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EASEMENT AGREEMENT

00186903 Bk00322 Pg00276-00278

WASATCH CO RECORDER-ELIZABETH M PARCELL
1996 MAY 14 11:39 AM FEE \$15.00 BY MWC
REQUEST: CARLSON, DAWN

This agreement is made the 12th day of December, 1993,
between Edward L. Bitterman and Jan L. Bitterman, and Robert A.
Peacock and Tonya A. Peacock, in connection with two adjoining Lots
located in Interlaken Estates #3, more specifically described
herein.

R E C I T A L S

Edward L. and Jan L. Bitterman, (Bittermans), are the owners
of certain real property, described as Lot 141, Interlaken #3;
Robert A. and Tonya A. Peacock, (Peacocks), are the owners of
certain real property, described as Lot 142, Interlaken #3.

The parties agree as follows:

1. For the sum of \$1,000.00 and the further consideration set out and following paragraph two of this agreement, the Peacocks grant the Bittermans an easement to access their Lot 141 running northwesterly following the base of a slope of a hill through the southwesterly portion of Lot 142 north of the existing blacktop road (Luzern Road). Said use shall not exceed a strip more than one rod in width.
2. The location of the Bitterman easement shall forever remain fixed, once established, in its original size, shape, and location, and shall not be widened.
3. The construction of the access(driveway) shall be by the use of imported fill material rather than making a side-hill cut to assure the integrity of the existing Peacock driveway on Lot 142.

Robert Peacock shall approve the construction and landscaping. Only that vegetation absolutely necessary to construct the access shall be removed.

4. The Bittermans grant Peacocks an easement to use that portion of Lot 141 where the driveway servicing Lot 142 now adjoins Lot 141. This easement is approximately fifteen (15) feet beyond the common boundary line of said two lots on the easterly boundary of Lot 141 and is fifty (50) feet in length.

5. The Peacock easement shall forever remain free of any above ground obstructions such as fences, trees, landscaping, or other constructions that would prohibit vehicle access or snow removal servicing Lot 142.

6. Snow removed from the Peacock driveway shall first be deposited on the uphill portion, on the eastern side of Lot 42. If needed, additional snow removed from the Peacock driveway may be deposited onto that portion of the Bitterman easement, which is located on Lot 142 and that portion of the Peacock easement, located on Lot 141. Bittermans and their successors in interest shall be responsible for the removal of any such snow thus deposited in the event the same interferes with their use for access.

7. Bittermans agree to indemnify and hold Peacocks harmless from any and all claims of any nature that might arise as a result of Bittermans', their agents', guests', visitors' or any third parties' use and construction of said access strip.

8. This document shall be duly recorded in the Wasatch County Recorder's Office.

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ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the then existing owners.

BINDING EFFECT

This agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, heirs and assigns and shall be a written condition of all subsequent sale(s) of said real property.

IN WITNESS WHEREOF the parties have executed this agreement this 12th day of December, 1993.

Edward L. Bitterman
Edward L. Bitterman

Robert A. Peacock
Robert A. Peacock

Jan L. Bitterman
Jan L. Bitterman

Tonya A. Peacock
Tonya A. Peacock

Subscribed and sworn to at Salt Lake City, Utah.
This 14th day of November, 1994.

Nancy J. Broadstone
NOTARY PUBLIC

My commission expires: May 14, 1998 00186903 Bk00322 Pg00278

