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Craig A. Hoggan  
Dart, Adamson & Donovan, LLC  
370 E. South Temple, Suite 400  
Salt Lake City, Utah 84111

**ENTRY NO. 00855787**

09/29/2008 10:15:46 AM B: 1950 P: 1514

Easements PAGE 1/6

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 21.00 BY ADAMSON & HOGGAN LLC



### EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made this 18<sup>th</sup> day of September, 2008, by and between Kelly G. and Catherine D. Cardon ("Grantors") and Jonathan and Ruth Silverstein ("Grantees").

WHEREAS, Grantors are the owners of 1268 Empire Avenue, in Summit County, State of Utah, which is more particularly described as follows:

SNYDERS ADDITION BLK 18 BLOCK: 18 LOT: 28 PLAT: 0S 16 T 2S  
R 4E LOT 28 BLK 18 SNYDERS ADDITION TO PARK CITY  
TOGETHER WITH A 2 FT WIDE NON-EXCLUSIVE EASEMENT  
ACROSS & THRU LOT 17 BLK 48 SNYDERS ADDITION  
ADJACENT & PARALEL TO N'LY LOTLINE M65-387-388M230-180  
700-253-1175-753 1660-630  
1753-1281

(sometimes hereafter referred to as "Snyders Addition Lot 28" or "Grantors' Property");

WHEREAS, Grantees are the owner of 1261 Norfolk Avenue, in Summit County, State of Utah, which is more particularly described as follows:

1259 NORFOLK AVENUE SUBDIVISION LOT: 2 LOT 2, 1259  
NORFOLK AVENUE SUBDIVISION; ACCORDING TO THE  
OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS  
OFFICE CONT 2325 SQ FT OR 0.05 AC 1620-271 (1628-1114) 1661-  
151 1682-1856 1934-1023

(sometimes hereafter referred to as "Norfolk Avenue Subdivision Lot 2" or "Grantees' Property");

WHEREAS, Grantees' Property abuts Grantors' Property, and is located on a downhill slope below Grantors' Property to the East;

WHEREAS, from time to time, Grantees have experienced problems with flooding and water runoff from Grantors' Property onto Grantees' Property;

WHEREAS, Grantees desire to construct a drain system along the property line between their property and Grantors' Property, and desire an easement across of a portion of Grantors' property in order to install and maintain a drain pipe and gravel drain field, as well as certain landscape improvements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantees, a perpetual easement (the "Easement") over and across the Eastern 20 inches of Snyders Addition Lot 28.

2. Scope. The Easement hereby granted is for the benefit of the owner of Norfolk Avenue Subdivision Lot 2, and their successors and assigns, over and across Snyders Addition Lot 28, and is defined in scope as follows:

A perpetual easement over and across the East 20 inches of Snyders Addition Lot 28, which allows the owners of Norfolk Avenue Subdivision Lot 2 to use that portion of Snyders Addition Lot 28 in any manner they see fit, including, but not limited to, the right to construct and maintain a gravel drainage field, a drainage pipe and landscape improvements on that area.

3. Term. The Easement granted herein shall run with the land and shall be effective and binding on the parties upon execution of this Agreement and shall be perpetual in its term, and shall not be extinguished by nonuse or abandonment, or transfer of any interest in the properties affected by this Agreement, but shall remain as a burden to Snyders Addition Lot 28 for the benefit of Norfolk Avenue Subdivision Lot 2, according to the terms hereof.

6. Cooperation. Each party agrees to cooperate in the execution of any other documents reasonably requested to evidence and carry out the terms of this Agreement.

7. Notices. All notices, statements, demands, approvals, or other communications to be given with regard to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid. If mailed, the notice will be deemed to have been given 24 hours after the date of mailing. The addresses of the parties to which such notices are to be sent will be those of which the other party or parties actually receive notice, and until further notice are as follows:

If to Grantors:

Kelly G. and Catherine D. Cardon  
3856 Washington Blvd  
Ogden, Utah 84403

If to Grantee,

Jonathan S. and Ruth A. Silverstein  
PO Box 680050  
Park City, Utah 84068-0050

8. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement become illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

9. Successors and Assigns. This Agreement and the Easement granted herein shall run with Snyders Addition Lot 28 and Norfolk Avenue Subdivision Lot 2, and shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors and assigns, and all persons claiming by, through or under them. Any reference made herein to Grantors or Grantees is intended to refer also to any of their respective transferees, successors and assigns, and all persons claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date written above.

GRANTOR:



Kelly G. Cardon

STATE OF UTAH )  
                  Weber : ss.  
COUNTY OF SUMMIT )

On the 19 day of Sept., 2008, personally appeared before me Kelly G. Cardon, the signer of the within instrument, who duly acknowledged to me that he executed the same.



*Shauna Westley*  
Notary Public

GRANTOR:

*Catherine D Cardon*

Catherine D. Cardon

STATE OF UTAH )

Weber : ss.

COUNTY OF SUMMIT )

On the 18 day of Sept., 2008, personally appeared before me Catherine D. Cardon, the signer of the within instrument, who duly acknowledged to me that she executed the same.



*Shauna Westley*  
Notary Public

GRANTEE:

SEE FOLLOWING PAGE

Jonathan S. Silverstein

STATE OF UTAH )

: ss.

COUNTY OF SUMMIT )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me Jonathan S. Silverstein, the signer of the within instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

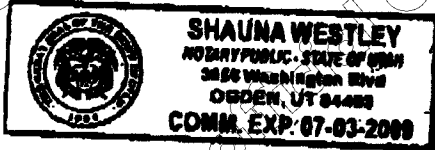
GRANTOR:

*Catherine D. Cardon*  
Catherine D. Cardon

STATE OF UTAH )

                  Weber : ss.  
COUNTY OF SUMMIT )

On the 18 day of Sept., 2008, personally appeared before me Catherine D. Cardon, the signer of the within instrument, who duly acknowledged to me that she executed the same.



*Shauna Westley*  
Notary Public

GRANTEE:

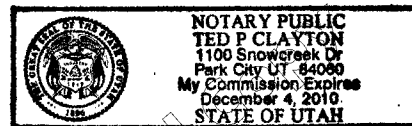
*Jonathan S. Silverstein*  
Jonathan S. Silverstein

STATE OF UTAH )

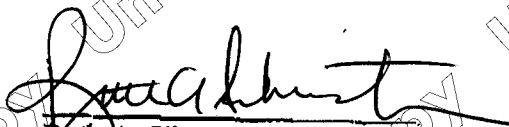
                  : ss.  
COUNTY OF SUMMIT )

On the 24 day of September, 2008, personally appeared before me Jonathan S. Silverstein, the signer of the within instrument, who duly acknowledged to me that he executed the same.

*Ted P. Clayton*  
Notary Public



GRANTEE:



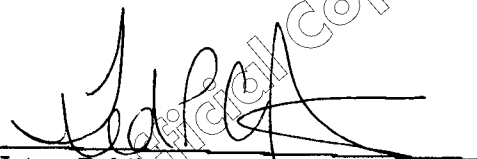
Ruth A. Silverstein

STATE OF UTAH )

: ss.

COUNTY OF SUMMIT )

On the 24 day of September, 2008, personally appeared before me Ruth A. Silverstein, the signer of the within instrument, who duly acknowledged to me that she executed the same.



Notary Public

