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10/2/2015 2:30:00 PM \$22.00
Book - 10367 Pg - 3826-3832
Gary W. Ott
Recorder, Salt Lake County, UT
PARR BROWN GEE & LOVELESS
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, MAIL TO:

Royce B. Covington
Parr Brown Gee & Loveless, P.C.
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

Tax Parcel No.: 22-09-433-001

(Space above for Recorder's Use Only)

ACCESS EASEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of September 30, 2015, by Keith J. Stippich, 5203 South Highland Drive, Holladay, Utah 84117, ("Grantor"), in favor of Bret D. Larsen, 2022 E Walker Meadows Circle, Holladay, Utah 84117 ("Grantee");

RECITALS

A. Grantor owns certain real property (the "Grantor Property") located in Salt County, Utah, which real property is more particularly described on Exhibit A hereto.

B. Grantee owns real property located near the Grantor Property in Salt Lake County, Utah, (the "Benefitted Property") which Benefitted Property is more particularly described on Exhibit B hereto.

C. Grantee and his predecessors, as applicable, have used the existing asphalt roadway, a portion of which extends on to the Grantor Property, for vehicular and pedestrian ingress and egress to and from the Benefitted Property for more than 20 years. The parties acknowledge that a prescriptive easement exists in favor of the Benefitted Property over said roadway, which they desire to recognize and to formalize as an express easement.

D. Grantee desires to be granted, and Grantor desires to grant to Grantee, the non-exclusive access easement set forth below on the terms contained in this Agreement.

EASEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee agree as follows:

1. Grant of Access Easement. Grantor hereby grants and conveys to Grantee, and his successors and assigns for the benefit of the Benefitted Property and no other property, a perpetual, nonexclusive easement and right of way (the "Access Easement"), upon, over and across the surface only of the Grantor Property for vehicular and pedestrian ingress and egress to and from the Benefitted Property for the limited purpose of accessing the Benefitted Property over and across the existing road on the Grantor Property as it exists from time to time and as is more particularly described on Exhibit C hereto (the "Easement Area").

2. Nonexclusive Easement. Grantor reserves the right to make use of the Easement Area and to grant others the right to use the Easement Area, so long as any such use does not permit any person to unreasonably interfere with the non-exclusive Access Easement herein granted to Grantee.

3. Limited Use. The use by Grantee of the Access Easement granted herein shall be limited to such uses as are expressly described herein, which uses shall be made in a safe manner in compliance

with all applicable laws and regulations and in such a manner as will least interfere with the use of the Grantor Property by Grantor and his tenants and their respective agents and invitees.

4. Modification. This Agreement may not be modified except with the consent of Grantor and Grantees and then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Salt Lake County, Utah (the "Recorder's Office").

5. Maintenance. Grantor and Grantee acknowledge the existence and continued validity of a Road Maintenance Agreement recorded in the Recorder's Office on January 4, 1994 as Entry No. 5702384, which shall apply to the Easement Area as well as the road described therein.

6. Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that the such party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the other party.

7. Miscellaneous. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If any legal action or proceeding arising out of or relating to the Access Easement is brought by any party to this instrument the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding by the prevailing party. This Agreement may be executed in counterparts and when taken together, shall be deemed one and the same instrument. All of the provisions in this Agreement, including the benefits and burdens, shall run with the land and shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Exhibits and Recitals hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

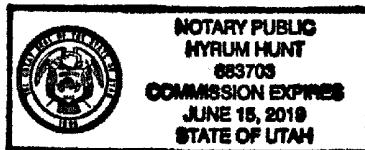
GRANTOR:


Keith J. Stippich

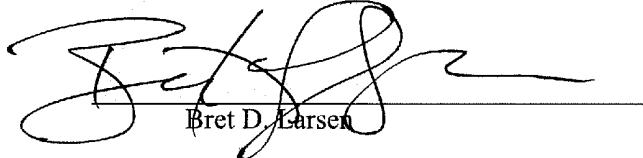
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On October 1st, 2015, Keith J. Stippich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the instrument.


Notary Public



GRANTEE:


Bret D. Larsen

STATE OF UTAH

)

: ss.

COUNTY OF SALT LAKE

)

On 11th September 2015, Bret D. Larsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the instrument.


Terri L. Marsh
Notary Public



EXHIBIT A

TO

ACCESS EASEMENT

(Description of the Grantor Property)

BEGINNING AT A POINT IN THE CENTER OF HIGHLAND DRIVE, 1268.3 FEET NORTH AND 239.79 FEET, MORE OR LESS, WEST FROM THE PRESENT LOCATION OF THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 79 DEGREES 40 MINUTES EAST 291.3 FEET, THENCE NORTH 100 FEET; THENCE NORTH 79 DEGREES 40 MINUTES WEST 289 FEET, MORE OR LESS, TO THE CENTER OF SAID HIGHLAND DRIVE, THENCE SOUTH 1 DEGREES 31 MINUTES WEST 100 FEET MORE OR LESS, TO THE PLACE OF BEGINNING.

Tax ID No. 22-09-433-001

EXHIBIT B

TO

ACCESS EASEMENT

(Description of Benefitted Property)

2022 E Walker Meadows Circle
Lot 3, Shelley Subdivision
Tax ID No. 22-10-351-020

EXHIBIT C

TO

ACCESS EASEMENT

(Description of Easement Area)

Beginning at the Southwest corner of Lot 4, Shelley Subdivision, said point is South 60°08'19" West 335.63 feet from a monument at the intersection of Highland Drive and Spring Lane Drive and running;

Thence North 79°40'00" West 249.40 feet along North Line of Lots 1 and 2 of Shelley Subdivision to the Right-of-Way Line of Highland Drive;

Thence South 82°42'35" East 247.35 feet to the West line of Lot 4 of said subdivision;

Thence South 0°00'18" East 13.35 feet along the West line of said Lot 4 to the point of beginning.

Parcel Contains 1,637 Sq. Ft. or 0.03 Acres

Portion of Tax ID No: 22-09-433-001

