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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
B RAY ZOLL
5300 S 360 #360
SLC UT 84123
REC BY:V ASHBY DEPUTY - MI

WHEN RECORDED, MAIL TO:
B. Ray Zoll
5300 South 360 West
Suite 360
Salt Lake City, Utah 84123

Space Above for Recorder's Use Only

ABANDONMENT OF EASEMENT,
EASEMENT DEED
AND
DECLARATION OF COVENANT
TO MAINTAIN COMMON DRIVEWAY

THIS INSTRUMENT is made and entered into this 6th day of June, 1997, by and between **Sandie N. Tillotson-Van Nederveen** (hereinafter "Tillotson"), and **Richard Carlson** (hereinafter "Carlson"), (Carlson and Tillotson being sometimes hereinafter collectively called "Declarants").

RECITALS

WHEREAS, Carlson is owner of that certain real property located in Salt Lake County, State of Utah, more specifically described as follows:
Sidwell No.: 28-14-428-006

BEGINNING at a point South 3105.75 feet, East 1892.19 feet and North 87° 05' East 131.28 feet from the North quarter corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, (bearing base is South 89° 02' 02" West to the Northwest corner of said Section 14), said point also being the South line of that certain property reserved by Smith Enterprises, Inc., Deed recorded May 2, 1977, as Entry No. 2938542, in Book 4482, at Page 920 of Official Records, and running along said line North 87° 05' East 227.11 feet; thence South 24° 27' 45" East 124.45 feet; thence South 2° 22' 15" West 187.89 feet to the North line of Deed recorded May 5, 1970, as Entry No. 2334835, in Book 2862, at Page 336 of Official Records; thence along said line North 89° 47' West 145.93 feet to the center line of a canal; thence

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along the canal 4 courses as follows: North 13° 21' 52" West 59.25 feet; North 7° 42' 58" West 60.74 feet; North 41° 42' 58" West 166.93 feet; and North 9° 55' 54" East 47.13 feet to the point of BEGINNING. (The "Carlson Property").

WHEREAS, Tillotson is owner of that certain real property in Sandy, Utah, County of Salt Lake, more fully described as follows:

Sidwell No.: 28-14-428-014

BEGINNING at a point South 3105.75 feet, East 1892.19 feet, and North 87 degrees 05' East 358.39 feet from the North Quarter Corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, (bearing base is south 89 degrees 02' 02" West to the Northwest Corner of said Section 14), said point also being the South line of that certain property reserved by Smith Enterprises, Inc., by Deed recorded May 2, 1977 as Entry No. 2938542 in Book 4482, at page 920 of Official Records; and running along said line North 87 degrees 05' East 370.87 feet, more or less, to the East line of said Section 14; hence along the Section line South 0 degrees 25' 29" West 321.08 feet, more or less, to the North line of Deed recorded May 5, 1970 as Entry No. 2334835 in Book 2862 at page 336 of Official Records; thence along said line North 89 degrees 47' West 324.11 feet, more or less, to the East line of Davidson deed recorded January 17, 1980 as Entry No. 3389740 in Book 5028 at page 561 of Official Records; thence North 02 degrees 22' 15" East 187.89 feet; thence North 24 degrees 27' 45" West 124.45 feet to the point of BEGINNING. (The "Tillotson Property").

WHEREAS, the Tillotson Property lies adjacent to and directly east of the Carlson Property, and Tillotson presently obtains access from the Tillotson Property to the nearest public street (Wasatch Boulevard) by traveling in a westerly direction, first along the

easterly boundary of a portion of the Carlson Property, then along the southerly boundary of the Carlson Property, and then further westerly over the private properties of others to Wasatch Boulevard. Carlson also obtains access to his principal residence situated upon the Carlson Property over largely the same route traveled by Tillotson within the Carlson Property and over exactly the same route traveled by Tillotson to the extent that route lies west of the Carlson Property; and

WHEREAS, whether Tillotson's right to traverse the Carlson Property in order to obtain access to the Tillotson Property has ever been adequately documented and established is a matter of dispute between the parties; and

WHEREAS, Tillotson desires to relocate and expand her access over the Carlson Property to include a longer driveway, two entry pillars next to the entrance to the Tillotson property, two additional entry pillars located just Northeast of the spur that connects to the gate to the city property south of the Carlson Property, and a vehicle turnaround area just Southeast of said entry pillars; and

WHEREAS, Tillotson is willing to abandon all disputed claims to the right of access over the Carlson Property, provided Carlson concurrently provides Tillotson with a written Easement for the access she now desires over the Carlson Property; and

