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PREPARED BY AND WHEN
RECORDED PLEASE RETURN TO:

Barton L. Gertsch, Esq.
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09/20/2022 01:30 PM By: srighby Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CHARLES KIRTON
8705 WILLOW GREEN CIRCLE, UT 84093



EASEMENT AGREEMENT

THIS INSTRUMENT is executed this 16 day of Sept, 2022, by **CHERI LITTON** ("Grantor"), whose address for purposes hereof is 8697 Willow Green Circle, Sandy, Utah, 84093, in favor of **KIRTON MANAGEMENT COMPANY, LLC**, a Nevada limited liability company, and its successors, as Trustee of The Charles Kirton 2011 Irrevocable Trust, dated July 5, 2011 ("Grantee"), whose address is 101 South 200 East, Suite 700, Salt Lake City, Utah 84111. (Grantor and Grantee are referred to in this instrument collectively as the "Parties," and individually as a "Party.")

RECITALS

A. Grantor owns certain real property located in Salt Lake County, Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Grantor Property**").

B. Grantee owns certain real property located adjacent to the Grantor Property as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "**Benefited Property**").

C. As set forth on the Willow Creek Estates No. 4 plat recorded in the Salt Lake County, Utah Recorder's Office on July 26, 1993 as Entry No. 5561562 in Book 93-7 at page 181 (the "**Plat**"), a copy of which is attached hereto as Exhibit C, the Benefited Property is benefitted by a Private Road Easement (the "**Private Road Easement**") that provides access to the Benefitted Property over the Grantor Property.

D. Grantee desires to install, construct, use, maintain, repair and replace underground conduit, and communication fiberoptic or other communication utility lines within such conduit, along the west side of the Private Road Easement near the edge of the existing driveway and other improvements located along the edge of the existing driveway (the "**Easement Area**").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the terms and conditions set forth below, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, and its successors, assigns, agents and vendors, a perpetual, non-exclusive easement and right-of-way on, under, over and across the Easement Area for the purposes of lying, constructing, operating, using, protecting,

maintaining, repairing, replacing and removing communication utility lines and conduit (including, without limitation, fiberoptic lines for Internet) (collectively, the “**Facilities**”), together with the right of access thereto. For clarity, the Parties acknowledge that initially, Grantee will install and own the conduit in the easement area and that Grantor’s vendor, Google Fiberoptic, will install and own the fiberoptic lines in such conduit. Once the Facilities are installed, the Easement Area shall run parallel to, and extend two (2) feet on each side of, the actual location of the centerline of the Facilities as they are buried on the Grantor Property.

2. Restoration. Grantee agrees that if, in connection with the use, occupation and enjoyment of the Easement Area, any portion of the Grantor Property, including, without limitation, any existing sprinkler lines, is damaged or disturbed by or at the direction of Grantee, then, Grantee shall promptly (and in any event within twenty (20) days) repair or replace the Grantor Property to a condition substantially similar to that existing before any such damage or disturbance.


3. Nature of Provisions. For the purpose of the easement and right-of-way created by this instrument, the Benefited Property shall constitute the dominant estate, and the Easement Area and the Grantor Property shall constitute the subservient estate. Such easement and right-of-way shall: (a) create an equitable servitude on the Easement Area in favor of the Benefited Property; (b) constitute a covenant running with the land; (c) benefit and bind every person having any fee, leasehold, mortgage lien or other interest in any portion of the property concerned; and (d) benefit and bind any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

4. General Provisions. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This instrument shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this instrument. The easement and right-of-way granted to Grantee in this instrument are intended to create a property interest or right in Grantee and its successors and assigns, and Grantee and its successor and assigns may permit their tenants, subtenants, partners, employees, agents, contractors, invitees, licensees and other visitors with respect to the Benefited Property to use and enjoy such easement and right-of-way.

[Signature Page Follows]

Grantor has executed this instrument to be effective as of the date first set forth above.

GRANTOR:

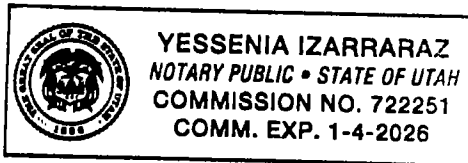


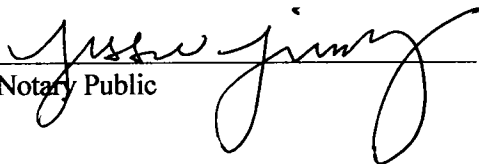
CHERI LITTON

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of September, 2022, by
CHERI LITTON.

(Seal)





Notary Public

EXHIBIT A

to

EASEMENT AGREEMENT

Legal Description of the Grantor Property

The property situated in the County of Salt, State of Utah, and more particularly described as follows:

Lot 10, Willow Creek Estates No. 4, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

[Tax Parcel No. 28-02-131-010]

EXHIBIT B

to

EASEMENT AGREEMENT

Legal Description of Benefited Property

The property situated in the County of Salt, State of Utah, and more particularly described as follows:

Lot 12, Willow Creek Estates No. 4, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

[Tax Parcel No. 28-02-131-012]

EXHIBIT C

to

EASEMENT AGREEMENT

Copy of the Plat

[See attached]

Exhibit C-1

