

06-5764
Return to:

10149335
6/29/2007 12:35:00 PM \$16.00
Book - 9485 Pg - 1569-1572
Gary W. Ott
Recorder, Salt Lake County, UT
PARAMOUNT TITLE
BY: eCASH, DEPUTY - EF 4 P.

PERMANENT COVENANT & EASEMENT AGREEMENT

RECITALS:

A. The Randall Family Trust dated May 2, 2000, R. Lor Randall and Susannah G. Randall, as Trustees, (hereinafter "Randall") is the owner of the following described real property located in Salt Lake City, Salt Lake County, State of Utah (hereinafter referred to as the "Westerly Parcel"):

Lot 18, FEDERAL HEIGHTS PLAT "D", according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah. Serial No. 09-33-403-022;

B. Howard Mann Family Living Trust, dated March 13, 1992 and amended October 16, 1996, Howard Mann and Jeffrey Mann, Trustees, (hereinafter "Mann") is the owner of the following described real property located in Salt Lake City, Salt Lake County, State of Utah (hereinafter referred to as the "Easterly Parcel"):

Lot 17, FEDERAL HEIGHTS PLAT "D", according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah. Serial No. 09-33-403-013;

C. The Randalls are desirous of extending certain improvements into the Northeasterly corner of their property including landscaping, railing and wall.

THEREFORE, the Parties create the following perpetual covenants, conditions and easements to run with each parcel of land:

1. Randall, owner of the Westerly Parcel, grants to Mann, owner of the Easterly Parcel, their successors, heirs and/or assigns, an easement to preserve the view corridor along a portion of Mann's Westerly boundary line, on, over and across a strip of land 5 feet in width by 20.7 feet in length, located in the Northeasterly corner of the improved and fenced-in back yard area of the Randall property (being more particularly identified on the map attached hereto as Exhibit "A"). Randall further covenants and agrees that:

- (a) The railing that will sit atop the wall in this area will be no higher than 42 inches;
- (b) No trees or tall bushes will be planted in this area that exceed 11 feet in height. Any plants in this area that grow beyond this height will be pruned down or removed at Randall's expense. Additionally, no physical structures (including but not limited to play sets) will be erected in this area that exceed 11 feet in height;

(Continued . . .)

(continued . . .)

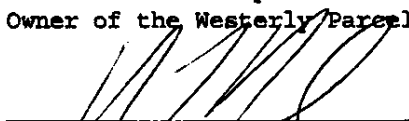
(c) Randall will be responsible for all maintenance and repair costs related to the wall.

2. The easement will be a perpetual and appurtenant benefit to the Easterly Parcel and will be a perpetual and appurtenant burden to the Westerly Parcel.

3. All covenants and conditions set forth in this grant of Permanent Easement Agreement will run with the Easterly Parcel and the Westerly Parcel.

DATED this Sunday of June, 2007.

The Randall Family Trust dated May 2, 2000
Owner of the Westerly Parcel



R. Lor Randall, Trustee




Susannah G. Randall, Trustee

Howard Mann Family Living Trust, dated March 13, 1992
and amended October 16, 1996
Owner of the Easterly Parcel



Howard Mann, Trustee



Jeffrey Mann, Trustee

(Continued . . .)

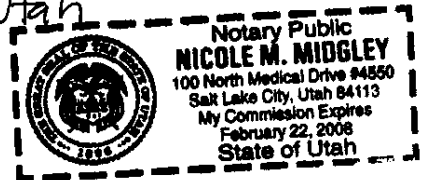
(continued . . .)

State of Utah)
) ss.
County of Salt Lake)

On the 5th day of June, 2007, personally appeared before me R. Lor Randall and Susannah G. Randall, as Trustees of The Randall Family Trust dated May 2, 2000, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

Nicole M. Midgley
Notary Public

My Commission Expires: 2.22.08 Residing at: SLC, Utah



State of Utah)
) ss.
County of Salt Lake)

On the 18th day of June, 2007, personally appeared before me Howard Mann and Jeffrey Mann, Trustees of the Howard Mann Family Living Trust, dated March 13, 1992 and amended October 16, 1996, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

Denise Partain
Notary Public

My Commission Expires:
09-11-10

Residing at:
50 N Medical Dr. SLC, UT 84132

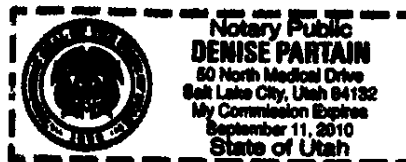


Exhibit "A"