WHEREAS, Carlson is willing to provide Tillotson with a written Easement for the access Tillotson now desires, upon and subject to the terms and conditions of this Instrument; and

WHEREAS, Tillotson is willing to provide Carlson with a written Easement for the access Carlson now desires, upon and subject to the terms and conditions of this Instrument;

and

WHEREAS, Carlson and Tillotson mutually desire to agree to each share fifty percent (50%) of the reasonable costs and expenses of maintaining, and repairing their common driveway within the Carlson Property and of keeping said common driveway free and clear of snow and other obstructions; and

WHEREAS, Carlson and Tillotson agree to each share fifty percent (50%) of the costs and expenses of maintaining, and repairing the private driveway located within the Carlson Property and of keeping said private driveway free and clear of snow and other obstructions.

NOW THEREFORE, in consideration of the mutual covenants and promises, the mutual exchange of easements, plus other good and valuable consideration entered into herein, the parties agree as follows:

1. Abandonment of Easements. TILLOTSON HEREBY IRREVOCABLY ABANDONS all right, title and interest in and to any and all disputed easements and rights-of-way, both in gross and appurtenant, and both for pedestrian and vehicular travel, over, along, upon or across the Carlson Property for access, ingress to, egress from, or passage to the Tillotson Property, including, but not limited to, any such easements or rights-of-way which may have arisen under any of the following documents:

(a) That certain Warranty Deed dated January 15, 1980, executed by Jerry Van Camp and Bonnie R. Van Camp, as grantor, to J. Weston Daw and Beverly S. Daw, as grantee, and recorded January 17, 1980, as Entry No. 3389739, in Book 5028, at Page 559, in the office of the Salt Lake County Recorder;

(b) That certain Warranty Deed dated January 15, 1980, executed by J. Weston Daw and Beverly S. Daw, as grantor, to David R. Davidson and June B. Davidson, as grantee, and recorded January 17, 1980, as Entry No. 3389740, in Book 5028, at Page 561, in the office of the Salt Lake County Recorder;

(c) That certain Trustee's Deed dated December 1, 1988, executed by Capital City Bank, Trustee, as grantor, to Capital City Bank, as grantee, and recorded December 1, 1988, as Entry No. 4708279, in Book 6085, at Page 1692, in the office of the office of the Salt Lake County Recorder;

(d) That certain Quit Claim Deed dated June 8, 1987, executed by Jerry Van Camp, as grantor, to Jerry E. Van Camp and Bonnie R. Van Camp, as grantee, and recorded June 12, 1987, as Entry No. 4474367, in Book 5930, at Page 50, in the office of the Salt Lake County Recorder; and

(e) That certain Warranty Deed dated January 29, 1993, executed by Jerry E. Van Camp and Bonnie R. Van Camp, as grantor, to Sandie N. Tillotson, as grantee, and recorded January 29, 1993, as Entry No. 5424680, in Book 6597, at Page 1794, in the office of the Salt Lake County Recorder.

2. Easement Deed. CARLSON HEREBY QUITCLAIMS to Tillotson a nonexclusive Easement and right-of-way over, along, upon and across a portion of the Carlson Property (varying in width between 12 feet and 20 feet) more particularly described as follows:

Beginning at a point on the East line of an existing Right-of-Way which is South 3368.79 feet and East 1868.72 feet from the North Quarter Corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, basis of bearing being South 89°02'20" West to the Northwest Corner of Said Section 14: Thence South 82° East 39.93 feet; Thence South 88° East 127.39 feet; thence South 89° East 186.67 feet to a point on a 30.00 foot radius curve the chord of which bears North 70°30' East; Thence Northeasterly along said curve to the left through a central angle of 41° a distance of 21.47 feet; Thence North 50° East 55.77 feet to a point on a 24.00 foot radius curve the chord of which bears North 27° East; Thence Northeasterly along said curve to the left through a central angle of 46° a distance of 19.27 feet; Thence North 4° East 87.67 feet; Thence South 86° East 12.00 feet; Thence South 4° West 87.67 feet to a point on a 36 foot radius curve to the right the chord of which bears South 27° West; Thence along said curve to the right through a central angle of 46° a distance of 28.90 feet; Thence South 50° West 57.49 feet to a point on a 70.00 foot radius curve the chord of which bears South 70° 30' West; Thence Southwesterly along said curve to the right through a central angle of 41° a distance of 50.09 feet; Thence North 89° West 167.17 feet; Thence North 88° West 128.61 feet; Thence North 82° West 43.46 feet to said existing Right-of-Way; Thence North 15°04' East along said existing Right-of-Way 20.15 feet to the point of beginning. (Hereinafter the "New Easement").

