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RASHELLE HOBBS
Recorder, Salt Lake County, UT
RICHLAND TITLE INS AGENCY INC
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED RETURN TO:

34-05-152-008; 34-05-152-009

Tax Serial Number(s):

(Space above this line for Recorder's use.)

COURTESY

**EASEMENT AGREEMENT AND
COVENANTS OF EASEMENT MAINTENANCE**

THIS EASEMENT AGREEMENT AND COVENANTS OF EASEMENT MAINTENANCE ("Agreement") is made this ___ day of November 2020, by and between PHILIP J. RUSSELL and CATHERINE C. RUSSELL (collectively, "Russell") and JOHN G. SAUNDERS and ADRIA K. SAUNDERS (collectively, "Saunders").

WITNESSETH

A. WHEREAS, Russell is the record owner of a parcel of real property located at 778 E Ivy Manor Lane, Draper, Salt Lake County, Utah, 84020, together with all improvements thereon and appurtenances thereto (collectively referred to as "Lot 1" hereafter), namely, to wit:

Lot 1, IVY COURT SUBDIVISION, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.
Parcel 1A, as to Easement Estate

Together with the following right-of-way, a right-of-way 70 feet wide, the center line of which is described as follows:

Beginning at a point which is 748 feet North of the Center of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 85°43'22" West 696.94 feet; thence West 923 feet; thence North 26°15' West 394.01 feet; thence West 358.01 feet to the center of Fort Street at appoint which is 30.10 feet North of the Southeast corner of Lot 1.

Tax I.D.#: 34-05-152-008

B. WHEREAS, Saunders is the record owner of a parcel of real property located at 782 E Ivy Manor Lane, Draper, Salt Lake County, Utah, 84020, together with all improvements thereon and appurtenances thereto (collectively referred to as "Lot 2" hereafter), namely, to wit:

All of Lot 2, IVY COURT SUBDIVISION, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

SUBJECT TO AND including the following 3 rights of way:

A right of way 60 feet wide, the center line of which is described as follows:

BEGINNING at a point which is 748 feet North of the Center of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 85°43'20" West 696.94 feet; thence West 923 feet; thence North 26°15' West 394.01 feet; thence West 358.01 feet to the center of Fort Street at a point which is 30.10 feet North of the Southwest corner of Lot 1.

Also, a right of way 50 feet wide, the center line of which is described as follows:

BEGINNING at a point which is West 970.10 feet from the Center of Section 5, Township 4 South, Range 1 East, of the Salt Lake Base and Meridian, and running thence North 795.0 feet.

Also, a right of way, the center line of which is described as follows:

BEGINNING at the center of Section 5, Township 4 South, Range 1 East, of the Salt Lake Base and Meridian, and running thence North 1369.50 feet.

Tax I.D.#: 34-05-152-009

C. WHEREAS, over the years, Russell and Saunders (referred to individually as a "Party" or "Parcel Owner" and collectively as the "Parties" or "Parcel Owners") and/or their predecessor owners of the respective Lots have deliberately and amicably made certain adjustments with regards to the usage and maintenance of certain areas of each of their respective properties (hereinafter, "Adjustments"), identified and explained more specifically herein;

D. WHEREAS, as part of the Adjustments, Russell intentionally positioned the easternmost portion of Lot 1 fence inside and to the west of the boundary line of Lot 1, thereby designating an easement area for the use, benefit, and enjoyment of Lot 2 (hereinafter, "Lot 2 Easement");

E. WHEREAS, as another part of the Adjustments, Saunders designated the westernmost portion of the flag lot portion of Lot 2 as an area for the use, benefit, and enjoyment of Lot 1 (hereinafter, "Lot 1 Easement");

F. WHEREAS, the Parties are in agreement as to the placement, location, area, square footage, usability, and all other aspects of Lot 1 Easement and Lot 2 Easement (collectively, the "Easements");

G. WHEREAS, the Parties now desire to give notice of the existence of said Easements and to formalize their respective rights and obligations with respect to the Easements as more particularly set forth herein.

NOW, THEREFORE, in accordance with the terms and conditions of this Agreement, Saunders and Russell, for and on behalf of themselves, and their respective successors and assigns, including all subsequent Parcel Owners, hereby declare, covenant, and agree as follows:

EASEMENT AGREEMENT

1. Grant of Lot 2 Easement. Russell, as owner of Lot 1, hereby grants, transfers, and conveys to Saunders a non-exclusive, perpetual easement for ingress and egress over and across the eastern portion of

Lot 1, between the existing fence and the boundary of Lot 1, with Lot 1 serving as the servient estate and Lot 2 serving as the dominant estate, for the use and benefit of Saunders. This is a formal conveyance to Saunders of the Lot 2 Easement described above. Said Lot 2 Easement is more particularly depicted and described on Exhibits A and C, expressly incorporated herein by this reference.

