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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
US TITLE OF UTAH
BY: SBM, DEPUTY - WI 10 P.

Recording Requested by
and When Recorded Return to:

Lupine Enterprises, Inc.
4644 South Hunters Ridge Circle
Salt Lake City, Utah 84124

(Space Above this Line for Recorder's Use Only)

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement"), is made and entered into as of the 19 day of August, 2005, by and between LUPINE ENTERPRISES, INC., a Utah corporation ("Grantor"), and DAVID C. BALLARD AND CHRISTI BELL-BALLARD, husband and wife, as joint tenants with right-of-survivorship and not as tenants-in-common (collectively, "Grantee"); individually, a "Party", or collectively, the "Parties".

RECITALS

- A. Grantor is the fee owner of certain real property located at 1253 East 100 South, Salt Lake City, Utah, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantor's Property").
- B. Grantee is the fee owner of certain real property adjacent to Grantor's Property located at 1245 East 100 South, Salt Lake City, Utah, which property is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("Grantee's Property").
- C. Grantee desires to memorialize with Grantor an easement previously agreed upon over certain real property more particularly described on Exhibit "C" attached hereto and incorporated herein by reference ("Easement Property").
- D. Grantor desires to grant an easement to Grantee over and across the Easement Property, upon the terms and conditions hereinafter set forth.

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

1. EASEMENT.

1.1 Grant. Grantor hereby grants to Grantee, and its successors and assigns, upon each and every term and condition contained herein, a perpetual, exclusive easement and right of way over and across the Easement Property for the sole purposes of (i) a driveway for vehicular and pedestrian ingress and egress between Grantee's Property and adjacent public streets, such driveway uses to include parking, loading and unloading of vehicles, and other reasonable and

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customary activities attributable to normal driveway use, (ii) to run, bury, construct and locate water pipe and/or electrical line (as well as driveway lighting and/or light post), along the east side of Grantee's now existing or widened driveway, subject expressly to Grantor's pre-approval as set forth in 1.3 below, and (iii) to construct and maintain a post and gate (in a east-west direction) across Grantee's now existing or widened driveway, subject expressly to Grantor's pre-approval as set forth in 1.3 below. Except as otherwise expressly provided herein, Grantee shall have no right to improve, modify, block, obstruct, pave or re-pave or otherwise perform any work on the Easement Property, nor shall Grantee erect, install or maintain buildings, canopies, carports or other structures, fixtures, equipment, utilities, personal property or signage on the Easement Property or on any portion of Grantor's Property.

1.2 Express Disclaimer of Any Other Rights. Nothing contained herein shall be deemed or construed to grant Grantee or any other party any right to use the Easement Property or any portion of Grantor's Property for any other use or purpose, including, without limitation, any right of access, ingress or egress outside of the Easement Property, any right to park on Grantor's Property or any right to use Grantor's Property for any other purpose except as expressly set forth herein.

1.3 Right to Construct. Grantee shall have the right to install such brick, stone, and/or paving and related improvements as may be necessary to allow the use of the Easement Property as intended hereunder; provided, any such work: (i) shall be done pursuant to plans and specifications approved in advance by Grantor, and which pre-approval shall not be unreasonably withheld, (ii) shall be done at the sole cost and expense of Grantee; and (iii) shall be completed, in a good and workmanlike manner and in compliance with all applicable laws and Grantee shall not permit any lien to stand against Grantor's Property for any work done or materials furnished in connection with the design or construction of such improvements.

1.4 Restriction on Location. In no event, at any time, shall any portion of the driveway or any related paving or other improvements contemplated in this agreement to be constructed on the Easement Property be closer than thirty (30) inches from the existing foundations on Grantor's Property.

1.5 Grantor's Agreement not to Obstruct. Grantor expressly agrees not to construct or cause to be built any structure adjacent to the easement property which would reasonably be anticipated to obstruct the opening and closing of automobile doors.

2. MAINTENANCE AND REPAIR. Grantee shall, at all times, maintain, or cause to be maintained, at Grantee's sole cost and expense, the paved portion of the Easement Property in a neat, clean and safe condition, and in compliance with all governmental requirements pertaining thereto.