Such New Easement shall be for all reasonable and necessary ingress to, egress from, for the benefit of, and appurtenant to the Tillotson Property, but which Easement may not be extended by Tillotson for use as a right-of-way to any property adjacent to any boundary line of the Tillotson Property.

RESERVING UNTO TILLOTSON, her successors and assigns in interest in the Servient Tenement, the right to use the Servient Tenement for any and all purposes that do not unreasonably interfere with the use thereof by Carlson, his successors and assigns in interest in the Dominant Tenement for the purposes hereinabove provided.

TILLOTSON HEREBY QUITCLAIMS to Carlson a nonexclusive Easement and right-of-way over, along, upon and across a portion of the Tillotson Property (varying in width between 12 feet and 20 feet) more particularly described as the New Easement hereinabove set forth. Such New Easement shall be for all reasonable and necessary ingress to, egress from, for

the benefit of, and appurtenant to the Carlson Property, but which Easement may not be extended by Carlson for use as a right-of-way to any property adjacent to any boundary line of the Carlson Property.

RESERVING UNTO CARLSON, his successors and assigns in interest in the Servient Tenement, the right to use the Servient Tenement for any and all purposes that do not unreasonably interfere with the use thereof by Tillotson, her successors and assigns in interest in the Dominant Tenement for the purposes hereinabove provided.

A copy of a schematic drawing of the private driveway and New Easement is attached hereto as Exhibit "A", and hereby incorporated by reference.

3. Effect of Grant. This grant of Easement shall not affect previously recorded easements regarding water, gas, electricity, telephone lines, or other utilities.

4. Declaration of Covenant to Maintain Common Driveway.

DECLARANTS HEREBY COVENANT, AGREE AND DECLARE that all of their respective interests, as the same may from time to time appear, in their respective Properties shall be held and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of Declarants' respective Properties, the owners of said respective Properties and their successors and assigns in interest in said respective Properties. These covenants, conditions and restrictions shall run with the Carlson Property and the Tillotson Property and shall be binding upon all parties having or acquiring any right or title in said respective Properties or any part thereof, and shall inure to the benefit of each owner having or acquiring any right or title in the Carlson Property or the Tillotson Property, and are imposed upon said Properties and every part thereof as a servitude in favor of the other of said Properties, and each and every part thereof as the dominant tenement or tenements.

(a) Maintenance. Each of Declarants hereby covenants and agrees to share equally in the reasonable costs of maintaining the landscaping, private driveway and pillars constructed on the New Easement pursuant to that certain Easement Agreement between the Declarants dated June 6, 1997, and to keep the private driveway free and clear of snow and other obstructions.

(b) Green Belt. The Declarants agree to establish a green belt area to proceed along the chain link fence running northerly between the North portion of both lots. Said green belt shall mean six (6) feet on each side of the fence line whereupon no new structures, buildings, barns, decorative walls, or entrance pillars (not to include fencing) may be built by either Declarant without the written consent of the other Declarant.

(c) Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Carlson Property and the Tillotson Property and shall inure to the benefit of and be enforceable by the owner of the other of said Properties in perpetuity from the date this Declaration is recorded in the office of the Salt Lake County Recorder.

(d) Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of requiring the Declarants to share equally in the costs and expenses of maintaining, repairing and replacing the private driveway and pillars and of keeping the private driveway free and clear of snow and other obstructions.

5. Binding Effect. This instrument shall bind and insure to the benefit of the respective heirs, purchasers, personal representatives, successors, and assigns of the parties hereto.

6. Attorney's Fees. In the event either party is required to enforce any of the provisions of this Agreement, whether or not they are required to bring formal legal proceeding, the prevailing party shall be entitled to recover all expenses, costs and attorney's fees incurred in connection with such enforcement of every kind, nature or description whatsoever.

DATED this 6 day of June, 1997.

