

After Recording Return To:  
Branden Rosenhan and Stephen Barrett Morgan  
1640 East Millcreek Way  
Salt Lake City, Utah 84106

Tax ID. Nos. 16-33-129-041, 16-33-129-040

**175329-PCF**

*(Space above for recorders use only)*

## EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made as of this 17<sup>th</sup> day of April 2024, by and between Branden Rosenhan and Stephen Barrett Morgan (together, “**Morgan**”) and Branden Douglas Rosenhan and Tiffany Rosenhan (together, “**Rosenhan**”) (collectively, the “**Parties**”).

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

A. Morgan owns certain real property located in Salt Lake County, State of Utah, as described in Exhibit A hereto (the “**Morgan Property**”);

B. Rosenhan owns certain real property located in Salt Lake County, State of Utah, as described in Exhibit B hereto (the “**Rosenhan Property**”);

C. The Parties desire that a portion of the Rosenhan Property be designated as an easement (the “**Easement Area**”) for the benefit of the Morgan Property for the purposes stated herein, upon and subject to the terms and conditions of this Agreement. The Easement Area consists of that portion of the real property described in Exhibit C hereto that is located within the Rosenhan Property.

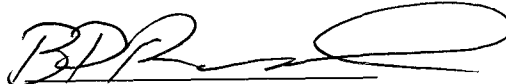
THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Grant of Access Easement. Rosenhan hereby grants unto Morgan a non-exclusive easement on, over and across the Easement Area for the purpose of ingress, egress, passage, and delivery by vehicles and pedestrians.

2. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein is appurtenant to the Morgan Property 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 Morgan and Rosenhan.


3. No Public Use/Dedication. The Easement Area is and shall remain private property except to the extent it becomes a dedicated public street. The use of the Easement Area is permissive and is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Easement Area for any public use.

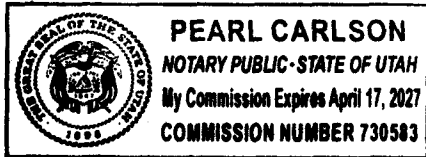
The Parties have executed this Agreement as of the date first written above.

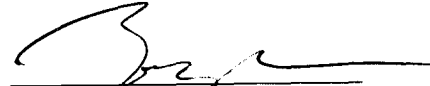
  
Branden Rosenhan

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On April 17, 2024, before me, a notary public, personally appeared **Branden Rosenhan**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same for its stated purpose.


  
(notary signature)

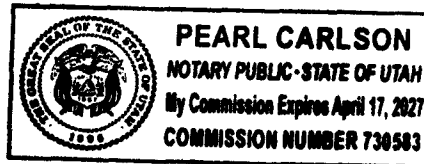


  
Stephen Barrett Morgan

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On April 17, 2024, before me, a notary public, personally appeared **Stephen Barrett Morgan**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same for its stated purpose.

  
(notary signature)

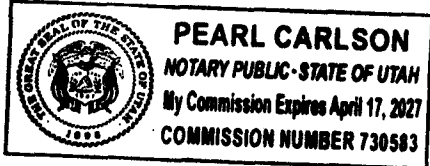



  
Branden Douglas Rosenhan

STATE OF UTAH            )  
COUNTY OF SALT LAKE    )

On April 17, 2024, before me, a notary public, personally appeared **Branden Douglas Rosenhan**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same for its stated purpose.

  
\_\_\_\_\_  
(notary signature)

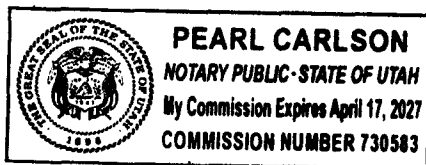


  
\_\_\_\_\_  
Tiffany Rosenhan

STATE OF UTAH            )  
COUNTY OF SALT LAKE    )

On April 17, 2024, before me, a notary public, personally appeared **Tiffany Rosenhan**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that she executed the same for its stated purpose.

  
\_\_\_\_\_  
(notary signature)



**Exhibit A**  
**(Morgan Property Legal Description)**

Beginning at a point South 11°00'00" East 146.74 feet from the Northwest corner of Lot 11, Block 2, MILL CREEK PARK PLAT "A" AMENDED, a Subdivision of part of the Northwest Quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, recorded October 4, 1926, in the Salt Lake County Recorder's Office in Book I of Plats, at Page 11, and running thence North 84°45'43" East 99.45 feet; thence South 00°30'00" East 198.97 feet; thence South 79°00'00" West 62.69 feet; thence North 11°00'00" West 205.63 feet to the point of beginning.

**Exhibit B**  
**(Rosenhan Property Legal Description)**

Beginning at a point at the Northwest Corner of Lot 11, Block 2, MILL CREEK PARK PLAT "A" AMENDED, a Subdivision of part of the Northwest Quarter of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian, recorded October 4, 1926, in the Salt Lake County Recorder's Office in Book 11 of Plats at Page 130, and running thence 141.74 feet along the arc of a 200-foot radius curve to the right (chord bears South 65°34'07" East, 138.79 feet); thence South 00°30'00" East 77.59 feet; thence South 84°45'43" West 99.45 feet; thence North 11°00'00" West 146.76 feet to the point of beginning.

**Exhibit C**  
**(Easement Area Legal Description)**

An easement 5 feet either side of the following described centerline:

Beginning at a point South 11°00'00" East 146.74 feet and North 84°45'43" East 14.94 feet from the Northwest corner of Lot 11, of said Subdivision, and running thence North 5°39'24" West 88.32 feet; thence North 08°15'48" West 26.25 feet; thence North 17°58'05" West 27.36 feet.