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30 OCTOBER 89 11:49 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: REBECCA GRAY , DEPUTY

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EASEMENT AGREEMENT AND
CONSENT OF FIRST TRUST DEED HOLDER

WHEREAS:

a. McRay Magleby and Dianne D. Magleby (hereinafter the "Maglebys") own the following described real property located in Salt Lake County, State of Utah (hereinafter referred to as the "Magleby Property"):

BEGINNING at a point which is South 88° East 48.63 feet and North 58° East 69.4 feet and South 80° East 15.75 feet from the Northeast corner of CALLISTER SUBDIVISION which point is in the center of Spring Creek and is also 520.39 feet North and 3049.44 feet East of the South quarter corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the center of Spring Creek the following 5 courses and distances, South 80° East 38.25 feet; thence North 40° East 66.0 feet; thence North 61° East 56.0 feet; thence South 82° East 25.0 feet; thence North 38° East 40.0 feet; thence South 75° East 76.26 feet to the center line of the Upper Canal; thence South 30°10' West 76.28 feet; thence South 53°10' West 16.77 feet; thence South 49°08' West 80.85 feet; thence South 45°55' West 75.0 feet; thence North 40° West 132.78 feet to a point of BEGINNING;

b. Citibank (Utah), a Utah corporation (hereinafter "Citibank") owns the following described real property located in Salt Lake County, State of Utah (hereinafter referred to as the "Citibank Property"):

Beginning at a point North 626.17 feet and East 3059.18 feet from the South Quarter of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 30 degrees 30 minutes 50 seconds West 157.246 feet; thence North 58 degrees 00 minutes 00 seconds East 69.40 feet; thence South 80 degrees 00 minutes 00 seconds East 54.00 feet; thence North 40 degrees 00 minutes 00 seconds East 66.00 feet; thence North 61 degrees 00 minutes 00 seconds East 56.00 feet; thence South 82 degrees 00 minutes 00 seconds East 25.00 feet; thence North 38 degrees 00 minutes 00 seconds East 21.02 feet; thence North 40 degrees 52 minutes 00 seconds West 86.09 feet, more or less, to the upper canal; thence 120 feet; more or less along said canal to the point of beginning;

Beginning at a point on the centerline of the upper canal, said point of beginning being North 673.99 feet and East

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3164.15 feet from the South quarter corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence along said Centerline of the upper canal as follows: North 39 degrees 41 minutes 00 seconds East 100.00 feet; thence North 53 degrees 00 minutes 00 seconds East 40.00 feet; thence North 36 degrees 34 minutes 00 seconds East 61.00 feet; thence North 67 degrees 04 minutes 00 seconds East 61.00 feet; thence North 67 degrees 04 minutes 00 seconds East 28.50 feet; thence South 28 degrees 47 minutes 00 seconds East 18.00 feet to the intersection of Spring Creek; thence continuing along the centerline of the upper canal South 10 degrees 15 minutes 00 seconds East 21.50 feet; thence South 0 degrees 44 minutes 00 seconds East 100.00 feet; thence South 6 degrees 00 minutes 00 seconds West 100.00 feet; thence leaving said centerline North 75 degrees 00 minutes 00 seconds West 97.00 feet; thence South 38 degrees 00 minutes 00 seconds West 18.98 feet; thence North 40 degrees 52 minutes 00 seconds West 18.98 feet; thence North 40 degrees 52 minutes 00 seconds West 86.09 feet to the point of beginning; and

BEGINNING at a point North 673.99 feet and East 3164.15 feet and South 40 degrees 52 minutes 00 seconds East 86.09 feet from the South quarter corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38 degrees 00 minutes 00 seconds East 18.98 feet; thence South 75 degrees 00 minutes 00 seconds East 97.00 feet, more or less, to the upper canal; thence South 37 degrees 22 minutes 00 seconds West 74.62 feet, more or less, along said upper canal; thence North 40 degrees 52 minutes 00 seconds West 91.84 feet, more or less, to the point of beginning; and

c. The existing concrete driveway and utility lines thereunder providing access and service to the Citibank Property are located and encroach upon the Magleby Property; and

d. Citibank desires to acquire a perpetual easement for ingress, egress and existing utility lines as set forth below over, under and across a portion of the Magleby Property.

