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EASEMENT AGREEMENT

Affecting Tax Serial Nos./Parcel Nos: 16-08-157-004 and 16-08-157-005

This EASEMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 2022, by and between UDO CLAGES and FRANCOISE CLAGES (collectively the "Clages," "Grantee") of 921 South 800 East, Salt Lake City, Utah 84105 on the one hand and PAULA MALOOF KRUPIN and ERIC KRUPIN (collectively the "Krupins," "Grantor," or "Declarant") of 925 South 800 East, Salt Lake City, Utah 84105 on the other hand. The Clages and the Krupins are collectively referred to herein as the "Parties" and may be referred to individually as a "Party."

Recitals:

A. The recitals, the definitions, new boundary lines between the Parties, and the new property descriptions for the Parties' properties that are set forth in the Boundary Line Agreement executed and recorded on the same dates as this Agreement are incorporated here by reference.

B. After the execution of the Boundary Line Agreement, the revised legal descriptions of the Clages' Property and the Krupins' Property, as those terms are defined in the Boundary line Agreement, are as follows:

The Clages' Property (Tax Serial No./Parcel No: 16-08-157-004)

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°56'40" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET, BEING 1.07 FOOT NORTH PARALLEL TO A MORE THAN 20 YEAR EXISTING 6 FEET HIGHT WOOD FENCE ACCORDING WITNESS, THEREFORE ALSO MEETING SALT LAKE CITIES REQUIRED 10 FOOT NORTH SETBACK FROM THE NORTHWEST CORNER OF KRUPINS HOUSE # 915; THENCE NORTH 0°01'00" WEST 39.43 FEET; THENCE SOUTH 89°56'40" WEST 156.75 FEET;

THENCE SOUTH 0°01'00" EAST 39.43 FEET TO THE POINT OF BEGINNING. CONTAINS 0.1419 ACRES

The Krupins' Property (Tax Serial No./Parcel No: 16-08-157-005)

BEGINNING AT A POINT 33.44 FEET NORTH 89°01'00" CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°56'40" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET, BEING 1.07 FOOT NORTH PARALELL TO A MORE THAN 20 YEAR EXISTING 6 FEET HIGHT WOOD FENCE ACCORDING WITNESS, THEREFORE ALSO MEETING SALT LAKE CITIES REQUIRED 10 FOOT NORTH SETBACK FROM THE NORTHWEST CORNER OF KRUPINS HOUSE # 915; THENCE SOUTH 0°01'00" EAST 44.07 FEET; THENCE SOUTH 89°56'40" WEST 156.75 FEET; THENCE NORTH 0°01'00" WEST 44.07 FEET TO THE POINT OF BEGINNING. CONTAINS 0.1586 ACRES

C. The Parties intend, desire, and have established the New Boundary Line, which is 2.95 feet south of the prior existing boundary line of record between the Parties properties, as evidenced by deeds, as the undisputed common boundary line between the Clages' Property and the Krupins' Property, as those terms are defined the Boundary Line Agreement. The New Property Line is more fully described as follows:

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET (BEING SUBJECT LINE OF AGREEMENT) TO A POINT BEING 231.33 FEET SOUTH 0°01'00" EAST AND 192.19 FEET NORTH 89°56'40" EAST TO THE WEST SIDE OF A 16.50 FOOT ALLEY FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH.

D. The Parties intend and desire that the Krupins grant an irrevocable easement to the Clages, which shall forever burden the Krupins' Property and any successor in interest to Krupins' Property and which shall forever benefit the Clages' Property and any successor in interest to Clages' Property (the "*Easement*"), under the terms and conditions set forth in this Agreement.

Easement Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and which is included in the consideration set forth in the Boundary Line Agreement, the Clages and the Krupins hereby agree as follows:

1. *Grant of Easement.* The Krupins hereby grants the Clages a non-exclusive, perpetual, and irrevocable easement on, over, and across the land described as follows (the "*Easement*," the same defined term in the recital above):

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY, POINT OF BEGINNING ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST ALONG THE MONUMENT LINE AT 800 EAST STREET AND 35.44 FEET NORTH 89°56'40" EAST; THENCE GOING NORTH 89°56'40" EAST 156.75 FEET PARALLEL WITH A FENCE 1.07 FOOT OFFSET TO THE SOUTH TO A POINT ON THE WEST SIDE OF A 16.50 FOOT ALLEY WAY; THENCE NORTH 0°01'00" WEST 2.93 FOOT ALONG SAID SOUTH SIDE OF ALLEY; THENCE SOUTH 89°56'40" WEST 156.75 FEET TO THE EAST RIGHT OF WAY OF 800 EAST STREET; THENCE SOUTH 00°01'00" EAST 2.93 FEET TO THE POINT OF BEGINNING. CONTAINS 0.0106 ACRES (459.7 SQFT).

