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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LARRY R. PERKINS
381 E. ELEVENTH AVE.
SLC UT 84103
BY: MMP, DEPUTY - WI 5 P.

When recorded, mail to:

Larry R. Perkins, Trustee
381 East Eleventh Avenue
Salt Lake City, Utah 84103

PERPETUAL EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 30th day of March, 2017, by and between Larry R. Perkins, Trustee of the Larry R. Perkins Revocable Trust dated October 15, 2009, and its successors in interest with respect to the Grantor Property described below ("Grantor") and 571E, L.L.C. and its successors in interest with respect to the Grantee Property described below ("Grantee").

RECITALS

A. Grantor is the owner of the following described property, located in Salt Lake County, Utah (the "Grantor Property"):

Lot 1 of the Keyser-Perkins Subdivision, according to the Official Plat thereof, recorded in the office of the Salt Lake County Recorder on January 9, 2017, in Book 2017P, on Page 3, as Entry No. 12450602.

Tentative Tax Parcel No. 09-31-204-013.

B. Grantee is the owner of an adjacent parcel of property located in Salt Lake County, Utah, and described as follows (the "Grantee Property"):

Lot 2 of the Keyser-Perkins Subdivision, according to the Official Plat thereof, recorded in the office of the Salt Lake County Recorder on January 9, 2017, in Book 2017P, on Page 3, as Entry No. 12450602.

Tentative Tax Parcel No. 09-31-204-014.

C. Grantee wishes to obtain a perpetual easement over a portion of the Grantor Property. Grantor is willing to grant an easement to Grantee on those certain terms and conditions recited below.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises, obligations and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a perpetual easement on, over and under the North thirty-six feet (36') of Grantor Property (the "Easement"). The location of the Easement is depicted on the plat map attached hereto as Exhibit "A" and for clarification purposes may be further described as:

Beginning at the NorthWest Corner of Lot 1 of the Keyser-Perkins Subdivision and running thence South along the Western Boundary of said Lot 1 a distance of 36 feet (to a point slightly South of an existing fence line), thence East a distance of 34 feet more or less to the Western Boundary of Lot 2 of the Keyser – Perkins Subdivision, thence North along the Western Boundary of said Lot 2 of the Keyser – Perkins Subdivision a distance of 36 feet more or less to the Northernmost Boundary of Lot 1 of the Keyser – Perkins Subdivision, thence West along that Northernmost Boundary of Lot 1 of the Keyser – Perkins Subdivision a distance of 34 feet more or less to the Point of Beginning.

Grantee shall have the exclusive right to lock and secure the existing gate in the existing fence and to use the Easement for outdoor entertainment and gardening purposes. Grantee acknowledges the existence of utility easements on the Easement and agrees to abide by the terms of any such utility easements.

2. Improvements on Easement. Grantee may install and complete any legal landscaping and gardening Grantee desires on the Easement, including, without limitation: creating flower beds; planting shrubs, trees, lawn and other plants, installing sprinklers; and installing small structures such as patios, trellises, gazebos and garden sheds (the "Improvements") provided the Improvements comply with applicable Salt Lake City Zoning requirements.. The Improvements shall be completed in a good and workmanlike manner. Grantee shall at all times keep the Grantor Property free and clear of mechanics' liens related to work done by or for Grantee.

3. Maintenance of Easement. Grantee shall be solely responsible for the completion, maintenance and repair of all Improvements on the Easement including the existing fence and bond-beam/retaining wall running East and West near the Southern edge of the easement; shall maintain the Improvements in good and safe condition; and shall pay all costs and expenses incurred in connection with the completion, maintenance and repair of all Improvements.

4. No Nuisance. The Easement granted hereunder shall be used by Grantee in a safe and reasonable manner. Grantee shall cause no nuisance or endangerment to public health or the environment by its use of the Easement.

