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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BEATRICE M PECK
136 E SOUTH TEMPLE STE 800
SLC UT 84111
BY: NEH, DEPUTY - WI 6 P.

WHEN RECORDED MAIL TO:
Beatrice M. Peck, Esq.
136 East South Temple, Suite 800
Salt Lake City, Utah 84111

EASEMENT AGREEMENT

30th **THIS EASEMENT AGREEMENT** (the "Agreement") is entered into on this day of July, 2006 by and among William C. Weyher ("Weyher") and Mary Ellen Hogle ("Hogle").

RECITALS

- A. Hogle is the owner of a parcel of land described as 28 South 1200 East, Salt Lake City, Utah 84102, ("Parcel A") as more particularly described on Exhibit A attached hereto and by this reference incorporated herein.
- B. Weyher is the owner of a parcel of land described as 30 South 1200 East, Salt Lake City, Utah 84102, ("Parcel B") as more particularly described on Exhibit B attached hereto and by this reference incorporated herein.
- C. The above described parcels are adjacent to one another, and each contain a portion of an established, private, shared driveway (the "Driveway") that runs between both parcels.
- D. Weyher recently purchased Parcel B from Hogle and is desirous of a non-exclusive easement utilizing the Hogle portion of the shared driveway between their two parcels for ingress and egress, development and maintenance of his residential lot as more specifically set forth below.
- E. Hogle recently sold Parcel B to Weyher and is desirous of a non-exclusive easement utilizing the Weyher portion of the shared driveway for ingress and egress, development and maintenance of her residential lot as more specifically set forth below.

AGREEMENT

NOW THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the adequacy and sufficiency of which the parties do hereby acknowledge, the parties do hereby covenant as follows:

through the Salt Lake County, Utah Recorder's Office, Salt Lake City, Utah, for recording purposes.

1. The Recitals above and all Exhibits hereto are hereby incorporated into this Agreement by this reference.
2. Hogle hereby grants to Weyher a non-exclusive easement over, across and through the existing Driveway which is necessary to allow Weyher, his successors and assigns, ingress and egress to and from Parcel B, develop and maintain his residence, and to maintain the Driveway (the "A Easement").
3. Weyher hereby grants to Hogle a non-exclusive easement over, across and through the existing Driveway which is necessary to allow Hogle, her successors and assigns, ingress and egress to and from Parcel A, develop and maintain her residence, and to maintain the Driveway (the "B Easement").
4. All maintenance costs of the Driveway shall be the equally shared responsibility of Weyher and Hogle.
5. In the event the respective grantee of an Easement hereunder is prohibited by law, ordinance or decision of a county or other governmental or quasi governmental entity from using the Easement to reasonably develop its development parcel, the respective grantor(s) of such Easement hereby agree(s), to the extent reasonably possible, to modify the Easement, and record any necessary amendments hereto, or to grant a new replacement easement to such grantee(s), which will allow the grantee(s) a reasonably convenient modification or replacement easement in order to develop such grantee's residential development parcel as contemplated herein; provided, however, that any cost associated with such modification or replacement easement shall be borne entirely by the grantee(s) receiving such modification or replacement easement.
6. The duration of this Easement shall be perpetual.
7. This Agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, designees, representatives, successors and assigns; and the rights privileges and authorities herein granted shall be assignable together or separately and in whole or part.
8. This Agreement may only be amended by a writing executed and recorded by Hogle and Weyher, their respective heirs, successors or assigns, or the duly appointed and authorized agent or representative of any of the preceeding.
9. Each party hereto does hereby agree to indemnify, defend and hold harmless each other party for any liability, costs and/or damage arising out of the use of the Easement described herein by such party or the actions or inactions of any party hereto, its agents, employees, guests, invitees or contractors with respect to the property over which such party is exercising its easement rights granted herein.

10. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Utah.

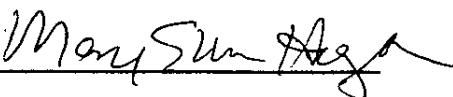
11. Any waiver by a party hereto of any breach of any kind or character whatsoever by the another party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

12. In the event any action or proceeding is brought by any party against any other party hereto, the prevailing party shall be entitled to recover attorney's fees in such amount as the court may adjudge reasonable.

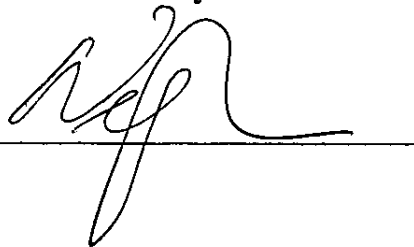
13. Facsimile transmissions of a signed copy of this Agreement and the retransmission of any signed facsimile shall be the same as delivery of an original. This Agreement and any amendments hereto may be executed in counterparts, which taken together shall constitute one document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

MARY ELLEN HOGLE

By: 

WILLIAM C. Weyher

By: 

ACKNOWLEDGEMENT

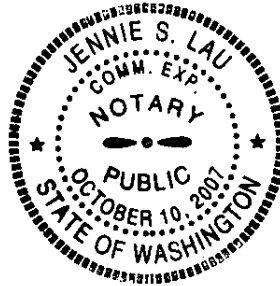
STATE OF WA)
County of KING) : ss.

On the 4th day of August, 2006, personally appeared before me Mary Ellen Hogle, party to the foregoing instrument, who duly acknowledged to me that she executed the same.

Jennie S. Lau
Notary Public

My commission expires: 10/10/2007

Residing at SEATTLE, WA.



ACKNOWLEDGEMENT

STATE OF Utah)
County of Salt Lake) : ss.

On the 16 March 2007 day of ~~August~~, 2006, personally appeared before me William C. Weyher, party to the foregoing instrument, who duly acknowledge to me that he executed the same.

Colleen Peterson
Notary Public

My commission expires: 9-26-2008

Residing at Salt Lake County

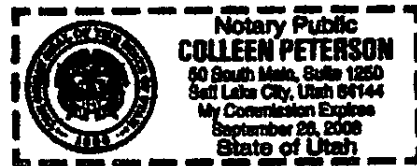


EXHIBIT A

28 South 1200 East, Salt Lake City, Utah 84102, more particularly
described as:

Commencing 5.5 rods North from the Southeast corner of Lot 8, Block 35,
Plat "F", Salt Lake City Survey, and running thence North 1.5 rods; thence
West 10 rods; thence South 1.5 rods; thence East 10 rods to the point of
beginning.

Serial No. 16-05-226-007

EXHIBIT B

30 South 12200 East, Salt Lake City, Utah 84102, more particularly
described as:

Commencing 4 rods North from the Southeast corner of Lot 8, Block 35,
Plat "F", Salt Lake City Survey, and running thence North 1.5 rods; thence
West 10 rods; thence South 1.5 rods; thence East 10 rods to the place of
beginning.

Serial N. 16-05-226-008