2. Grant of Lot 1 Easement. Saunders, as owner of Lot 2, hereby grants, transfers, and conveys to Russell a non-exclusive, perpetual easement for ingress and egress over and across the flag lot portion of Lot 2, with Lot 2 serving as the servient estate and Lot 1 serving as the dominant estate, for the use and benefit of Russell. This is a formal conveyance to Russell of the Lot 1 Easement described above. Said Lot 1 Easement is more particularly depicted and described on Exhibits B and C, expressly incorporated herein by this reference. Said easement includes the right of vehicular and pedestrian ingress and egress across the existing driveway portion of the Lot 1 Easement. The Lot 1 Easement also includes the right of pedestrian ingress and egress across the existing grassy portion of the Lot 1 Easement, which lies west of the existing driveway.

3. No Change to Property Boundaries. The Parties expressly acknowledge and agree that nothing in this Agreement, and nothing in their prior actions or behavior, is, or was intended to change the boundaries between Lot 1 and Lot 2, or to change the legal descriptions of said Lots. No new boundary has been created by acquiescence or through any other legal theory or means. The Parties have, heretofore, paid all property taxes on their respective Lots, and the Parties shall continue to do so hereafter.

4. Permanent Covenants Running with Land. All of the Easements and rights hereby granted, the covenants, restrictions and obligations hereby imposed, and the agreements herein contained shall be reciprocal, permanent, perpetual easements, rights, restrictions, obligations and agreements and shall be covenants running with the land and shall inure to the benefit of, and be binding upon, Saunders and Russell, respectively, and upon all future Parcel Owners, and their respective heirs, successors, and assigns.

5. Duration. This Agreement and the Easement shall be perpetual and shall not be terminated or deemed abandoned by reason of non-use of a subject Parcel.

6. Specific Reservations and Restrictions. Such Easement rights as set forth above shall be subject to and consistent with the following reservations and conditions:

a. Barriers, Encumbrances and Blockages. Except as is currently in existence, no permanent or temporary building, structure, fence, posts, barriers, or other similar items, or any other encumbrances to the free and unobstructed flow of vehicular and/or pedestrian traffic, as applicable, shall be erected or permitted within or across the Easement areas. The Easement areas shall not be blocked, barricaded or obstructed with any object, vehicle, or other blockade of any kind which inhibits full access of the Easement for the benefit of either Lot.

b. No Debris. Each Parcel Owner shall ensure that no debris (bottles, cans, trash, and the like) shall be disposed of, stored upon, located upon, or permitted to exist upon the Easement areas.

c. Interference. Each Parcel Owner shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any other Parcel Owner.

7. Reservation of Easement Rights. Saunders and Russell herein specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the respective Easements and the Easement rights set forth herein, for the benefit of their respective Lots. Except as otherwise set forth herein, Saunders and Russell reserve for themselves, and their successors, and assigns the right to continue to use and enjoy the Easement rights for purposes which do not interfere with or interrupt the use or enjoyment of the Easements hereby granted.

EASEMENT MAINTENANCE

8. Obligation for Maintenance, Repair and Reconstruction. Except as otherwise set forth herein, Russell shall have the obligation to maintain, repair, and reconstruct the Lot 1 Easement improvements at Russell's sole cost and expense, including the driveway and the grassy area west of the driveway, and to keep the Lot 1 Easement in good condition and repair for all purposes set forth herein. All maintenance and repairs shall be completed in a good and workmanlike manner and in compliance with all applicable laws. Similarly, except as otherwise set forth herein, Saunders shall have the obligation to maintain, repair, and reconstruct the Lot 2 Easement improvements at Saunders' sole cost and expense, including the trees and other landscaping thereon, and to keep the Lot 2 Easement in good condition and repair for all purposes set forth herein. All maintenance and repairs shall be completed in a good and workmanlike manner and in compliance with all applicable laws.

OTHER PROVISIONS APPLICABLE TO EASEMENT

9. Reservation of Rights to Easement Properties. Each Parcel Owner acknowledges and agrees that the real property underlying the Easements is private real property, and nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever. Notwithstanding the foregoing, each Parcel Owner acknowledges that the other Parcel Owner reserves for itself and its successors and assigns the right to convey the same or other rights and/or easements upon its own Parcel, so long as such further conveyances are subject to this Agreement.

