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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:
Drew and Julie Sweet
2089 E. 6425 S.
Holladay, UT 84121

GRANT OF ACCESS AND UTILITIES EASEMENTS

This Grant of Access and Utilities Easements (this “**Easement**”) is entered into as of the 7th day of June, 2019, by Drew B. Sweet, as Trustee of the Paul Byrne Sweet and Carol N. Sweet Living Trust dated February 27, 2015 (“**Grantor**”) for the Lane Residents, as defined herein.

RECITALS:

A. WHEREAS, Grantor is the owner of that certain property commonly known as 2101 E. 6425 S. Holladay, Utah 84121 (APN: 22-22-107-019), as more particularly described in attached **Exhibit A** (the “**Grantor Property**”).

B. WHEREAS, Grantor desires to grant an easement, as described and subject to the terms herein, to the owners (the “**Grantees**”) of those certain properties described in attached **Exhibit B** (the “**Grantees’ Properties**”).

C. NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt of which is hereby acknowledged, Grantor agrees as follows:

GRANTS:

1. Grant of Rights-of-Way and Easements.

(a) Subject to the limitations set forth in this Easement, Grantor hereby grants and conveys to the Grantees a non-exclusive perpetual right-of-way easement for vehicular and pedestrian ingress and egress (without charge) on, over and across only that portion of the Grantor Property that is improved with an access lane providing access from Highland Drive to Grantee’s Properties, as the same may exist from time-to-time (the “**Grantor Lane**”). Such right-of-way easement shall bind and burden the Grantor Property and every person having any fee, leasehold, lien or other interest, and shall constitute a covenant running with the land.

(b) Subject to the limitations set forth in this Easement, Grantor hereby grants and conveys to the Grantees a nonexclusive and perpetual utility easement under, through and across the Grantor Lane for the operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of utilities and services, including, without limitation, electricity, communications, sewer, water, and natural gas lines (collectively, the “**Utilities**”). Such utility easement shall each bind and burden the Grantor Property and every person having any fee, leasehold, lien or other interest in any portion therein, and shall constitute a covenant running with the land.

2. Maintenance and Maintenance Expenses. Except as otherwise agreed in writing, Grantor shall be responsible to maintain in good condition and repair, or cause to be maintained and kept in repair, including, but not limited to snow removal, the Grantor Property and the Utilities, together with any other improvements or utilities, within Grantor Property; provided, however, that Grantor shall not be obligated to maintain and repair any utility within the Grantor Property that exclusively serves one of the Grantees.

3. Miscellaneous Provisions.

(a) This Easement shall be interpreted in accordance with the laws of the State of Utah. The recital paragraphs set forth above are hereby expressly incorporated in and made a part of this Easement, however, the paragraph headings and titles are not part of this Easement, having been inserted for reference only, and shall have no effect upon the construction or interpretation hereof.

(b) This Easement shall be binding upon the Grantor and Grantor's respective successors and assigns, and shall run with the Grantor Property and shall be binding upon all parties having or acquiring any right, title or interest in the Grantor Property, as the case may be.

(c) In the event that any provision of this Easement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Easement.

[signatures and acknowledgments on following page]

IN WITNESS WHEREOF, the Grantor has executed this Easement to be effective as of the date first written above.

GRANTOR

By: Drew B. Sweet
Drew B. Sweet, Trustee of the Paul Byrne Sweet and Carol N. Sweet Living Trust dated February 27, 2015

STATE OF UTAH }
 }
 }ss.
COUNTY OF SALT LAKE }

On the 7th day of June, 2019, personally appeared before me Drew B. Sweet, the signer of the above instrument, who duly acknowledged to me that he is the Trustee of the Paul Byrne Sweet and Carol N. Sweet Living Trust dated February 27, 2015, and that he executed the instrument on behalf of said Living Trust.

[Signature]
NOTARY PUBLIC

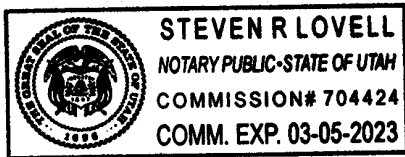


EXHIBIT A

GRANTOR PROPERTY

PARCEL 1:

BEGINNING AT A POINT WHICH IS SOUTH 1476.6 FEET AND EAST 788.8 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 77.0 FEET; THENCE NORTH 264.00 FEET; THENCE WEST 77.0 FEET; THENCE SOUTH 264.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

GRANTEES' PROPERTIES

PARCEL 1

COMMENCING AT A POINT 374 FEET EAST FROM A POINT 1,374.1 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 102.5 FEET TO THE NORTH SIDE OF A 20 FOOT RIGHT OF WAY; THENCE EAST 161.8 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 102.5 FEET; THENCE WEST 161.8 FEET TO THE PLACE OF BEGINNING.

PARCEL 2

LOT 2, MARSH ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 3

LOT 3, MARSH ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 4

BEGINNING AT A POINT SOUTH 1212.6 FEET AND EAST 535.8 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 264 FEET; THENCE EAST 165 FEET; THENCE NORTH 264 FEET; THENCE WEST 165 FEET TO THE PLACE OF BEGINNING.

PARCEL 5

BEGINNING AT A POINT WHICH IS SOUTH 1476.6 FEET AND EAST 700.8 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 88 FEET; THENCE NORTH 123.75 FEET; THENCE WEST 88.0 FEET; THENCE SOUTH 123.75 FEET TO THE POINT OF BEGINNING.

PARCEL 6

LOT 1, WORLEY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF SALT LAKE COUNTY, STATE OF UTAH, FILED FOR RECORD AS ENTRY NO. 7484007 IN BOOK 99-10P AT PAGE 283 OF OFFICIAL RECORDS.