

WHEN RECORDED RETURN TO: 95012995  
METRO NATIONAL TITLE  
7306 S. UNION PARK AVE.  
MIDVALE, UT 84047

**EASEMENT AGREEMENT**  
(For Common Driveway)

6102718

THIS AGREEMENT is made this 15<sup>th</sup> day of June, 1995, between BEVERLY S. DAW, or her successor, as Trustee of the Beverly S. Daw Trust, dated May 1, 1992 (referred to hereinafter as "Daw") and ANCHOR PRINTING, INC. (referred to hereinafter as "Anchor").

**RECITALS:**

WHEREAS, Daw has previously held common ownership of Parcels No. 011, 012, 013, 014, and 015 as designated on the recorded map attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, there are three commercial buildings located on the parcels identified in Exhibit "A". These buildings are identified as "Building 'A'", "Building 'B'" and "Building 'C'" in the survey map dated May 8, 1995, prepared by J. Michael DeMass, which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, Anchor has contracted with Daw to purchase Building "C" as identified in Exhibit "B"; and

WHEREAS, there exists a common driveway that services "Building 'A'", "Building 'B'" and "Building 'C'" and the parties desire to preserve the continuing use and availability of this common driveway for the benefit of the owners of "Building 'B'" and "Building 'C'" and their respective tenants, guests and invitees.

NOW, THEREFORE, it is hereby agreed as follows:

1. A mutual and non-exclusive easement is hereby created and established for a common driveway to permit vehicular ingress and egress in favor and for the benefit of each of the buildings and parcels identified in Exhibit "B". This easement is created over the strip of land

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described more specifically in the legal description attached hereto and incorporated herein by this reference as Exhibit "C-1" and "C-2".

2. This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates and the parties further agree that it is a covenant that shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, successors, or assigns.

3. The parties agree, on their own behalf and on behalf of their heirs, successors or assigns, to share equally the costs and expenses of maintaining the above-described easement in good repair at all times commencing from and continuing after the date of this Agreement. Any such repairs or maintenance deemed necessary or advisable shall not be undertaken under this agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such repairs or maintenance.

4. Any notice required under this Agreement shall be sent to the parties at the addresses listed below, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice. Any required notice shall be made by regular mail, properly addressed and postage prepaid:

Beverly S. Daw Trust, Dated May 1, 1992  
Beverly S. Daw, Trustee  
4080 South West Temple  
Salt Lake City, Utah 84107

Anchor Printing, Inc.  
Attn: Tanya Henrie, President  
4100 South West Temple  
Salt Lake City, Utah 84107

5. Each of the parties agree to indemnify the other against all liability for personal injury or damage to their property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this Agreement.

6. In the event of a dispute involving this Agreement, the prevailing party shall be entitled to recover their reasonable attorney fees and costs.

7. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

BEVERLY S. DAW TRUST:

ANCHOR PRINTING, INC.

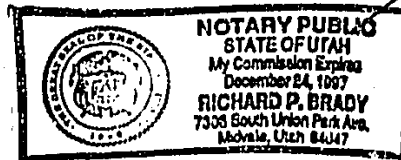
By: Beverly S. Daw, Trustee  
Beverly S. Daw, Trustee

By: Tanya Henrie  
Tanya Henrie, President

STATE OF UTAH )  
 )SS.  
COUNTY OF SALT LAKE )

On the 15 day of June, 1995, personally appeared before me BEVERLY S. DAW, Trustee of the Beverly S. Daw Trust, who duly acknowledged to me that she signed the foregoing Easement Agreement as her free act and deed.

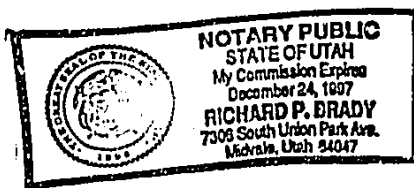
Notary Public  
Residing at: Salt Lake County, Utah



STATE OF UTAH            )  
                                  )SS.  
COUNTY OF SALT LAKE )