3. INDEMNIFICATION; INSURANCE.

3.1 Indemnification. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all claims, damages, expenses (including, without limitation, reasonable attorneys' fees), liabilities and judgments on account of injury to persons, loss of life or damage to property occurring on the Easement Property arising out of Grantee's use of the Easement Property; provided, Grantee does not indemnify Grantor against any injury, loss of life or damage to property which is caused by the active or passive negligence or willful misconduct of Grantor or Grantor's agents.

Grantee's obligations with respect to indemnification hereunder shall remain effective notwithstanding the expiration or termination of this Agreement as to claims arising or accruing prior to the expiration or termination of this Agreement.

3.2 Liability Insurance - Coverage & Limits. Grantee agrees to maintain, and/or cause to be maintained, at no cost to Grantor, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Easement Property, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Hundred Thousand Dollars (\$100,000) for total claims. Upon request, Grantee shall cause certificates of insurance reasonably evidencing compliance with the requirements of this Agreement to be delivered to Grantor. Grantee's insurance policies and certificates required by this Agreement shall contain a provision requiring the insurance company to furnish Grantor thirty (30) day's prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

3.3 Performance of Indemnity Agreements. Grantee's policies of liability insurance shall insure the performance by Grantee, of the indemnity agreements contained herein. Grantee shall promptly notify Grantor of any asserted claim with respect to which Grantor is or may be indemnified against hereunder and shall deliver to Grantor copies of process and pleadings.

4. Agreement on placement of Air Conditioning Units. Grantee expressly agrees to the current placement of air conditioning units located on the west side of Grantor's property.

5. NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by: (i) established express delivery service which maintains delivery records; (ii) hand delivery; or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

To Grantor: Lupine Enterprises, Inc.
4644 South Hunters Ridge Circle
Salt Lake City, Utah 84124
Attn: Susan Mickelson

To Grantee: David C. Ballard
1245 East 100 South
Salt Lake City, Utah 84102

6. MISCELLANEOUS.

6.1 Interpretation. The captions by which the Sections of this Agreement are identified are for convenience only and do not define, limit or construe their contents.

6.2 No Other Agreements. The terms set forth in this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement is intended to be a complete and exclusive statement of the terms of the agreement between the Parties and the terms of this Agreement may not be explained or supplemented by evidence of consistent additional terms. This Agreement may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties. Grantor has not made any representations to Grantee other than those contained herein, and Grantee's reliance in entering into this Agreement is based solely upon the terms, covenants and conditions contained herein.

6.3 No Presumption. This Agreement shall be interpreted and construed only by the contents hereof, there shall be no presumption or standard of construction in favor of or against any of the Parties.

6.4 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this Agreement to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

6.5 Successors and Assigns. All of the rights and obligations of the Parties under this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties, and the restrictions, covenants and obligations set forth in this Agreement shall run with the land and shall continue until this Agreement is terminated.

6.6 Attorneys' Fees. In the event any Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from such Party, to be fixed by the court in

the same action.

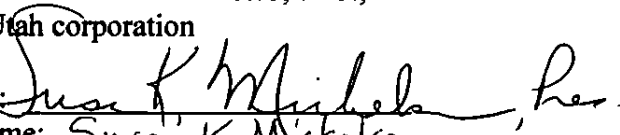
6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.8 Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on Grantor and Grantee, as the case may be, that the Parties named are all the necessary and proper Parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement.

6.9 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument, and shall be effective upon execution of one (1) or more of such counterparts by each of the Parties hereto.

