

Upon recording, please return to:

James Overturf
13181 South Brown Bear Place
Draper, UT 84020

EASEMENT AGREEMENT

THIS EASEMENT is made as of 10/9, 2013, between Sean Estes ("Grantor") of 1552 Brown Bear Place, Draper, UT and James L. Overturf and Jackie C. Overturf, as joint tenants with right of survivorship ("Grantee") of 13159 S. Brown Bear Place, Draper, UT.

- A. Grantor is the owner of certain property described in the attached Exhibit A and located as shown in the attached Exhibit "A" (the "Grantor Land").
- B. Grantee is the owner of certain property described in the attached Exhibit B and located as shown in the attached Exhibit "B" (the "Grantee Land").
- C. Grantor and Grantee hereby agree to provide for a perpetual non-exclusive easement on, across and over a portion of the Grantor Land for the benefit of Grantee and the Grantee Land, all pursuant to the terms and conditions described below.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), and for other good and valuable consideration, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.**

Grantor hereby grants to Grantee, for the benefit of Grantee and the Grantee Land, a non-exclusive perpetual easement (the "Easement") upon, over, across, under and through the portions of Grantor's Land identified on Exhibit "C" (the "Easement Area ") for (i) ingress and egress and for (ii) utility lines, including their construction, installation, repair, maintenance, replacement and use.

2. **Use and Maintenance of Easement.**

- a. Grantee shall use the Easement Area only in such a manner as is consistent with the Easement granted herein and shall take no other action which would materially impair or damage the Easement Area. Except as authorized in this Agreement, Grantee's use of the Easement Area shall not interfere with Grantor's lawful use of the Grantor Land. The Easement Area shall be repaired and maintained as a paved private roadway in a manner consistent with the standards of the surrounding property (Lots 7, 8, 9, 10 of Bear Creek At Draper Subdivision), including cleaning and snow removal. The costs of such repair and maintenance shall be shared by the owners of the lots which benefit from such expenditures, in proportion to the benefit which each derives from it
- b. The rights, easements and benefits granted herein are non-exclusive, and shall not prohibit Grantor's use of the Easement Area except as set forth in this Agreement; provided that Grantor shall promptly repair any and all damage caused by Grantor to the

ACCOMMODATION RECORDING ONLY.
TITLE GUARANTEE MAKES NO REPRESENTATION
AS TO CONDITION OF TITLE. NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCY
OR EFFECTS OF DOCUMENT.

Easement Area, or to any of the Grantee's permitted improvements thereon. Grantor shall not construct any buildings, fences or other structures or improvements on the Easement Area.

3. **Beneficiary of Easements.** All of the rights and easements contained in this Agreement shall run with the land and inure to, and be for the benefit of, Grantee and its employees, agents, contractors, invitees, successors and assigns. Nothing contained in this Agreement shall be deemed to create a dedication of all or any portion of the Easement Area for public purposes.

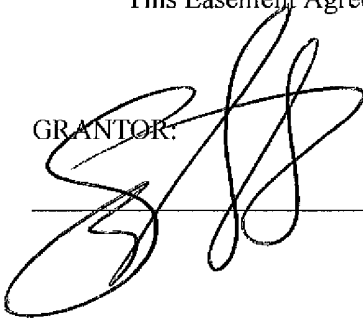
4. **Entire Agreement.** This Agreement and the subdivision plat for Bear Creek at Draper (which includes Grantor's Land and Grantee's Land) set forth the entire agreement of the parties with respect to the use and maintenance of the Easement Area, EXCEPT for matters set forth on any other documents previously recorded in the office of the Salt Lake County Recorder.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Modifications, Amendments, and Termination.** This Agreement may be amended, modified, or terminated only in writing, executed by the owners of the Grantor Land and the Grantee Land.

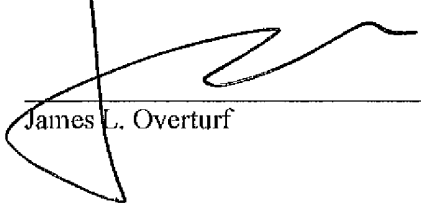
This Easement Agreement is made and effective as of the date set forth above.