5. Indemnification. Grantee agrees to protect, indemnify and hold Grantor harmless from and against any loss, damage, liability, claims, demands or causes of action of every kind and character (including any amount of judgment, penalties, interest, court costs and legal fees incurred by Grantor in defense of same) arising in favor of any party, including governmental agencies, on account of claims, debts, personal injuries, death or damages to property, and all other claims or demands of every character, occurring or in anywise incident to, in connection with, or arising out of Grantee's use of the Easement.

6. Run with the Land/Successors. For the purpose of the easements, rights and privileges provided hereunder, the Grantee Property, or any part thereof, shall constitute the dominant estate and the Grantor Property shall constitute the servient estate. Each of the easements, rights, privileges, covenants, restrictions, conditions and provisions granted or

created herein create servitudes upon the servient estate in favor of the dominant estate; are appurtenances to the dominant estate; may not be transferred, assigned or encumbered except as an appurtenance of the dominant estate; and shall be covenants which run to the benefit of the owners of all or any portion of the dominant estate, their successors and assigns. The easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Agreement, including, without limitation, the obligation to share in the cost of maintenance and repairs as provided herein, shall inure to the benefit of and be binding upon the parties, their successors and assigns.

7. Existing Retaining Walls and Fences. Grantor and Grantee acknowledge that the existing retaining walls and fences on the border between the Grantor Property and the Grantee Property (plus the bond-beam/retaining wall and fence on the Easement Property referenced in #1 & #3 above) are owned by Grantee, notwithstanding whether or not all or a portion of the retaining walls or fences may lie on the Grantor property, and that Grantee shall have the sole obligation to maintain, repair, and/or replace (but not remove without replacing using similar quality materials with similar functionality and similar aesthetic appeal) the retaining walls and fences. Grantor grants and conveys to Grantee a perpetual easement extending for a distance of five feet on Grantor's side of their shared Boundary only to enable Grantee to access both sides of the fences and retaining walls for the purpose of maintaining, repairing, or replacing them.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Agreement may not be amended or modified except in writing executed by all of the parties hereto, or their successors and assigns.


9. Interpretation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah.

10. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.


11. Attorney's Fees. In the event of any legal, equitable or administrative action or proceeding brought by any party against any other party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys, and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement this 30th day of March, 2017.


Grantor:




Larry R. Perkins,
Trustee of the Larry R. Perkins
Revocable Trust dated October 15, 2009


Larry R. Perkins, Manager of
571E, L.L.C.

On this 36th day of March, 2017, personally appeared before me, a Notary Public, Larry R. Perkins, who by me being first duly sworn did say that he is the Trustee of the Larry R. Perkins Revocable Trust dated October 15, 2009, and acknowledged to me that he executed the above instrument on behalf of said Trust.

 NOTARY PUBLIC
TYLER GOASLAND
690242
COMMISSION EXPIRES
JULY 11, 2020
STATE OF UTAH

On this 30th day of March, 2017, personally appeared before me, a Notary Public, Larry R. Perkins, who by me being first duly sworn did say that he is the Manager of 571E, L.L.C. and acknowledged to me that he executed the above instrument on behalf of said Trust.

 NOTARY PUBLIC
TYLER GOASLUND
690242
COMMISSION EXPIRES
JULY 11, 2020
STATE OF UTAH


Notary Public

EXHIBIT "A" Location of Easement

KEYSER-PERKINS SUBDIVISION, FINAL PLAT
SITUATED IN THE NE ¼ SEC. 31, T1N, R1E, SLB&M.
BLOCK 159, PLAT "D", SALT LAKE CITY SURVEY,
SALT LAKE CITY, SALT LAKE COUNTY, STATE OF UTAH

12TH AVENUE (600 N)

589° 52' 07"E
413.89' (RECORD)

589° 52' 07"E 329.88' (RECORD)

FOUND 2" BRASS CAP WITH "X" SCRIBED
IN THE APPROXIMATE CENTER OF IT,
REPRESENTING THE SALT LAKE CITY
STREET MONUMENT FOR THE INTERSECTION OF
12TH AVE AND "E" STREET

LOCATION OF EASEMENT

