

12728483
3/6/2018 10:39:00 AM \$17.00
Book - 10652 Pg - 9374-9375
ADAM GARDINER
Recorder, Salt Lake County, UT
PARAMOUNT TITLE
BY: eCASH, DEPUTY - EF 2 P.

MUTUAL DRIVEWAY EASEMENT

RECITALS:

- a. Gregg Properties, LLC (hereinafter "Gregg") owns the following described real property located in Salt Lake County, State of Utah (hereinafter referred to as the "Gregg property"):

Commencing at the Southwest corner of Lot 20, Block 1, EMERSON HEIGHTS ADDITION, thence East 46 feet; thence North 85 feet; thence West 46 feet; thence South 85 feet to the point of beginning. 16-16-157-017

- b. Douglas Shane and Jami Shane (hereinafter "Shane") owns the following described real property located in Salt Lake County, State of Utah (hereinafter referred to as the "Shane property"):

The West 41 and 1/2 feet of the East 79 feet of Lots 20, 21 and 22 and the West 41 and 1/2 feet of the East 79 feet of the South 10 feet of Lot 23, Block 1, Emerson Heights Addition, according to the official plat thereof on file and of record in the Salt Lake County Recorder. 16-16-157-018

- c. An existing driveway is located over the approximate East 5 feet of the Gregg property and over the approximate West 5 feet of the Shane property;
- d. The driveway has been used by the owners of each property for access to existing garages;
- e. Gregg and Shane desire to clarify their respective rights to use the mutual driveway;

THEREFORE, for valuable consideration and in exchange of the mutual promises set forth in this agreement, Gregg and Shane agree to the following:

1. Gregg hereby grants to Shane, or his/her/their successors in interest to the Shane property, an easement over that portion of the existing driveway that sits on the approximate East 5 feet of the Gregg property, which easement shall be a perpetual and appurtenant benefit to the Shane property and shall be a perpetual and appurtenant burden to the Gregg property.
2. Shane hereby grants to Gregg, or his/her/their successors in interest to the Gregg property, an easement over that portion of the existing driveway that sits on the approximate West 5 feet of the Shane property, which easement shall be a perpetual and appurtenant benefit to the Gregg property and shall be a perpetual and appurtenant burden to the Shane property.
3. The owners of the Gregg and Shane properties shall each bear 50% of the cost of maintaining the driveway.

MUTUAL DRIVEWAY EASEMENT (continued...)

- 4. Gregg and Shane represent that they have the power and right to grant the easements set forth in this agreement.
- 5. The owners of the Gregg property and the Shane property will not use the driveway in a manner that interferes with the other's use of the driveway.
- 6. Each party shall indemnify, defend and hold harmless the other from any and all liability, damages, expenses, actions, causes of action, suits, claims or judgments arising from the acts or omissions of the indemnitor, its agents and representatives resulting in injury to person or property occurring on the indemnitor's Parcel, except to the extent caused by the act or neglect of the indemnitee.

DATED this 31st day of March 2018

Gregg Properties, LLC

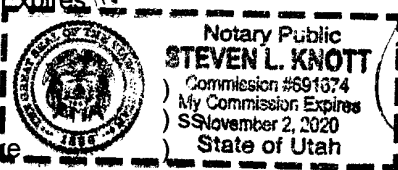
Charles Geoffrey Gregg
By: C. Geoffrey Gregg, Its Managing Member

Douglas Shane
Douglas Shane

Jami Shane
Jami Shane

State of Utah)
County of Salt Lake) ss.

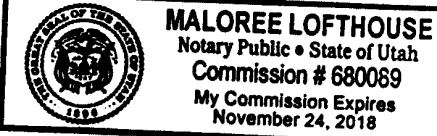
On the 31st day of March 2018, personally appeared before me C. Geoffrey Gregg, Managing Member of Gregg Properties, LLC, the signers of the above instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: 11-2-2020
Notary Public residing at: Suitland, Utah
State of Utah)
County of Salt Lake)


On the 1 day of March 2018, personally appeared before me Douglas Shane and Jami Shane, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: 11/24/18
Notary Public residing at: Salt Lake City, UT
Maloree Lofthouse

Mutual Driveway Easement
Paramount Title Corporation File No. 18-8750


MALOREE LOFTHOUSE
Notary Public • State of Utah
Commission # 680069
My Commission Expires
November 24, 2018