

**WHEN RECORDED,  
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05/10/2022 11:00 AM By: cchidester Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: ANDERSON & KARENBERG  
50 W. BROADWAY, SUITE 600 SALT LAKE CITY, UT 84101**

### **EASEMENT AGREEMENT**

For ten dollars and other good and valuable consideration, including the consideration reflected in the parties' Settlement Agreement of even date herewith, Grantors **LAURYN LEVERENZ** and **DARREN LEVERENZ** (collectively "GRANTORS") and Grantees **HILARI K. JONES** and **BRYAN W. JONES** (collectively "GRANTEES") hereby enter into the following Easement Agreement.

#### **Recitals**

A. GRANTORS are the owners in fee simple, as husband and wife and as joint tenants with full rights of survivorship, of the real property in Salt Lake County commonly referred to and referred to herein as 1466 East Kensington Avenue, Salt Lake City, Utah 84105 ("1466 Kensington"), and more particularly described as follows:

Beginning at a point 3 feet East of the Northwest corner of Lot 47, Block 3, EMERSON HEIGHTS SUBDIVISION, and running thence South 89 feet; thence West 3 feet to the West line of said Lot 47, thence South 54 feet; thence East 50 feet; thence North 143 feet; thence West 47 feet to the place of beginning. Together with one-half of the Vacated Alley Abutting on the South.

Tax Parcel No. 16-16-155-015-0000

B. GRANTEES are the owners in fee simple, as husband and wife and as joint tenants with full rights of survivorship, of the real property in Salt Lake County commonly referred to and referred to herein as 1458 East Kensington Avenue, Salt Lake City, Utah 84105 ("1458 Kensington"), and more particularly described as follows:

The East 15 feet of Lot 45, all of Lot 46 and the West 3 feet of the North 89 feet of Lot 47, Block 3, EMERSON HEIGHTS ADDITION, according to the official plat thereof, filed in Book "F" of Plats at Page 20 of the Official Records of the Salt

Lake County Recorder. Together with 1/2 of the vacated alley abutting said property on the South.

Tax Parcel No. 16-16-155-014-0000

C. Between the houses situated on 1458 Kensington and 1466 Kensington runs a concrete driveway beginning at the public street and terminating behind the houses (the "Driveway"). The width of the Driveway varies at points but is 17 feet, 4 inches wide where it passes between the houses. There is an expansion joint or visible line in the concrete surface of the driveway, in a north-south direction, perpendicular to the public street (the "Midpoint Line"). The Midpoint line is 8 feet, 8 inches east of the east edge of the house at 1458 Kensington. A few feet south of the southeast corner of Plaintiff's house, the Midpoint Line angles toward the west, as shown on the Boundary Survey attached hereto as Exhibit "A" (the "Survey"). The portion of the Driveway affected by this Agreement is the portion running from the public street south to an imaginary line running due east from the northeast corner of Plaintiffs' garage (the "Garage Line"). As shown on the Survey, the boundary line between 1466 Kensington and 1458 Kensington and north of the Garage Line is at varying distances west of the Midpoint Line, except for a small portion near the northeast corner of Plaintiffs' garage.

### Agreement

#### 1. MUTUAL GRANT OF ACCESS AND PARKING EASEMENT.

a. GRANTORS hereby grant, and GRANTEEES hereby accept, an **Access and Parking Easement** covering all portions of the Driveway west of the Midpoint Line, east of the boundary between 1466 Kensington and 1458 Kensington, and north of the Garage Line. GRANTEEES shall have the right to use this Easement Area for walking; driving and parking passenger vehicles; moving items such as garbage cans, bicycles, and other equipment and property; and other customary driveway uses. GRANTEEES agree to keep passenger vehicles as far west of the Midpoint Line as is reasonably practical and to avoid parking vehicles wider than 79 inches (excluding mirrors) between the houses.

b. GRANTEEES hereby grant, and GRANTORS hereby accept, an **Access and Parking Easement** covering all portions of the Driveway east of the Midpoint Line, west of the boundary between 1466 Kensington and 1458 Kensington, and north of the Garage Line. GRANTORS shall have the right to use this Easement Area for walking; driving and parking passenger vehicles; moving items such as garbage cans, bicycles, and other equipment and property; and other customary driveway uses. GRANTORS agree to keep passenger vehicles as far east of the Midpoint Line as is reasonably practical, while still allowing the driver's door

to open and not blocking the basement windows, and to avoid parking vehicles wider than 79 inches (excluding mirrors) between the houses.