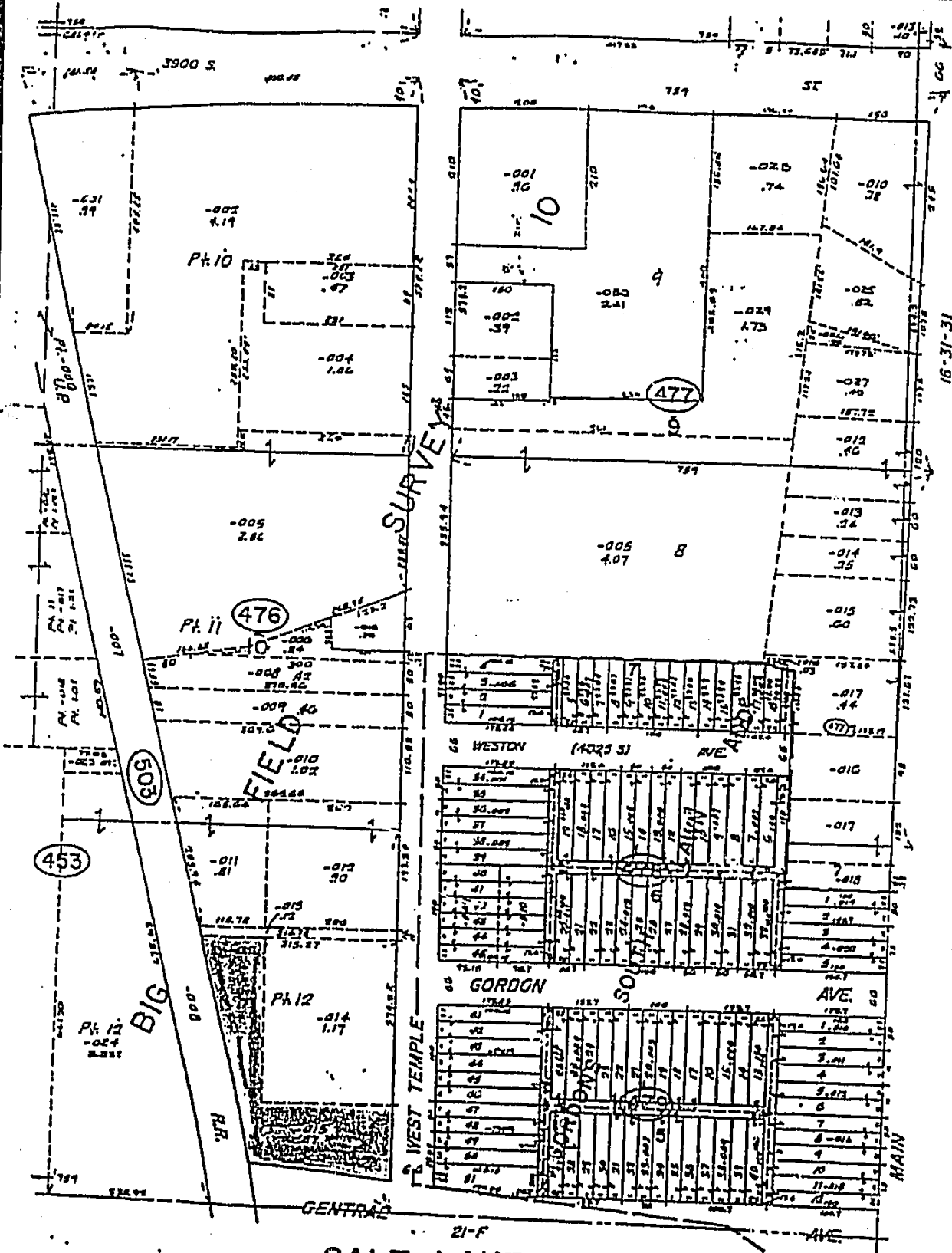
On the 15 day of June, 1995, personally appeared before me Tanya Henrie, President of Anchor Printing, Inc, who duly acknowledged to me that she signed the foregoing Easement Agreement on behalf of Anchor Printing, Inc. as her free act and deed.

Notary Public  
Residing at: Salt Lake County, Utah



**EXHIBIT "A"**

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SCALE 1" = 100'

