personally appeared **Julie A. Walker**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that she executed the same for its stated purpose.

  
(notary signature)

**Exhibit A**  
**(Clark Trust Property Legal Description)**

All of Lot 8, Block 4, OAK HILLS PLAT "B", according to the official plat thereof as recorded in the office of the Utah County Recorder.

**Exhibit B**  
**(Walker Property Legal Description)**

All of Lot 11, Block 3, OAK HILLS SUBDIVISION, according to the official plat thereof as recorded in the office of the Utah County Recorder.

**Exhibit C**  
**(Easement Area Legal Description)**

Commencing at the Northeast corner of Lot 11, Block 3, Oak Hills Subdivision, Provo, Utah, said point being located South 00°43'00" West 1315.7 feet and South 89°00'00" East 494.7 feet and North 174.72 feet and South 83°44'00" East 171.55 feet and North 47°38'00" East 378.85 feet and North 41°31'00" East 256 feet from the Northwest corner of Section 32, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 41°31'00" West 31.62 feet; thence North 01°16'34" East 55.55 feet; thence South 31°45'00" East 37.47 feet to the point of beginning

**Exhibit D**  
**(Easement Area Depiction)**