GRANTOR:



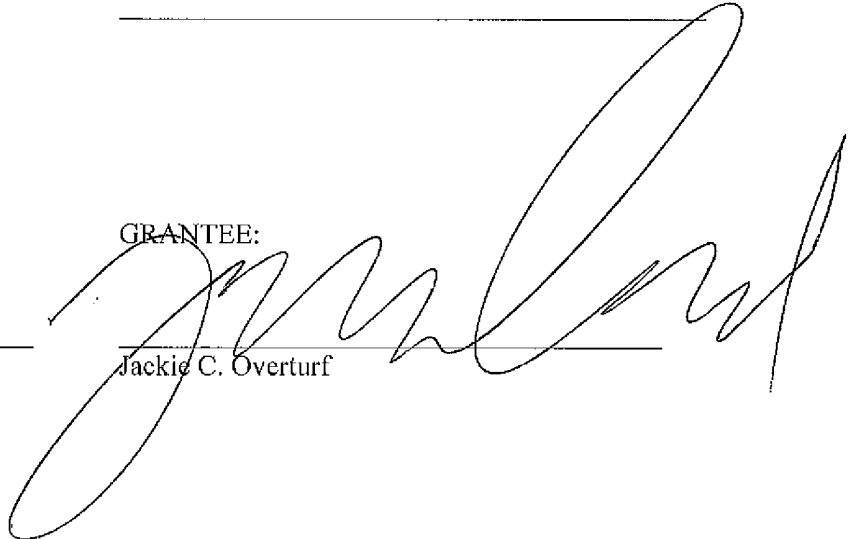
GRANTOR:

GRANTEE:



James L. Overturf

GRANTEE:

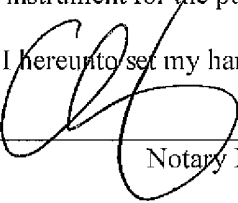


Jackie C. Overturf

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

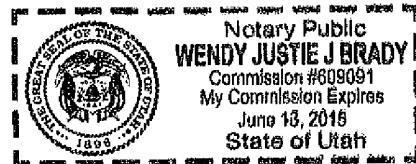
On this 9 day of OCT, 2013, before me, a Notary Public, the undersigned officers, personally appeared JAMES LOVERTURF and JACKIE COVERTURF, who acknowledged that they executed the foregoing instrument for the purposes therein contained .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

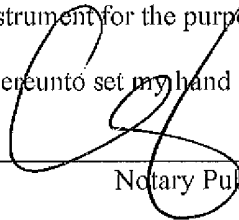
MY COMMISSION EXPIRES: 6/13/15



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

On this 9 day of OCT, 2013, before me, a Notary Public, the undersigned officers, personally appeared SEAN ESTES and _____, who acknowledged that they executed the foregoing instrument for the purposes therein contained .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

MY COMMISSION EXPIRES: 6/13/15

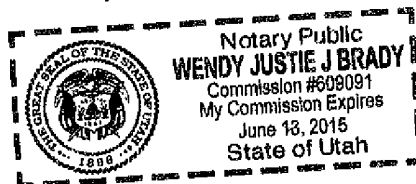


Exhibit "A"

GRANTOR LAND

Legal Description of the Grantor Land

Lot 10, Bear Creek at Draper, according to the plat thereof as recorded in the office of the Salt Lake County Recorder

Exhibit "B"

GRANTEE LAND
Legal Description of the Grantee Land

Lot 7, Bear Creek at Draper, according to the plat thereof as recorded in the office of the Salt Lake County Recorder

Exhibit "C"

EASEMENT AREA

[Legal Description of Easement Area]

Brown Bear Place, a private lane, as described in the subdivision plat for Bear Creek at Draper, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

BEAR CREEK AT DRAPER

LOCATED IN THE SOUTH-EAST 1/4 OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.L.B. 24M, DRAPER, UTAH

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified, do hereby certify that the above described land is situated in the South-East 1/4 of Section 33, Township 3 South, Range 1 East, S.L.B. 24M, Draper, Utah, and that the same has been surveyed and platted as shown on the map.

BOUNDARY DESCRIPTION

A PARCEL OF LAND, UNDIVIDED, BEING PORTION OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.L.B. 24M, DRAPER, UTAH, IS HEREBY PLATTED AS SHOWN ON THE ATTACHED MAP, WHICH IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDING. THE BOUNDARY DESCRIPTIONS ARE AS SHOWN ON THE MAP, AND THE SAME ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT. THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME ARE TRUE AND CORRECT. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACTS AND THE UTAH CONSTITUTION. THE SURVEY WAS MADE ON THE 15th DAY OF APRIL, 2010, AT DRAPER, UTAH. THE SURVEY WAS MADE BY ME, A LICENSED SURVEYOR IN THE STATE OF UTAH, AND I AM NOT PROVIDING ANY WARRANTY AS TO THE ACCURACY OF THE SURVEY. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACTS AND THE UTAH CONSTITUTION. THE SURVEY WAS MADE ON THE 15th DAY OF APRIL, 2010, AT DRAPER, UTAH. THE SURVEY WAS MADE BY ME, A LICENSED SURVEYOR IN THE STATE OF UTAH, AND I AM NOT PROVIDING ANY WARRANTY AS TO THE ACCURACY OF THE SURVEY.

