

MUTUAL EASEMENT

THIS AGREEMENT made this 6th day of ~~November~~ ^{December}, 1963, by and between CALVIN D. AGRICOLA and MARY JANE AGRICOLA, husband and wife, Parties of the First Part of Ogden, Weber County, Utah, and WILBUR E. HOPKINS and ADA E. HOPKINS, husband and wife, Parties of the Second Part of Ogden, Weber County, Utah; which expressions shall include its heirs, executors, administrators, agents or assigns of each of the parties,

WITNESSETH;

WHEREAS, the Parties of the First Part own and have title to the real estate located in Ogden, Weber County, Utah, described as follows:

A part of Lot 9, Block 30, Plat A of Ogden City Survey: Beginning at a point $2\frac{1}{2}$ rods West of the Northeast corner of said Lot, and running thence West $2\frac{1}{2}$ rods, thence South 20 rods; thence East $2\frac{1}{2}$ rods; thence North 20 rods to the place of beginning.

WHEREAS, the Parties of the Second Part own and have title to the real estate located in Ogden, Weber County, Utah, described as follows:

A part of Lot 9, Block 30, Plat A of Ogden City Survey: Beginning at the Northeast corner of Lot 9, thence West $2\frac{1}{2}$ rods, thence South 180 feet, thence $2\frac{1}{2}$ rods East, thence 180 feet, to the place of beginning.

WHEREAS, said properties are adjacent to each other and, WHEREAS, the parties hereto in consideration of the sum of One Dollar (\$1.00) to each other paid, hereby grant to each other an easement of right-of-way along said North-South adjoining boundary line of said properties.

NOW, THEREFORE, pursuant to said agreement and for the consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and of the mutual covenant agreement and conditions for stipulation herein contained, it is mutually agreed

by and between the parties as follows:

1. The party of the First Part hereby grants unto the party of the Second Part, its heirs and assigns, as easement and right-of-way in common with all others having the like right at all times hereafter, with or without automobile or other vehicle for the purpose of Ingress and Egress to and from any portion of Second Party's property and for all purposes connected with the uses of said property to pass along and over a strip of land 12 feet wide extended along upon the West line of Second Party's property hereinabove described.

2. The Second party hereby grants unto the party of the First part, its heirs and assigns, an easement and right-of-way in common with all others having the like right at all times hereafter, with or without automobile or other vehicle for the purpose of Ingress and Egress to and from any portion of First party's property and for all purposes connected with the use of said property to pass along and over a strip of land 12 feet wide extended along upon the East line of said First party's property hereinabove described.

3. Said Mutual and Common easement is described as follows:

Part of Lot 9, Block 30, Plat A to Ogden City Survey, Ogden City, Weber County, Utah, beginning 33.0 feet West of the Northeast corner of Lot 9, Block 30, Plat A thence South 180 feet, thence West 12 feet, thence North 180 feet, thence East 12 feet to the place of beginning.

4. It is understood and agreed by and between the parties hereto that the easements granted herein are to be held by the respective Grantee, its heirs and assigns, as appurtenant to the land owned by said Respective Grantee.

5. This agreement has been executed in triplicate by the parties hereto and each executed a copy, such copy shall be

considered an original.

IN WITNESS WHEREOF, the Parties hereto have hereunto
set their hand this 6th day of ~~November~~^{December}, 1963.

Calvin D. Agricola
CALVIN D. AGRICOLA

Mary Jane Agricola
MARY JANE AGRICOLA

"Parties of the First Part"

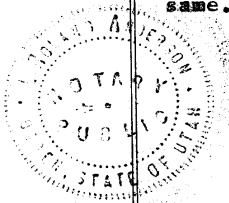
Wilbur E. Hopkins
WILBUR E. HOPKINS

Ada E. Hopkins
ADA E. HOPKINS

"Parties of the Second Part"

STATE OF UTAH)
: ss
COUNTY OF WEBER)

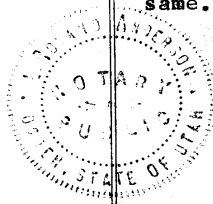
On the 6th day of ^{December}~~November~~, 1963, personally appeared before me CALVIN D. AGRICOLA and MARY JANE AGRICOLA, husband and wife, who acknowledged to me that they are the signers of the within instrument, and who duly acknowledged to me that they executed the same.



L. Randolph Anderson
NOTARY PUBLIC
RESIDING AT OGDEN, UTAH
MY COMMISSION EXPIRES: 7/20/65

STATE OF UTAH)
: ss
COUNTY OF WEBER)

On the 6th day of ^{December}~~November~~, 1963, personally appeared before me WILBUR E. HOPKINS and ADA E. HOPKINS, husband and wife, who acknowledged to me that they are the signers of the within instrument, and who duly acknowledged to me that they executed the same.



L. Randolph Anderson
NOTARY PUBLIC
RESIDING AT OGDEN, UTAH
MY COMMISSION EXPIRES: 7/20/65

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Compared Page

FILED AND RECORDED FOR
Robert L. Newmy
1964 JAN 20 PM 2 51

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Ruth Eames Olsen