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25 FEBRUARY 91 03:02 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
PARAMOUNT TITLE  
REC BY: KARMA BLANCHARD, DEPUTY

**MUTUAL DRIVEWAY EASEMENT**

RECITALS:

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

The West 1/2 of Lot 45, and all of Lot 46, Block 2 HACKETT'S ADDITION, according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah;

b. Dorothy Evelyn Waagen (hereinafter "Waagen") owns the following described real property located in Salt Lake County, State of Utah (hereinafter referred to as the "Waagen property"):

All of Lot 44, and the East 1/2 of Lot 45, Block 2, HACKETT'S ADDITION, being a subdivision of Lots 2, 3 and 4, Block 3, Five Acre Plat "A", Big Field Survey;

c. An existing driveway is located over the approximate East five feet of the Gilchrist property and over the approximate West five feet of the Waagen property;

d. The driveway has been used by the owners of each property for access to existing garages;

e. Gilchrist and Waagen desire to clarify their respective rights to use the mutual driveway;

THEREFORE, for valuable consideration and in exchange of the mutual promises set forth in this agreement, Gilchrist and Waagen agree to the following:

1. Gilchrist hereby grants to Waagen, or her successors in interest to the Waagen property, that portion of the existing driveway that sits on the approximate East five feet of the Gilchrist property, which easement shall be a perpetual and appurtenant benefit to the Waagen property and shall be a perpetual and appurtenant burden to the Gilchrist property.

2. Waagen hereby grants to Gilchrist, or his successors in interest to the Gilchrist property, that portion of the existing driveway that sits on the approximate West five feet of the Waagen property, which easement shall be a perpetual and appurtenant benefit to the Gilchrist property and shall be a perpetual and appurtenant burden to the Waagen property.

3. The owners of the Gilchrist and Waagen properties shall each bear 50% of the cost of maintaining the driveway.

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4. Gilchrist and Waagen represent that they have the power and right to grant the easements set forth in this agreement.

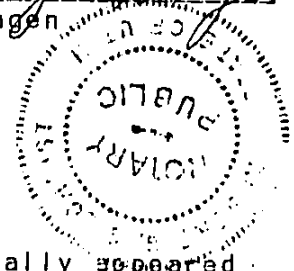
5. The owners of the Gilchrist property and the Waagen property will not use the driveway in a manner that interferes with the other's use of the driveway.

DATED this 21<sup>st</sup> day of February, 1991.

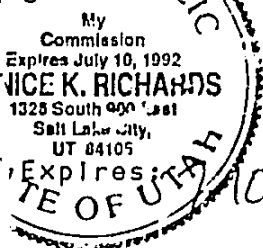
[Signature]  
Robert Gilchrist

[Signature]  
Dorothy Evelyn Waagen

State of Utah )  
County of Salt Lake ) ss.



On the 22<sup>nd</sup> day of February, 1991, personally appeared before me Robert Gilchrist, the signer(s) of the foregoing instrument who duly acknowledged to me that he executed the same.



[Signature]  
Notary Public

My Commission Expires: 10-92

Residing at: SLO, ut

State of Utah )  
County of Salt Lake ) ss.

On the 21<sup>st</sup> day of February, 1991, personally appeared before me Dorothy Evelyn Waagen, the signer(s) of the foregoing instrument who duly acknowledged to me that she executed the same.

[Signature]  
Notary Public

My Commission Expires:  
7-21-91

Residing at:  
SEC utah

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