10. Risk of Use. All uses of the respective Easement areas by a Parcel Owner and its respective guests, agents, invitees, or licensees (collectively, "Permittees") are undertaken solely at the risk of such Parcel Owner and Permittees.

11. Payment of Taxes. Each Parcel Owner shall timely pay prior to delinquency all real estate taxes and assessments upon any portion of its respective Lot, including without limitation any portion of the Lot underlying or constituting a portion of the Easement area.

12. Liens.

(a) Each Parcel Owner shall have the right to cause one or more mortgages or deeds of trust against the Parcel owned by such Parcel Owner, provided, however, that the mortgagee or beneficiary/grantee thereunder shall be subject to all of the covenants, conditions and restrictions of this Agreement, and if any portion of a Parcel subject to such mortgages or deeds of trust are sold under a foreclosure, or conveyed to such mortgagee or beneficiary/grantee in lieu of foreclosure, any such purchaser or grantee and its successors and assigns shall hold any and all such property purchased or acquired subject to all of the covenants, obligations, conditions and restrictions of this Agreement. No breach or violation of the covenants, conditions and requirements contained herein shall defeat or render invalid the lien of any mortgage, deed of trust or similar instrument securing a loan made in good faith and for value by a bona fide third party lender with respect to the financing of a Parcel or any portion thereof, or with respect to the construction of buildings or other facilities or improvements thereon.

(b) Each Parcel Owner covenants and agrees that it will not cause or permit any mechanic's lien relating to services and materials to or for the Easement area requested or authorized by such Parcel Owner to be filed or asserted against the Parcels as a result of any act or omission of the Parcel Owner, including without limitation, any failure of such Parcel Owner to pay normal maintenance costs as addressed above. In the event any such lien or notice of lien is filed, such Parcel Owner causing such lien shall, within twenty (20) days of receipt of such notice of the filing of the lien, contest such lien as permitted by law if such contest is sufficient alone to prevent the lien from maturing, or contest said lien as permitted by law and bond or insure over said lien, or fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by applicable law. If such Parcel Owner fails

to so contest and/or discharge the lien, then, in addition to any other right or remedy of the other Parcel Owner, such other Parcel Owner may bond or insure over the lien or otherwise discharge the lien. The lien causing Parcel Owner shall reimburse the discharging Parcel Owner any amount paid by such discharging Parcel Owner to bond or insure over the lien or discharge the lien, including without limitation reasonable attorneys' fees, within fifteen (15) days of receipt of invoice therefor.

13. No Representation. EACH PARCEL OWNER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE EASEMENTS GRANTED TO IT HEREUNDER ARE BEING GRANTED "AS IS, WHERE IS, AND WITH ANY AND ALL FAULTS AND PATENT AND LATENT DEFECTS" AND THE PARTIES HAVE NOT MADE, DO NOT MAKE, AND SPECIFICALLY DISCLAIM ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE QUANTITY, QUALITY, CONDITION, SUITABILITY OR HABITABILITY OF ANY OF THE LAND UNDERLYING ANY OF THE EASEMENT RIGHTS GRANTED TO SUCH PARCEL OWNER HEREIN FOR ANY PURPOSE WHATSOEVER.

14. INDEMNIFICATION. EACH PARCEL OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE OTHER PARCEL OWNER HARMLESS FROM AND AGAINST ANY CLAIM MADE AGAINST SUCH INDEMNIFIED PARCEL OWNER AND/OR ITS PERMITTEES FOR ANY LOSS OR DAMAGE INCLUDING PROPERTY DAMAGE AND DEATH OR BODILY INJURY, SUFFERED BY SUCH INDEMNIFIED PARCEL OWNER OR ANY OF ITS PERMITTEES AS A RESULT OF THE INDEMNIFYING PARCEL OWNER'S USE OF THE EASEMENT GRANTED TO IT HEREIN. THE FOREGOING INDEMNIFICATION OBLIGATIONS OF THE PARCEL OWNERS SHALL SURVIVE ANY SALE OF EITHER PARCEL BY EITHER PARTY AND SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF ANY OF THE EASEMENT RIGHTS GRANTED HEREUNDER FOR ACTIONS ACCRUING DURING THE TERM OF SUCH PARCEL OWNER'S OWNERSHIP OF A PARCEL. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO ANY DAMAGE OR INJURY TO THE EXTENT IT IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL AND WRONGFUL ACTION OF THE PARCEL OWNER CLAIMING INDEMNIFICATION HEREUNDER OR ITS RESPECTIVE PERMITTEES.