15-36-42

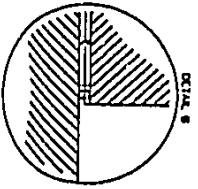
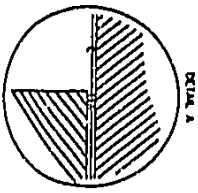
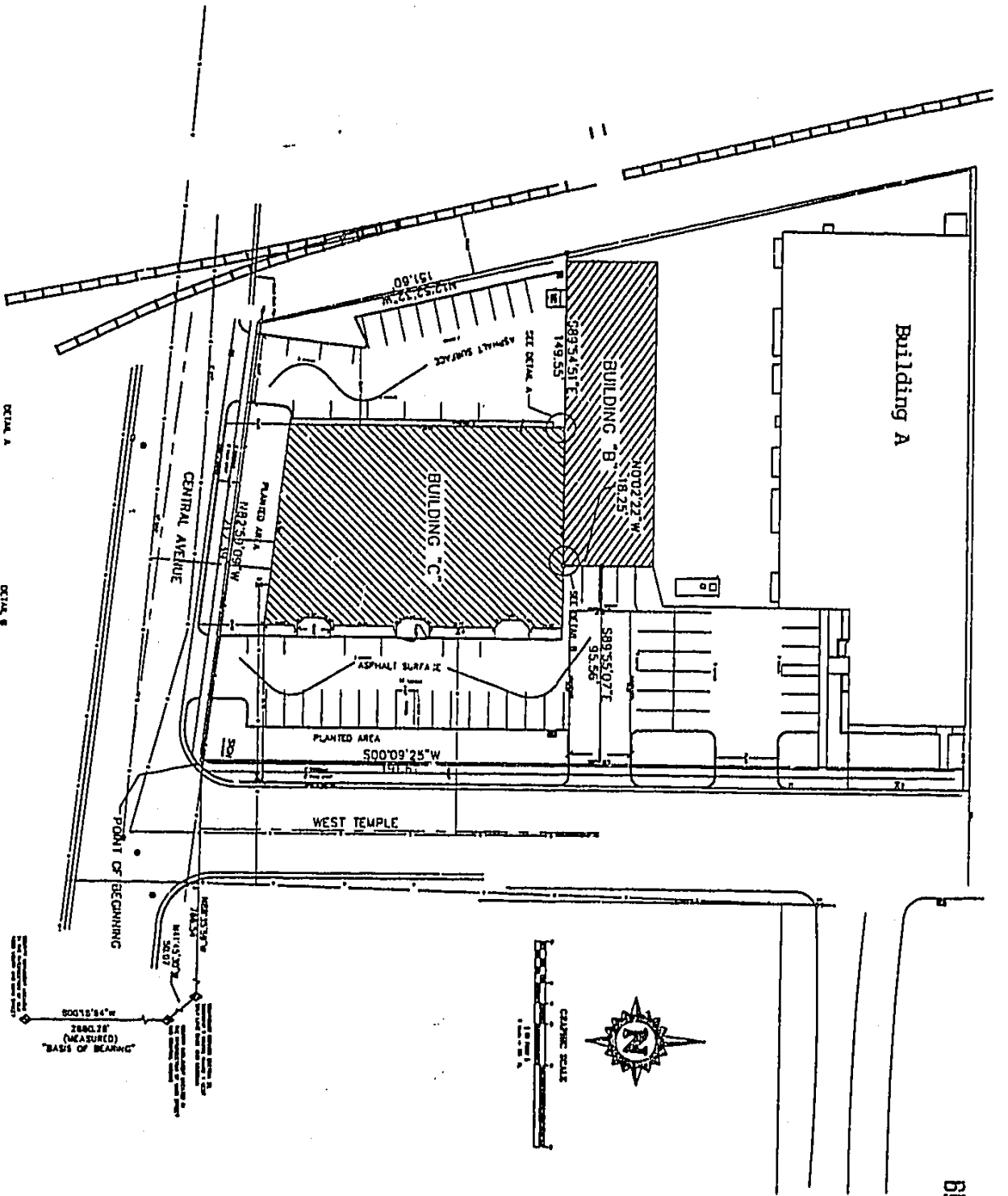
SALT LAKE CO.  
E. 1/2 S.E. 1/4 SEC. 36 T.15. R.1W.

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parcel 2  
parcel 1

**EXHIBIT "B"**

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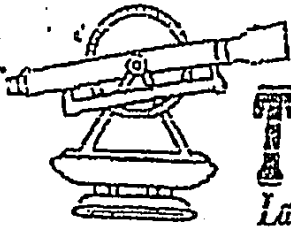
**LEGEND**

—	Property Boundary
- - -	Adjacent Property Boundary
—	Asphalt Surface
—	Planted Area
—	Survey Point
—	Point of Beginning
—	Building Footprint
—	Building A
—	Building B
—	Building C