The Parties intend the Easement to be the real property and land that lies between the New Property Line and the fence that is approximately 1.05 feet south of the New Property Line. The Parties and their assigns and successors agree to execute and have recorded any documents necessary to memorialize this intent (including the recording of this Agreement in the Salt Lake County Recorder's Office) to the extent this Agreement does not satisfactorily do so. The Easement shall be for the use and benefit of the Clages and their tenants, guests, employees, agents, licensees, invitees, emergency service providers, successors, assigns, and successors.

2. *Nature of Easement.* The Easement shall be an affirmative easement for the benefit of the Clages in that it allows the Clages to use the real property that consists of the Easement for any lawful purpose, including but not limited to making improvements on the Easement (e.g. gardening, landscaping, planting trees, maintaining watering lines for the benefit of the Easement and the Clages' Property, or building other structures that are permissible pursuant to local zoning and ordinances); accessing the Easement for travel, casual enjoyment, maintenance, watering lawn or other vegetation, etc.; and otherwise lawfully using the Easement in any way that an owner of land may use its land. The Easement shall also be a negative easement to the detriment of and burdening the Krupins' in that it prevents the Krupins from taking any action with respect to the real property that consists of the Easement that would impede the Clages' right to affirmatively use the Easement, as set forth above. These prohibitions upon the Krupins include but are not limited to blocking access to the Easement, making any improvements on the Easement, or otherwise interfering with the Clages' right to freely use the land that consists of the Easement, whether or not the Clages are currently or then doing so.

3. *Construction, Maintenance, Use, and Taxes.* The Clages shall have the sole authority, responsibility, and discretion to construct on, maintain, repair any aspect of, and otherwise use the Easement as they deem necessary or desirable, so long as such use is lawful. The Clages will be responsible for all costs associated with their use and maintenance of the Easement; however, the Krupins will continue to pay property taxes associated with the Easement, which will remain a portion of the Krupins' Property and owned by the Krupins. The Clages shall have no duty to contribute to such property taxes. No construction, maintenance, repair, replacement,

operation, or use of the Easement by the Clages or their successors, assigns, or lenders shall require the consent of the Krupins or their successors, assigns, or lenders. Moreover, the Parties agree that the fence running to the south of the Easement shall be treated as a boundary fence in that all law (whether law stated in the common law, statute, or equity) shall govern the use, existence, and maintenance of that fence and any rights of the Parties pertaining to either side of that fence.

4. *Easement to Run with the Land.* To avoid any ambiguity herein, the Easement shall be irrevocable unless through agreement by the Parties to this Agreement or their successors or assigns, and all rights and interests granted in this Agreement, including the benefits and burdens thereof, shall be appurtenant to the Clages' Property and the Krupins' Property, shall constitute covenants running with the land, and shall be binding upon Clages, Krupins, and their respective successors, transferees, assigns, heirs and personal representatives. The further avoid any ambiguity, the grantee of any interest in either the Krupins' Property or the Clages' Property, or any portion thereof, by acceptance of such conveyance or entering into any contract for such interest, from any person now or in the future owning an interest in such land, will be deemed to have accepted such interest or entered into such contract subject to each and every provision of this Agreement and the Easement created herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to such interest so acquired by such grantee. The benefits and burdens imposed under this Agreement shall be the obligation of the Parties, their successors and assigns with respect to their respective Parties and shall terminate as to a Party upon the termination of that Party's interest in the Parcels, with all obligations herein continuing to the party who then acquires that interest.

5. *Condemnation.* In the event the whole or any part of the Easement is taken by right of eminent domain or any similar authority of law (or in lieu of such condemnation or under threat of condemnation), the entire award for the value of the land and improvements so taken shall belong to the Clages.