15. Waiver of Liability. Except for the Parcel Owners' indemnification obligations with respect to claims of third parties, the Parcel Owners' liability for damages hereunder is limited to direct, actual damages only, and no Parcel Owner shall be liable to the other for special, consequential, incidental, punitive, exemplary or indirect damages, in tort, contract or otherwise, of any kind, arising out of or in any way connected with the performance, the suspension of performance, the failure to perform, or termination of, this Agreement.

16. Liability Insurance. Russell shall maintain or cause to be maintained in full force and effect general liability insurance covering the Lot 1 Easement with a limit of liability of not less than \$100,0000 for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage, arising out of any one occurrence. Likewise, Saunders shall maintain or cause to be maintained in full force and effect general liability insurance covering the Lot 2 Easement with a limit of liability of not less than \$100,0000 for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage, arising out of any one occurrence.

17. Waiver of Subrogation. Each Parcel Owner (the "Releasing Party") hereby releases and waives for itself and on behalf of its insurer, any claims against any other Parcel Owner (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Parcels, which loss or damage is covered by insurance required to be maintained under this Agreement irrespective either of any negligence on the part of the Released Party which may have contributed to or

caused such loss, or of the amount of such insurance required or actually carried. Each Parcel Owner shall obtain appropriate endorsements to its policies of insurance with respect to the foregoing release.

18. Default. In the event any Parcel Owner is in default of its obligations hereunder, the other Parcel Owner shall notify the defaulting Parcel Owner in writing thereof, providing reasonable detail of such default for proper identification, and the defaulting Parcel Owner shall have thirty (30) days to cure such default; provided, that if the defaulting Parcel Owner shall commence to cure such default within twenty (20) days of receipt of such notice, the defaulting Parcel Owner shall not be in default so long as such defaulting Parcel Owner diligently pursues such cure to completion without interruption or delay. Each Parcel Owner shall be entitled to receive injunctive or similar relief to enjoin any default. Each Parcel Owner grants to the other Parcel Owner the right to enforce the grants of Easement rights herein by specific performance. Any partial release of any Easement rights granted herein shall not affect any other Easement rights granted herein.

19. Disputes. In the event the Parcel Owners are unable to reach a mutual agreement as to disputed matters arising under this Agreement, the Parcel Owners shall select a mutually agreeable third party mediator to assist the Parcel Owners in resolving such disputes. In the event Parcel Owners are still unable to reach full agreement within thirty (30) following a written request for mediation, any remaining issues in dispute shall be submitted to litigation, or, if both parties agree, to binding arbitration.

20. Avoidance of Future Problems. The Parties each respectively declare that the agreements and covenants applicable to the aforesaid described Parcels are made in part: (i) to avoid future problems on said Parcels with the respective Parcel Owners and their Permittees accessing their respective Parcels and the homes and improvements upon their respective Parcels, and (ii) to establish a manner of cooperation and understanding between Parcel Owners.

21. Miscellaneous.

(a) Notices. Any notice and other communication to a Parcel Owner shall be in writing and shall be deemed to have been duly given upon receipt if (i) hand delivered personally, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other express carrier, fee prepaid, addressed to the Parcel Owner at their respective addresses set forth on the real property tax rolls maintained by Salt Lake County, and copied to the Parcel address.

(b) Non-Waiver. No delay or failure by any Parcel Owner to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

(c) Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

(d) Governing Law. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(e) Entire Agreement. This Agreement, together with the Exhibits hereto, represents the entire Agreement with respect to the subject matter hereof. All Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. This Agreement may not be amended, modified, supplemented or altered except through a written agreement signed by all Parcel Owners.

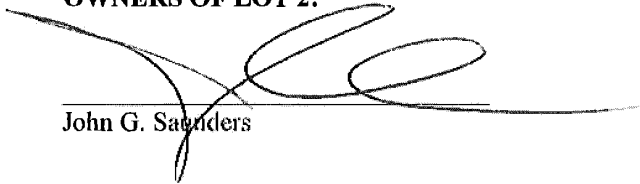
IN WITNESS WHEREOF, the Parties executed this Agreement this 31 day of November, 2020.