OWNER'S DECLARATION
I, the undersigned, do hereby certify that I am the owner of the above described land and that I have executed this certificate in accordance with the provisions of the Utah Surveying Acts. I am not providing any warranty as to the accuracy of the survey.

BEAR CREEK AT DRAPER

DATE OF SURVEY
15th DAY OF APRIL, 2010

DATE OF PLAT
15th DAY OF APRIL, 2010

APPROVAL
I, the undersigned, do hereby certify that I am the owner of the above described land and that I have executed this certificate in accordance with the provisions of the Utah Surveying Acts. I am not providing any warranty as to the accuracy of the survey.

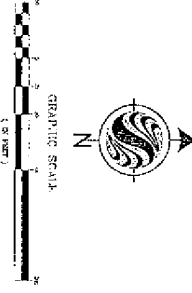
APPROVAL
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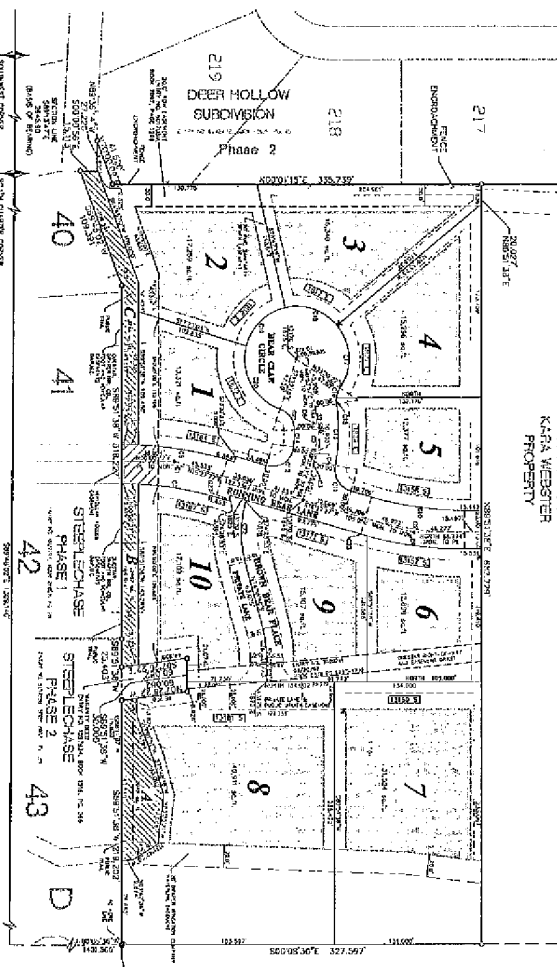
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TRACT NO.	AREA (AC)	PERCENTAGE	OWNER
1	0.10	1.00%	ROBERT M. + KARA WEBSTER
2	0.10	1.00%	ROBERT M. + KARA WEBSTER
3	0.10	1.00%	ROBERT M. + KARA WEBSTER
4	0.10	1.00%	ROBERT M. + KARA WEBSTER
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41	0.10	1.00%	ROBERT M. + KARA WEBSTER
42	0.10	1.00%	ROBERT M. + KARA WEBSTER
43	0.10	1.00%	ROBERT M. + KARA WEBSTER



STATE OF UTAH
COUNTY OF KANE

DEED
TO BE FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF KANE, UTAH, ON THE 15th DAY OF APRIL, 2010, AT DRAPER, UTAH.

DEED
TO BE FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF KANE, UTAH, ON THE 15th DAY OF APRIL, 2010, AT DRAPER, UTAH.

BOARD OF HEALTH
I, the undersigned, do hereby certify that I am the owner of the above described land and that I have executed this certificate in accordance with the provisions of the Utah Surveying Acts. I am not providing any warranty as to the accuracy of the survey.

PLAT
I, the undersigned, do hereby certify that I am the owner of the above described land and that I have executed this certificate in accordance with the provisions of the Utah Surveying Acts. I am not providing any warranty as to the accuracy of the survey.

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