THEREFORE, in consideration of the mutual promises set forth in this Easement Agreement and Consent of First Trust Deed Holder (referred to herein as the "Agreement"), and payment by Citibank to the Maglebys of \$10.00 (the receipt and sufficiency of which is hereby acknowledged) Citibank and the Maglebys agree to the following:

1. Maglebys hereby grant and convey to Citibank and its successors in interest to the Citibank Property a perpetual

and permanent nonexclusive easement for ingress, egress and existing utility lines over, under and across the existing concrete driveway located upon the Magleby Property, the exact location of which is shown by the darkened portion of a partial copy of a survey done by Bush & Gudgell, Inc., which partial copy is attached to and incorporated in this Agreement as Exhibit "A".

2. Citibank and its successors in interest to the Citibank Property shall have all the rights in the easement necessary for the normal and usual use of a driveway leading to a residential property and for the necessary repair, maintenance, installation and replacement of the driveway and utility lines that may be located under the driveway.

3. Citibank and its successors in interest to the Citibank Property shall have the right to widen the existing driveway to a maximum of twenty (20) feet, but only in the event, to the extent, and at such time, as Salt Lake County and/or any other governmental subdivision having jurisdiction over the matter requires the Citibank Property owner to widen the driveway to satisfy the requirements of existing Salt Lake County ordinances. In such event, the owner of the Citibank Property shall widen the driveway at its sole expense, repair any damage done to the Magleby Property and shall only widen the driveway in the location or locations as chosen and directed by the owner of the Magleby Property. Further, Citibank and its successors shall not voluntarily notify Salt Lake County or any other governmental authority that a violation of existing ordinances based on the present width of the driveway may exist.

4. The owner of the Citibank Property shall be responsible for the reasonable and necessary maintenance and repair of the driveway described above in Paragraph 1 and shaded on Exhibit "A" and shall hold the owner of the Magleby Property harmless from any claims by third parties for loss or damage, including reasonable attorney fees, against the owner of the Magleby Property and arising out of or in connection with the use of or failure to maintain the driveway, but only to the extent that such claims for loss or damage are not caused by the owner of the Magleby Property. The owner of the Magleby Property shall give the owner of the Citibank Property timely notice of any such claims, loss or damage or any potential claim, loss or damage as soon as is reasonably appropriate.

5. In reference to Exhibit "A" attached hereto, both parties claim a right of access from Naniloa Drive to the Magleby Property. Both parties and their successors in

interest to their respective properties covenant and agree not to take any action to deny or prevent the other party from having access from Naniloa Drive to the Magleby Property.

6. The easement granted herein shall be a perpetual and appurtenant benefit to the Citibank Property and shall be a perpetual and appurtenant burden to the Magleby Property.

7. The Maglebys represent that they own fee title to the property referred to herein as the Magleby Property and have the right to convey the easement to the extent it lies within the bounds of the Magleby Property.

8. The easement granted herein is only given to the extent the Maglebys own fee title to the real property lying within the bounds of the easement granted herein.

9. The easement provided herein shall run with the land.

10. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest to the Magleby property and Citibank Property.

DATED this 10th day of OCT, 1989.

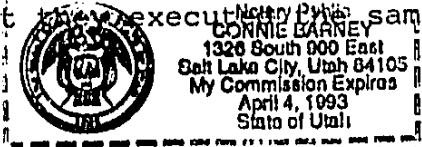
Citibank (Utah)

McRay Magleby By: David Carlson
McRay Magleby Its: vice president

Dianne D. Magleby
Dianne D. Magleby

State of Utah)
) ss.
County of Salt Lake)

On the 25th day of October, 1989, personally appeared before me McRay Magleby and Dianne D. Magleby, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.



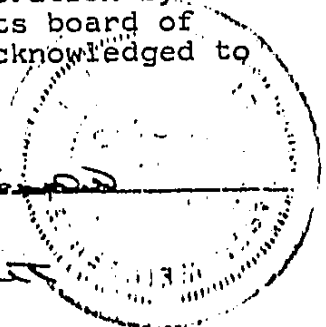
Connie Barney
Notary Public

My Commission Expires: 4-4-93 Residing at: Salt Lake City, UT

State of Utah)
) ss.
County of Salt Lake)

On the 26th day of October, 1989, personally appeared before me DAVID E. POULSEN, who being by me duly sworn, did say that he is the Vice President of Citibank (Utah), a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said DAVID E. POULSEN acknowledged to me that said corporation executed the same.

David E. Poulsen
Notary Public



My Commission Expires: 9-15-91 Residing at: SLC, UT

CONSENT

The undersigned is the current beneficiary under that certain Deed of Trust dated May 13, 1987, having an original principal amount of \$80,450.00, which Deed of Trust names McRay Magleby and Dianne Magleby as trustors, United Savings and Loan Association as beneficiary, and was recorded in the Salt Lake County Recorder's Office, State of Utah, as Entry No. 4459176, in Book 5919, at Page 2054. The undersigned, in consideration of Ten Dollars (\$10.00) paid to it by Citibank (Utah) and the Maglebys, the receipt and sufficiency of which is hereby acknowledged, does hereby consent and agree to the foregoing Easement Agreement and Consent of First Trust Deed Holder and the grant of easements and declaration of covenants as contained therein.