Sandie N. Tillotson Van Nederveen
SANDIE N. TILLOTSON/VAN NEDERVEEN

Richard Carlson
RICHARD CARLSON

STATE OF UTAH)

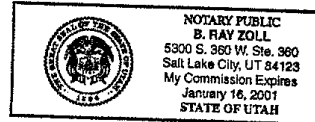
COUNTY OF SALT LAKE)

On the 6th day of June, 1997, personally appeared before me **SANDIE N. TILLOTSON/VAN NEDERVEEN**, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

B. Ray Zoll
NOTARY PUBLIC

Residing at: Salt Lake

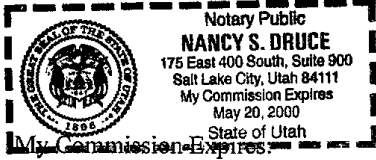
My Commission Expires:



STATE OF UTAH)

COUNTY OF SALT LAKE)

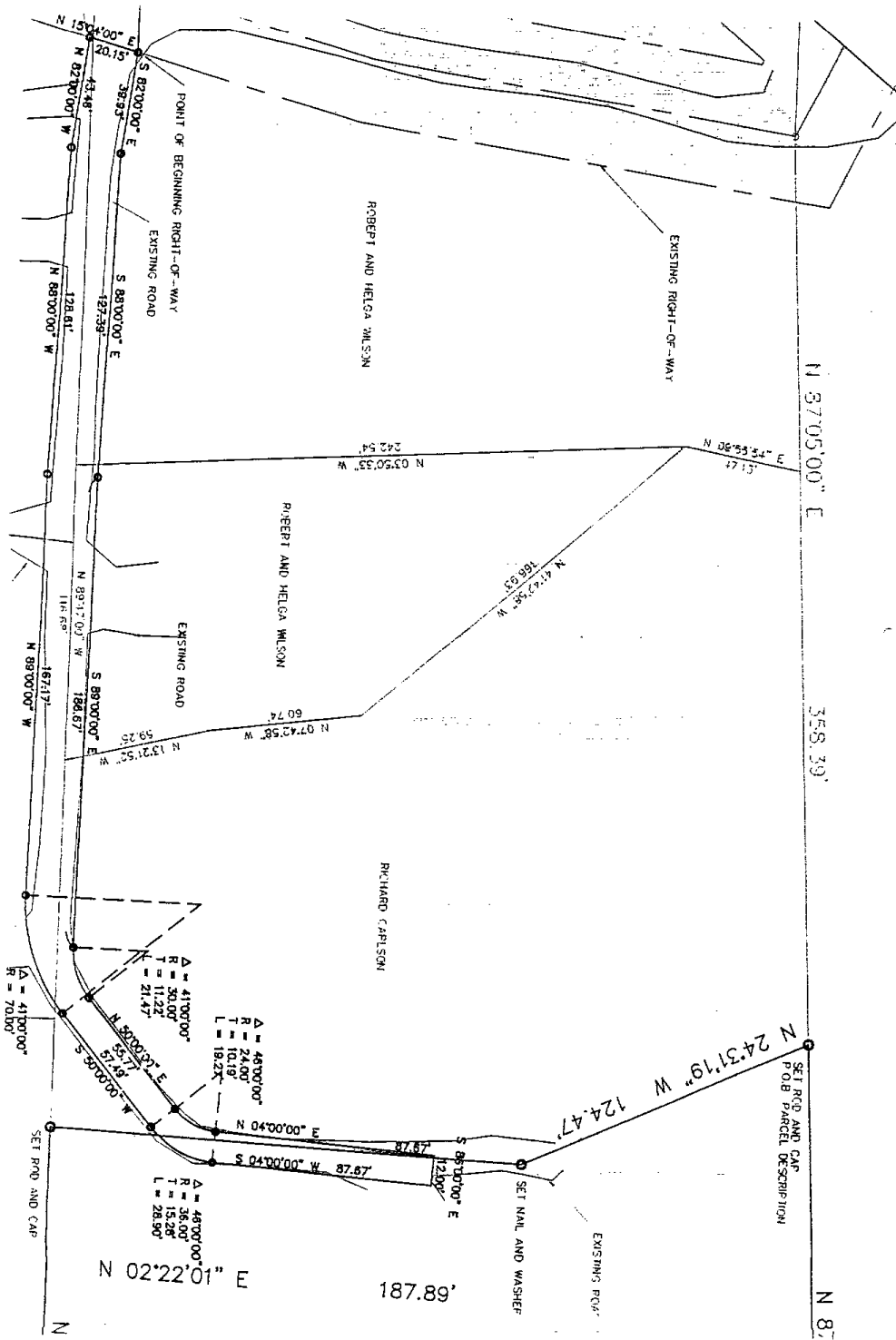
On the 6th day of June, 1997, personally appeared before me **RICHARD CARLSON**, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Nancy S. Druce
NOTARY PUBLIC
Residing at Salt Lake County, Ut.

May 20, 2000

EXHIBIT "A"



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