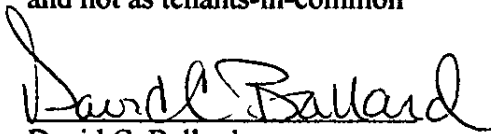
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

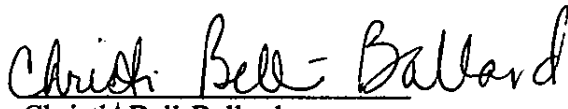
LUPINE ENTERPRISES, INC.,
a Utah corporation

By: , her.
Name: Susan K. Mickelson
Title: President

"Grantor"

DAVID C. BALLARD & CHRISTI-BELL BALLARD,
husband and wife, as joint tenants with right-of-survivorship
and not as tenants-in-common


David C. Ballard


Christi Bell-Ballard
CBB

“Grantee”

EXHIBIT "A"

Legal Description of Grantor's Property

Commencing at a point 51.5 feet East of the Southwest corner of Lot 1, Block 34, Plat "F", Salt Lake City Survey; and running thence East 45.75 feet; thence North 10 rods; thence West 45.75 feet; thence South 10 rods to the point of commencement.

SUBJECT TO, a 10 foot right of way abutting on the East of said property.

Address: 1253 East, 100 South, Salt Lake City, Utah
Parcel No. 16-05-228-014-0000

EXHIBIT "B"

Legal Description of Grantee's Property

Beginning at the Southwest corner of Lot 1, Block 34, Plat "F", Salt Lake City Survey; and running thence East 51.5 feet; thence North 10 rods; thence West 51.5 feet; thence South 10 rods to the point of beginning.

Address: 1245 East 100 South, Salt Lake City, Utah
Parcel No. 16-05-228-013-0000

EXHIBIT "C"

Legal Description of Easement Property

Commencing at the southwest corner of the following described property:

Commencing at a point 51.5 feet East of the Southwest corner of Lot 1, Block 34, Plat "F", Salt Lake City Survey; and running thence East 45.75 feet; thence North 10 rods; thence West 45.75 feet; thence South 10 rods to the point of commencement.

SUBJECT TO, a 10 foot right of way abutting on the East of said property

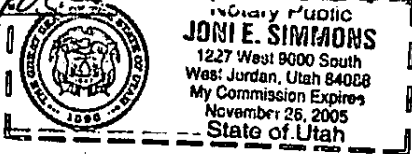
THENCE East 40 inches, thence North 103 feet; thence West 40 inches, thence South 103 feet to the point of beginning.


STATE OF Utah)
)
COUNTY OF Salt Lake)
)
S.S.

On this day of 8/19, 2005, before me, the undersigned, a Notary Public in and for such County and State, personally appeared Susan K. Mickelsen known or identified to me to be the President of Lupine Enterprises, Inc., a Utah corporation, the corporation that executed the foregoing instrument, and acknowledged to me that such instrument is the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute such instrument.

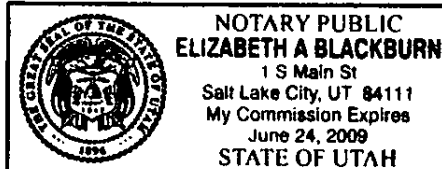
WITNESS MY HAND and official seal hereto, affixed the day, month and year in this certificate first above written.

My commission expires:

11/26/05

NOTARY PUBLIC
JONI E. SIMMONS
1227 West 9000 South
West Jordan, Utah 84088
My Commission Expires
November 26, 2005
State of Utah


Notary Public in and for the State of Utah
Residing at SLC, Utah, Utah

STATE OF Utah)
)
COUNTY OF Salt Lake)
)
S.S.

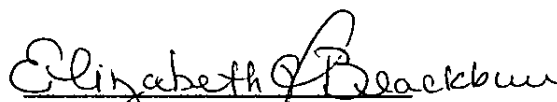

NOTARY PUBLIC
ELIZABETH A. BLACKBURN
1 S Main St
Salt Lake City, UT 84111
My Commission Expires
June 24, 2009
STATE OF UTAH

On this day of Aug. 18, 2005, personally appeared before me David C. Ballard and Christi-Bell Ballard, the signer(s) of the above instrument, who duly acknowledged to me that such person(s) executed the same.

WITNESS MY HAND and official seal hereto, affixed the day, month and year in this certificate first above written.

My commission expires:

06/24/09


Notary Public in and for the State of Utah
Residing at 1 S. Main SLC, Utah