6. *Representation.* The Krupins represent to the Clages that they own the real property pertaining to the Easement free and clear of encumbrances, including any encumbrances related to a bank loan to finance the purchase or ownership of the Krupins' Property.

7. *Enforcement.* In the event either Party fails to comply with the provisions of this Agreement, the other party shall provide written notice of such default to the defaulting party. If the defaulting party does not commence a cure within thirty (30) days of such notice and diligently pursue it to completion, then the non-defaulting party may seek remedies at law or equity. All rights and remedies provided under this Agreement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

8. *Notices.* All notices made pursuant to this Agreement shall be in writing and shall be given by deposit in the United States mail (certified mail, return receipt requested, postage prepaid) or by a similar method that provides confirmation of physical receipt. Notices shall be delivered or addressed to the other Party at the mailing address on file with the Salt Lake County

Recorder's Office for the Clages' Property or the Krupins' Property. The date notice is deemed to have been given, received, and become effective shall be the date on which the notice is mailed.

9. *Attorneys Fees.* If any action is brought because of a default under or misrepresentation in, or to enforce or interpret, this Agreement or the Boundary Line Agreement, in addition to the relief to which such party is entitled, the party prevailing in such action shall be awarded and the non-prevailing party shall pay reasonable attorney fees, court costs, and other litigation expenses (including, without limitation, costs of investigation, settlement, expert witnesses, or any additional costs incurred in enforcing this Agreement, and those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

10. *General Provisions.*

10.1 *Recitals Incorporated.* The Recitals set forth above are true and correct and are incorporated herein by this reference.

10.2 *Construction.* This instrument shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

10.3 *Amendment.* This Agreement may only be amended by a written instrument, executed by the Clages or Krupins (or their successors or assigns), and recorded in the Salt Lake County Recorder's Office.

10.4 *No Merger.* Notwithstanding that all or any portion of the Clages' Property or the Krupins' Property may now or hereafter be owned by the same individual or entity, the easements and rights granted, and the covenants imposed, by this Agreement upon the Parties' properties pertaining to the Easement shall not be deemed to be extinguished by merger, change of ownership or use, or otherwise, and the same shall be perpetual and shall not be extinguished, except by an instrument duly executed by Clages and the Krupins (or their respective successors and assigns).

10.5 *Invalidity.* If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. To the extent that this Agreement is deemed fully invalid, the Krupins agree to repay Clages the compensation set forth in the Boundary Line Agreement.

10.6 *Final Agreement; Counterparts.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior agreements, written and oral. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. However, this Agreement reaffirms and should not in any way be construed to revoke or alter the terms of the Boundary Line Agreement.

[signatures begin on next page]

Signatures of the Clages:

DATED this ___ day of _____ 2022.

UDO CLAGES

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 2022, before me, _____,
a notary public, personally appeared Udo Clages, proved on the basis of satisfactory evidence to
be the person whose name is subscribed to this instrument, and acknowledged he executed the
same.

Notary Public

DATED this ___ day of _____ 2022.

FRANCOISE CLAGES

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 2022, before me, _____,
a notary public, personally appeared Francoise Clages, proved on the basis of satisfactory evidence
to be the person whose name is subscribed to this instrument, and acknowledged she executed the
same.

Notary Public

Signatures of the Krupins:

DATED this 7 day of May 2022.

Eric Krupin

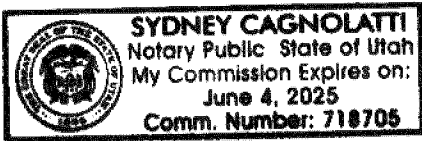
ERIC KRUPIN

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On this 7 day of May 2022, before me, Sydney Cagnolatti, a notary public, personally appeared Eric Krupin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.



Sydney Cagnolatti
Notary Public

DATED this 7 day of May 2021.

Paula Maloof Krupin

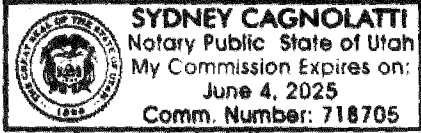
PAULA MALOOF KRUPIN

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On this 7 day of May 2022, before me, Sydney Cagnolatti, a notary public, personally appeared Paula Maloof Krupin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.



Sydney Cagnolatti
Notary Public