

PERMANENT EASEMENT AGREEMENT

02/08/96 3101 PM 15.00
NAMCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARABURT TITLE REC BYIR ZITO DEPUTY - WI

Recitals:

Gary R. Hansen and Linda D. Hansen (Hansens) own the following described real property located in Sait Lake County, State of Utah:

Beginning 2 1/2 rods West from the Southeast corner of Lot 1, Block 63, Plat "D", Sait Lake City Survey; thence North 7 1/2 rods; thence West 2 1/2 rods; thence South 7 1/2 rods; thence East 2 1/2 rods to Beginning (Parcel 1):

Gary R. Hansen and Linda D. Hansen (Hunsens) own the following described rea! property located in Sait Lake County, State of Utah:

Commencing at the Southeast corner of Lot 1, Block 63, Plat "D", Sait Lake City Survey, and running thence West 2 1/2 rods; thence North 7 1/2 rods; thence East 2 1/2 rods; thence South 7 1/2 rods to the place of beginning. Subject to a right of way over the North 11 feet thereof (Parcel 2);

- An existing tree is located on a small portion of the Northwest corner of Parcel 2 which portion is inside the fence appurtenant to Parcel 1;
- Hansens desire to create a permanent easement that will enable the owners of Parcel 1 to have exclusive use of the following described portion of Parcel

Commencing at a point 41-25 feet West and 103.75 feet North from the Southeast corner of tot 1, Block 63, Plat "Du, Salt Lake City Survey, and running thence North 20 feet; thence East 15 feet; thence Southwesterly to the point of Commencement (Tree Parcel) (See shaded area of attached See Exhibit "A"

Now therefore, Hansens agree to the following:

- a. Hunsens hereby grant Hansens and Hansens's successors to Parce! 1 a perpetual and appurtenant easement for the continued existence and maintenance of the tree and Tree Parcel described in paragraph 4 of this agreement. This easement will be a perpetual and appurtenant burden to Parce! 2 and will be a perpetual and appurtenant benefit to Parcel 1;
- b. Hansen and Hansens's successors to Parcel 1 will maintain the tree and landscaping described in paragraph 4 of this agreement. This covenant will be a perpetual and appurtenant burden to Parcel 1 and will be a perpetual and appurtenant benefit to Parcel 2;
- c. Hansen and Hansens's successors will pay the annual general property taxes on all of Parcel 2; Hansen and Hansens's successors will pay the annual general property taxes on all of Parcel 1.
- d. This agreement will bind the successors, heirs or assigns of Hansens. (Continued . . .)

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03/22/96 1146 PM 16.00
MANCY WORKHAN
RECORDER, SALT LAKE COUNTY, UTAH
PARADOUNT TITLE
REC 879J MORETRIX DEPUTY - WI DEPUTY - NI

3-22-96 1:46P

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| Dated this day of Tevenary, 1996. |
|--|
| Jan & Dansen |
| Gery R. Hansen |
| Linda D. Hansen |
| State of Wat) |
| County of Salt Lakor ss. |
| On the Manager and Linda D. Hansen, the Algebra (c) of the forecast from the forecas |
| Gary R. Hausen and Linda D. Hansen, the digner(s) of the foregoing instrument who duly acknowledged to me that they executed the same. |
| TAMARY PUBLIC TAMARY PUBLIC 1320 BOAT NOOFTH 1320 BOAT 900 Eas; Bat Lake City, Utah 84105 |
| My Commission Explose March 1, 1993 State of Utch Notary Public |
| My Commission Expires: Residing at: |
| This Agreement is being re-recorded to correct the legal description of the easement. |
| We agree to this correction: |
| Michael A. Kligman Michael A. Kligman |
| Linda D. Hansen |
| State of Usah ; |
| County of Salt Lake ss. |
| On the <u>Janh</u> day of <u>Februar</u> , 1996, personally appeared perfore me Gary R. Hansen and Linda D. Hansen, the signer(s) of the coregoing instrument who duly acknowledged to me that they executed the name. |
| DEBUTE J. HEARNGWAY 1323 BOWN 900 East Not by Public DEBUTE J. HEARNGWAY 1323 BOWN 900 East Not be Constant |
| Notary Public Notary Public Notary Public Notary Public |

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

On the <u>Alst</u> day of <u>March</u>, 1996, personally appeared before me Michael A. Kligman, the signer(s) of the foregoing instrument who duly acknowledged to me that he executed the same.

DEBOTE I KEMINGWAY

1329 Bouth 900 East

Sak Lake City, Unit 64 105

My Commission Expires

Conden 17, 1992

Option 17, 1992

Residing at: 5CG Cut

Commencing at a point 41.25 feet West and 92.75 feet North from the Southeast Corner of Lot 1, Block 63, Plat "D", Salt Lake City Survey, and running thence North 20 feet to the South side of an 11.0 foot easement; thence East along the South side of the 11.0 foot easement 15 feet; thence Southwesterly to the point of Commencement.

