

After Recording Return To:
Chris McCandless
1623 Prescott Dr.
Sandy, UT 84092
171448-CAT

33-10-202-059
33-10-202-060

(Space above for recorders use only)

EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made as of this 16 day of August, 2023, by and between Chris McCandless (“**Chris**”) and Meagan D. McCandless (“**Meagan**” and, together with Chris, the “**Parties**”).

The following recitals of fact are a material part of this Agreement:

A. Chris owns certain real property located in Salt Lake County as described in Exhibit A hereto (the “**Lot 2**”).

B. Meagan owns certain real property located in Salt Lake County as described in Exhibit B hereto (the “**Lot 3**”).

C. Lot 2 and Lot 3 are part of the Loumis Place Subdivision as shown on the Plat recorded February 2, 2023 with the Salt Lake County Recorder, in Book 2021P at Page 51, Entry No. 13575715 (the “**Plat**”).

D. The Plat designates a portion of Lot 2 and Lot 3 as a “40’ shared driveway access easement in favor of Lots 2 & 3. Lots 2 & 3 are required to utilize a shared driveway located in this easement.” A copy of the portion of the Plat designating this easement (the “**Driveway Easement**”) is attached hereto as Exhibit C.

E. The Parties desire to restrict the use of the Driveway Easement and provide for its maintenance, as provided herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Grant of Access Easement. The Driveway Easement shall be used solely for ingress and egress by the owners of Lot 2 and Lot 3, and their guests, invitees, and successors, to and from their respective lots, and shall not be used by anyone for parking at any time.

2. Maintenance. The Parties shall be jointly responsible for maintaining the Driveway Easement and shall share equally any maintenance costs and expenses.

3. Run with the Land/Successors. Subject to the terms and conditions of this Agreement and the Plat, the Driveway Easement is appurtenant to Lot 2 and Lot 3 and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

4. No Public Use/Dedication. The Driveway Easement is and shall remain private property, and its use is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Driveway Easement for any public use.

The Parties hereto have executed this Agreement as of the date first written above.

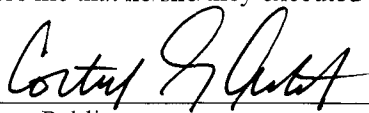

Chris McCandless


Meagan D. McCandless

STATE OF UTAH

COUNTY OF SALT LAKE

On this 16th day of August, 2023, before me, personally appeared Chris McCandless, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.


Notary Public

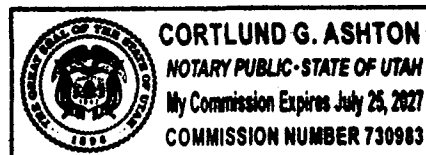


STATE OF UTAH

COUNTY OF SALT LAKE

On this 16th day of August, 2023, before me, personally appeared Meagan D. McCandless, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.


Notary Public



Notary Public

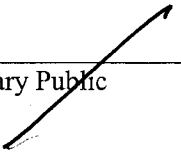
A handwritten signature in black ink, slanted upwards from left to right, crossing over the horizontal line.

Exhibit A

Lot 2, LOUMIS PLACE SUBDIVISION, according to the official plat thereof recorded February 23, 2021 as Entry No. 13575715 in Book 2021P at Page 51 in the office of the Salt Lake County Recorder.

Exhibit B

Lot 3, LOUMIS PLACE SUBDIVISION, according to the official plat thereof recorded February 23, 2021 as Entry No. 13575715 in Book 2021P at Page 51 in the office of the Salt Lake County Recorder.

Exhibit C

