

## AGREEMENT AND EASEMENT FOR FENCE

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the enjoyment of the benefits of the fence hereafter described, and other good and valuable considerations, the undersigned fee owners, James S. Norton and Evangeline Norton, Grantors, do hereby sell, convey, and warrant to Grantees Eric Wayne Lewis and Mary Kristen Lewis, a temporary construction easement over and/or across a certain parcel of real property lying and being situated in Utah, County, known as the parcel serial number 34:383:0005, a more accurate description of said property being attached hereto and made a part hereof as though fully copied herein in words and figures and marked Exhibit "A", to construct, build, install and/or place a fence in the location hereafter described as "fence location" and marked Exhibit "C". The duration of the said temporary construction easement shall be until the completion of the construction of the fence, or December 31, 2014, whichever occurs first.

The Grantees covenant that the cost of fence materials and cost shall be borne by Grantees alone.

The Grantees covenant that fence materials, appearance and features will comply with all relevant state, county, city of Cedar Hills, and Avanyu Acres Home Owners Association ordinances, conditions, covenants and requirements, including those pertaining to fence design, aesthetics, features, location, permitting, and approvals. Grantees covenant to compensate and/or reimburse Grantors for any costs, fines, penalties, or fees incurred by Grantor arising out of Grantees failure to secure and obtain all requisite approvals, permits, for fence construction.

The Grantees covenant that fence materials, appearance and features will not materially deviate from design and plans agreed to Grantors. By signing this agreement Grantors acknowledge they have inspected fence plans, design, color, materials and do hereby agree and approve fence as represented by Grantee.

The Grantees covenant that following construction of said fence improvements it will return the surface to as near as original condition as possible, and restore, repair and correct any landscaping features or irrigation systems owned by Grantor damaged as a result of fence construction.

For and in the same consideration as heretofore described, a future reversion interest held by Grantor in subject fence, and other good and valuable considerations, the Grantors do hereby sell, convey, and warrant to Grantees a temporary right-of-way easement over and across a certain parcel of real property heretofore described, incorporated into this agreement, and marked Exhibit "A", to use, enjoy, inspect, repair, maintain, replace, and rework a fence and other appurtenances thereunto required, over and/or across said real property marked Exhibit "A".

The duration of said temporary easement and right-of-way shall be until Grantees' ownership interest in a certain parcel of real property lying and being situated in Utah, County, known as the parcel serial number 34:383:0010, a more accurate description of said property being attached hereto and made a part hereof as though fully copied herein in words and figures



and marked Exhibit "B", terminates by request of both Grantees in writing to Grantors, or ceases, becomes anything less than fee simple, lessens in any way from Grantees' ownership interest held by Grantees' as of 4:00 pm MDT, July 3, 2014, passes to either Grantee's estate or heirs, or is transferred to any trust, revocable or otherwise, and excluding future utility easements or conveyances of mineral rights given by Grantees to third parties, the aforementioned temporary easement and right-of-way shall immediately terminate, and all ownership interests in and of the fence lying on or across Exhibit A shall revert to Grantors.

It is understood and agreed that this easement and right-of-way shall give and convey to the Grantee herein the right of ingress and egress upon the lands above described for the purpose of constructing, inspecting, maintaining and repairing the above described fence.

The Grantors retain full rights to terminate this easement and agreement at any time prior to the conditions herein set for the termination of all temporary easements herein granted, and upon such a premature termination promise to reimburse Grantee 50% of all documented costs of fence construction and installation, and permit fees.

It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

Grantor herein reserves all oil, gas, and other minerals in, on, and under Exhibit A.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind made between the Grantor and Grantee.

The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

WITNESS THE SIGNATURE(S) of the Grantors on this the 17 day of

July, 2014.