EXECUTED this 10th day of OCT, 1989.

Western Mortgage Loan Corporation

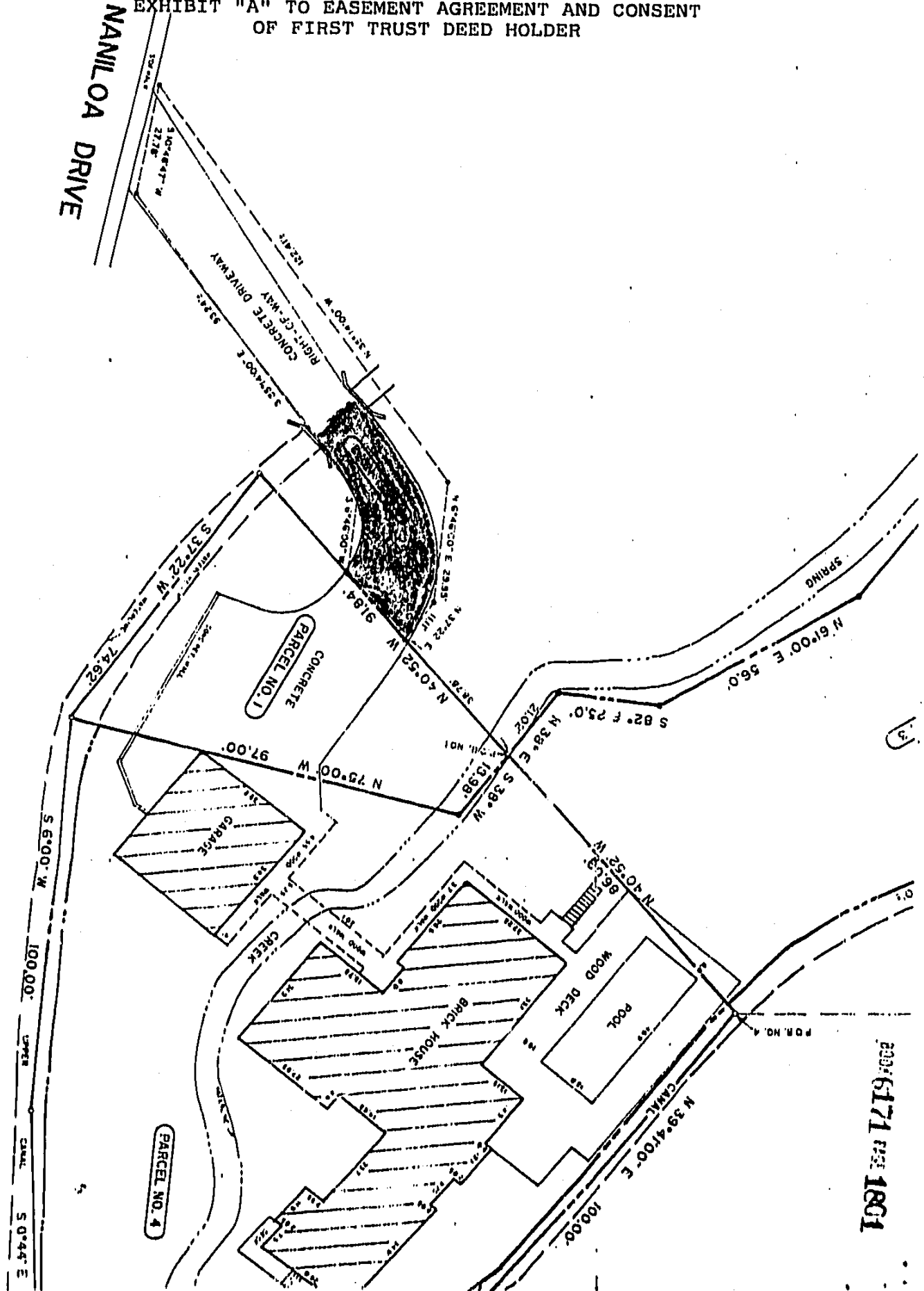
By: S. Neal Berube

Its: Vice President

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EXHIBIT "A" TO EASEMENT AGREEMENT AND CONSENT
OF FIRST TRUST DEED HOLDER

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