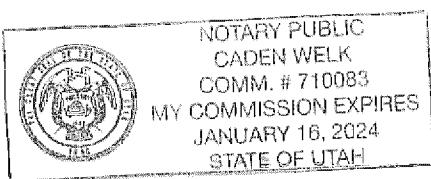
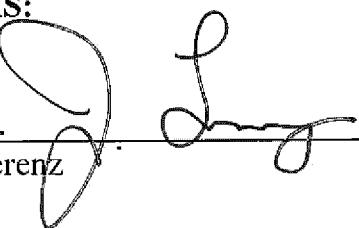
2. RESTRICTION ON CONSTRUCTION. GRANTORS and GRANTEEES mutually covenant not to construct or install any fence, wall, boulders, or permanent or immoveable objects in the Driveway at any point north of an imaginary line running from the northeast corner of GRANTEEES' garage due east for three feet (3') and then to the southwest corner of GRANTORS' house, as depicted on the Survey and labeled "Future Gate".

3. TRANSITORY USES ACROSS THE MIDPOINT LINE. GRANTORS and GRANTEEES hereby mutually agree and covenant that transitory uses by one party of a portion of the Driveway on the other party's side of the Midpoint Line and north of the Garage Line (i) shall not be deemed a trespass, and (ii) shall not create any permanent rights or easements. These uses shall be limited to pedestrian travel only, for the purpose of entering or exiting cars or for the purpose of getting past parked vehicles with bicycles, garbage cans, or other similar items. Such uses shall be limited to a strip of the other party's side of the Midpoint Line to the narrowest extent reasonably necessary for pedestrian travel or to accomplish the purposes listed in the preceding sentence. Notwithstanding the foregoing, no party shall have any obligation to keep their side of the Midpoint Line free of vehicles, except as set forth in Section 1 above.

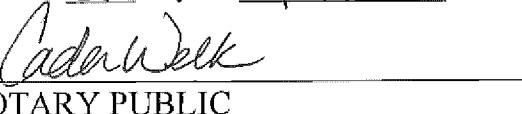
4. COVENANTS RUN WITH THE LAND. The agreements and covenants stated herein shall run with the land. All rights granted herein shall inure to the heirs, successors, and assigns of the Parties. All obligations undertaken herein shall be binding on the heirs, successors, and assigns of the Parties.

5. BOUNDARY LINE. GRANTORS and GRANTEEES agree that the boundary line between 1458 Kensington and 1466 Kensington is the line delineated in the legal descriptions set forth in Recitals A and B, and as shown on Exhibit "A" attached hereto. The Parties each hereby waive and claim that the boundary line is or should be different, whether on the theory of boundary by acquiescence or any other basis.

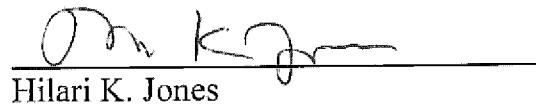
*[signatures on following page]*

**GRANTORS:**  
Lauryn Leverenz

SUBSCRIBED and SWORN to before  
me this 22 day of April, 2022

  
Caden Welk

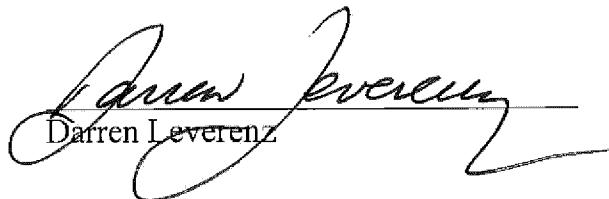
NOTARY PUBLIC

**GRANTEEES:**  
Hilari K. Jones

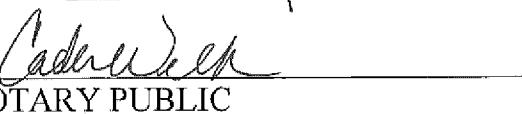
SUBSCRIBED and SWORN to before  
me this 6 day of MAY, 2022

  
Karen Rubino

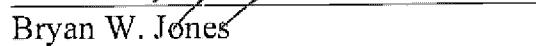
NOTARY PUBLIC

  
Darren Leverenz

SUBSCRIBED and SWORN to before  
me this 22 day of April, 2022

  
Caden Welk

NOTARY PUBLIC

  
Bryan W. Jones

SUBSCRIBED and SWORN to before  
me this 6<sup>th</sup> day of May, 2022

  
Karen Rubino

NOTARY PUBLIC