James S. Norton Evangeline Norton  
Grantor Signature

July 14, 2017  
Date

JAMES S. & EVANGELINE NORTON  
Print or Type Name

7

Evangeline Norton  
Grantor Signature

7-17-14  
Date

Evangeline Norton  
Print or Type Name

STATE OF Utah  
COUNTY OF Utah

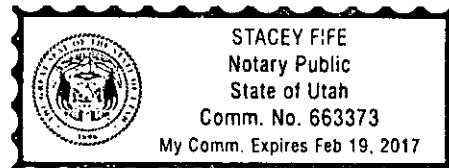
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Grantors, who acknowledged that she/he/they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY OFFICIAL SEAL this the 17 day of July, 2014

Stacey Fife  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Feb 19, 2017



Eric Wayne Lewis  
Grantee Signature

7/16/14  
Date

Eric Wayne Lewis  
Print or Type Name

Mary Kristen Lewis  
Grantee Signature

7-16-14  
Date

Mary Kristen Lewis  
Print or Type Name

STATE OF Utah  
COUNTY OF Utah

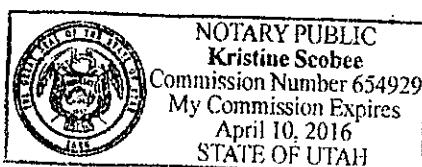
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Grantees, who acknowledged that she/he/they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY OFFICIAL SEAL this the 16 day of July, 2014.

K. Scobee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 10, 2016



**Exhibit A**

Property address: 9549 N Avanyu Dr, Cedar Hills, UT 84062-8795

Acreage: 0.324

Legal Description: LOT 5, PLAT B, AVANYU ACRES PUD SUBDIVISION

**ALSO KNOWN AS:**

C NW COR. SEC. 8, T5S, R2E, SLB&M  
R 0  
C  
G 0.9997  
T S00-00-00E 157.67  
T N90-00-00E 1985.76  
B S43-55-51W 84.91  
C ACTUAL COURSE = S43-55-53W 84.91  
B S11-00-59W 102.82  
C ACTUAL COURSE = S11-00-53W 102.82  
B S89-59-42E 118.87  
C ACTUAL COURSE = S89-59-37E 118.87  
B N19-34-03W 5.44  
C ACTUAL COURSE = N19-34-05W 5.44  
B CD N21-07-28E 54.77 42 R S  
C ARC LENGTH = 59.66 FEET  
B N28-48-42W 120.83  
C ACTUAL COURSE = N28-48-43W  
C 120.83 TO THE POB  
C TO THE POB

Exhibit B

Property address: 9572 N Aztec Dr, Cedar Hills, UT 84062-8795

Acreage: 0.316

Legal Description: LOT 10, PLAT B, AVANYU ACRES PUD SUBDIVISION

ALSO KNOWN AS:

C NW COR. SEC. 8, T5S, R2E, SLB&M  
R 0  
C  
G 0.9997  
T S00-00-00E 125.55  
T N90-00-00E 2016.7  
B N66-34-54W 132.86  
C ACTUAL COURSE = N66-34-51W 132.86  
B CD S31-03-36W 77.81 314 R S  
C ARC LENGTH = 78.01 FEET  
B CD S33-58-12W 34.63 236 L S  
C ARC LENGTH = 34.66 FEET  
B S61-01-33E 104.66  
C ACTUAL COURSE = S61-01-30E 104.66  
B N43-55-51E 84.91  
C ACTUAL COURSE = N43-55-53E 84.91  
B N43-55-51E 44.60  
C ACTUAL COURSE = N43-55-50E 44.6  
C TO THE POB

**Exhibit C**  
**Fence Location**

The location of the fence shall be within an area two feet, (24 inches) wide, and 84.91 feet in length, the length dimension running parallel along the adjoining boundary between the real property parcels herein described as Exhibit A and Exhibit B, and the width dimension perpendicular thereto. The adjoining boundary is northeast-southwest trending line, 84.91 feet in length and constitutes the entire boundary demarcating the abutment of the two real property parcels herein described as Exhibits A and B.

