


WHEN RECORDED RETURN TO:

LaVal Ashworth, LLC
Attn: LaVal Drechsel
3198 North 2200 West
Salt Lake City, Utah 84106

14345816 B: 11549 P: 7461 Total Pages: 5
02/11/2025 11:28 AM By: BGORDON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: LAVAL DRECHSEL
ATTN: LAVAL DRECHSEL 3198 N 2200 W SALT LAKE CITY, UT 84106



PARCEL NO.: 08-09-276-022

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement"), dated August 19, 2024, is executed and recorded by **LAVAL ASHWORTH, LLC**, a Utah Limited Liability Company ("Ashworth"), and **LAVAL D FAMILY, LLC**, a Utah Limited Liability Company ("Family") (Ashworth and Family are collectively referred to as "LaVal").

RECITALS

- A. LaVal is the owner of the property located at 3198 North 2200 West, Salt Lake City, Utah (Salt Lake County Parcel Number 08-09-276-022) (the "Property").
- B. LaVal desires to subdivide the Property into two lots comprising Lot 1 and Lot 2 as shown on the Final Plat 3198 North Minor Subdivision Plat (the "Plat") recorded concurrently herewith. A copy of the Plat is attached hereto as EXHIBIT "A".
- C. LaVal desires to create an easement to provide for and memorialize utility services (e.g. water, sewer, power, and natural gas) to Lot 1 over, under, and across Lot 2.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

- 1. Grant of Easement. LaVal does hereby grant to Lot 1 an exclusive relocatable easement for the sole purpose of providing utility service (e.g. water, sewer, power, and natural gas) over, under, and across Lot 1 (the "Easement") as legally described in EXHIBIT "B" (the "Easement Area") and subject to the terms of this Agreement.
- 2. Purpose. The purpose of the Easement is to provide for the provision of utility services (e.g. water, sewer, power, and natural gas) service to Lot 1 over, under, and across Lot 2. The Easement Area shall be used for no other purpose by Lot 1.
- 3. Exclusivity. The Easement shall be used only for the benefit of Lot 1 for the Purpose stated herein, and not to the benefit of any other property or person. The owner of Lot 1 shall not sell, transfer, hypothecate, or otherwise cause the Easement or Easement Area to enure to the benefit of any other property owner or party.
- 4. Access. The owner of Lot 1 shall have the right to access the Easement Area at any time for the installation, repair, and maintenance of any utilities benefiting Lot 1.

5. Restriction on Interference. The owner of Lot 2 shall not cause any permanent structures to be erected over the Easement Area, nor take any action to interfere with the rights of Lot 1 to use the Easement Area for its intended purpose.
6. Maintenance and Repair. The owner of Lot 2 shall be responsible for the day-to-day maintenance and repair of the Easement Area. Provided however, that should the owner of Lot 1 commence any work in the Easement Area which causes material damage to the Easement Area, the owner of Lot 1 shall reasonably restore the Easement Area as closely as possible to its original condition.
7. Relocatable. If the owner(s) of Lot 1 and Lot 2 shall agree in writing the Easement described herein may be relocated, provided however, such relocation shall not materially: lessen the utility of the easement; after the relocation, increase the burden on the easement holder in the easement holder's reasonable use an enjoyment of the easement; impair an affirmative, easement-related purpose for which the easement was created; during or after the relocation, impair the safety of the easement holder or another person entitled to use and enjoy the easement; during the relocation, disrupt the use and enjoyment of the easement by the easement holder or another person entitled to sue and enjoy the easement, unless the servient estate owner substantially mitigates the duration and nature of the disruption; impair the physical condition, use, or value of the dominant estate or improvements on the dominant estate; impair the value of the collateral of a security-interest holder of record in the servient estate or dominant estate; impair a real property interest of a lessee of record in the dominant estate; or impair a recorded real-property interest of any other person in the servient estate or dominant estate.
8. Indemnification. The owner of Lot 1 and Lot 2 shall indemnify and hold the other from and against all claims, demands, liabilities, losses, costs, damages, penalties and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of or resulting from the use by such lot owner or its permittees of the Easement Area.
9. Covenants Run with the Land. All of the provisions, agreements, rights, powers, covenants, conditions, obligations, and easements contained in this Agreement shall be binding upon and inure to the benefit of the fee simple owners of the Lots in the Plat, as applicable, and their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Agreement shall be covenants running with the Lots in the Plat., as applicable, both for the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of the State of Utah.
10. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Agreement, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Salt Lake County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Agreement.

12. Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.
13. Entire Agreement. This Agreement, including the attached exhibits, contain the entire agreement with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein.
14. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the party concerned.

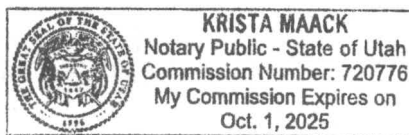
THE PARTIES HAVE EXECUTED THIS AGREEMENT as of the date first above written:

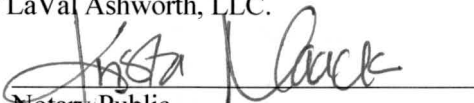
LAVAL ASHWORTH, LLC,
a Utah Limited Liability Company


BY: LAVAL DRECHSEL

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 23 day of September, 2024 before me, personally appeared LaVal Dreschsel, proved on the basis of satisfactory evidence to the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of LaVal Ashworth, LLC.



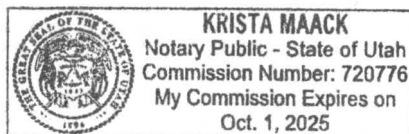

Notary Public

LAVAL D. FAMILY, LLC,
a Utah Limited Liability Company


BY: LAVAL DRECHSEL

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 23 day of September, 2024 before me, personally appeared LaVal Dreschsel, proved on the basis of satisfactory evidence to the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of LaVal Family, LLC.




Notary Public

[illegible]

**EXHIBIT B
(DESCRIPTION)**

A relocatable easement for the installation and maintenance of all utilities over, under, and across LOT 2 and benefiting LOT 1 of 3198 NORTH MINOR SUBDIVISION, at 3198 North 2200 West, Salt Lake City, Utah also being in Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Northwest Corner of LOT 2 of 3198 NORTH MINOR SUBDIVISION, said Northwest Corner also being South $89^{\circ}26'23''$ East 1210.540 feet along the Section line and SOUTH 2191.342 feet from the North Quarter Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence EAST 218.179 along the north line of said LOT 2 to the Northwest Corner of LOT 1 of said Subdivision; thence South $03^{\circ}17'21''$ East 32.35 feet along the line between said LOT 1 and LOT 2; thence North $88^{\circ}00'00''$ West 91.00 feet; thence North $84^{\circ}30'00''$ West 62.00 feet; thence South $89^{\circ}17'42''$ West 60.10 feet to the westerly line of said LOT 2; thence North $16^{\circ}55'48''$ West 25.00 feet along said westerly line to the point of beginning.

Contains 5878 square feet or 0.13495 acre, more or less.