**EXHIBIT "C-1"**

BK 7170 Pg 1331



**The DeMoss Group**  
Land Surveyors • Planners • Consultants

### **EASEMENT LEGAL DESCRIPTION**

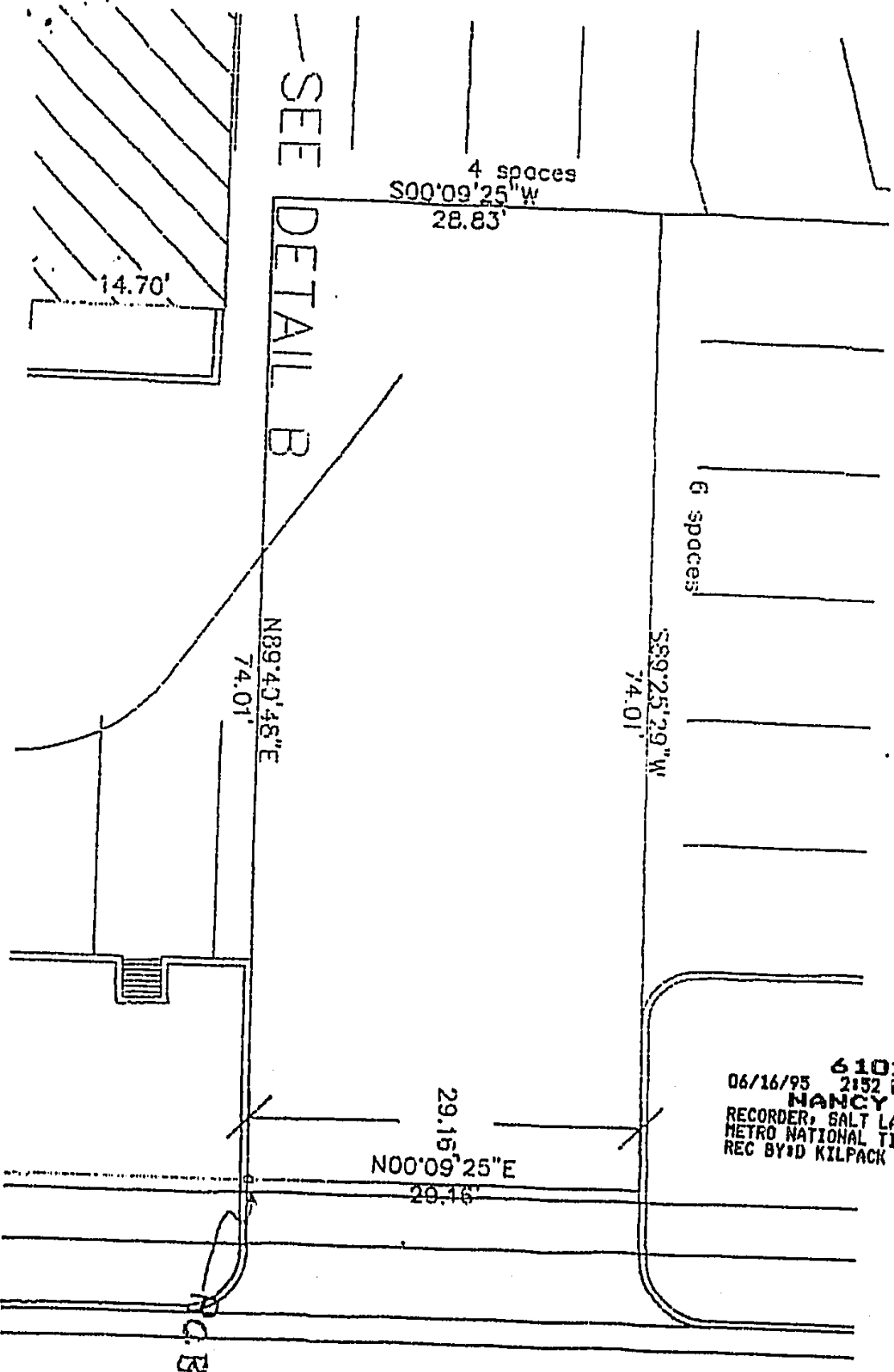
*Beginning at a point which is N88°35'59"W, 766.54 feet, and N00°09'25"E, 177.03 feet, from the Southeast Corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence N00°09'25"E, 29.16 feet; thence S89°25'29"W, 74.01 feet; thence S00°09'25"W, 28.83 feet; thence N89°40'48"E, 74.01 feet to the Point of Beginning.*

-POOR COPY  
CO. RECORDED

**EXHIBIT "C-2"**

8K 7 | 70 Pg | 333

-FOUR COPY  
CG. RECORDED



6102718  
06/16/95 2:52 PM 32.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: D KILPACK  
DEPUTY - WI

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