OWNERS OF LOT 1:


Philip J. Russell


Catherine C. Russell

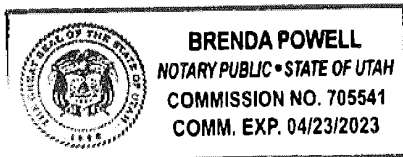
OWNERS OF LOT 2:


John G. Saunders


Adria K. Saunders

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

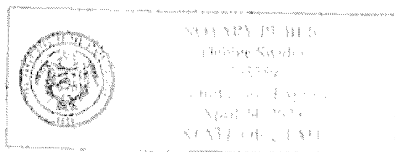
On this 24 day of November 2020, before me, the undersigned a Notary Public, personally appeared PHILIP J. RUSSELL and CATHERINE C. RUSSELL, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same. Witness my hand and official seal.




NOTARY PUBLIC

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

On this 24th day of November 2020, before me, the undersigned a Notary Public, personally appeared JOHN G. SAUNDERS and ADRIA K. SAUNDERS, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same. Witness my hand and official seal.



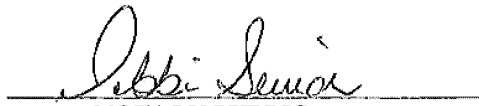

NOTARY PUBLIC

EXHIBIT A
TO
AGREEMENT OF EASEMENT

(LEGAL DESCRIPTION OF LOT 2 EASEMENT)

An easement across Lot 1, IVY COURT SUBDIVISION, according to the Official Plat thereof recorded August 31, 2001 as Entry No. 7991312 in Book 2001P of Plats at Page 251 in the Office of the Salt Lake County Recorder, located in the NW1/4 of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the Northeasterly line of a concrete driveway and the common lot line of Lots 1 and 2 of said IVY COURT SUBDIVISION, located N89°50'02"W along the 1/4 Section line 1,845.43 feet and North 1,344.04 feet from the Center 1/4 Corner of Section 5, T4S, R1E, SLB&M; thence along said common line of Lots 1 and 2 the following two (2) courses: 1) S89°56'06"E 57.34 feet; 2) South 224.78 feet to the Southerly Common Corner of said Lots 1 and 2; thence S89°59'56"W 3.93 feet along the south line of said Lot 1 to a point on the Southerly extension of a wall; thence along said extension and said wall the following four (4) courses: 1) N02°45'03"W 38.74 feet; 2) N00°27'23"E 135.51 feet; 3) N45°37'27"W 53.34 feet; 4) S45°19'30"W 0.75 feet to a point on the Northeasterly line of said concrete driveway; thence along said concrete driveway the following two (2) courses: 1) N43°54'40"W 10.59 feet; 2) along the arc of a curve to the left with a radius of 93.50 feet a distance of 9.11 feet through a central angle of 05°34'59" Chord: N46°42'10"W 9.11 feet to the point of beginning.

Contains: 2,456 square feet+/-

EXHIBIT B
TO
AGREEMENT OF EASEMENT
(LEGAL DESCRIPTION OF LOT 1 EASEMENT)

An easement across Lot 2, IVY COURT SUBDIVISION, according to the Official Plat thereof recorded August 31, 2001 as Entry No. 7991312 in Book 2001P of Plats at Page 251 in the Office of the Salt Lake County Recorder, located in the NW1/4 of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the Northeasterly line of a concrete driveway and the common lot line of Lots 1 and 2 of said IVY COURT SUBDIVISION, located N89°50'02"W along the 1/4 Section line 1,845.43 feet and North 1,344.04 feet from the Center 1/4 Corner of Section 5, T4S, R1E, SLB&M; thence along said common line of Lots 1 and 2 the following two (2) courses: 1) N89°56'06"W 100.16 feet; 2) N00°04'24"E 30.00 feet to the Northerly Common Corner of said Lots 1 and 2; thence S89°56'10"E 67.71 feet along the North line of said Lot 2 to the Northeasterly side of said concrete driveway; thence along said concrete driveway the following three (3) courses: 1) Southeasterly along the arc of a non-tangent curve to the left having a radius of 62.50 feet (radius bears: N59°25'13"E) a distance of 26.69 feet through a central angle of 24°27'56" Chord: S42°48'45"E 26.49 feet; 2) S55°02'44"E 8.84 feet; 3) along the arc of a curve to the right with a radius of 93.50 feet a distance of 9.06 feet through a central angle of 05°33'04" Chord: S52°16'11"E 9.06 feet to the point of beginning.

Contains: 2,451 square feet+/-

**EXHIBIT C
TO
AGREEMENT OF EASEMENT
(DEPICTION OF LOT 1 AND LOT 2 EASEMENTS)**

