

When Recorded Return To:
 John C. Bramble and Joan C. Bramble
 3821 South Arroyo Road
 Salt Lake City, Utah 84106

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 03/31/2006 04:38 PM \$24.00
 Book - 9275 Pg - 3270-3276
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: SBM, DEPUTY - WI 7 P.

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made this 28th day of March, 2006 by and between Jerald D. Kofford ("Kofford"), and K. H. Kambouris and Mary Kambouris (collectively, "Kambouris").

RECITALS

- A. Kofford is the record fee simple owner of certain real property located at 3821 South Arroyo Road, Salt Lake County, State of Utah, which is more particularly described on Exhibit "A" attached hereto (the "Kofford Property").
- B. Kambouris is the record fee simple owner of certain real property located at 3835 South Arroyo Road, Salt Lake County, State of Utah, which is more particularly described on Exhibit "B" attached hereto (the "Kambouris Property").
- C. The Kofford Property and the Kambouris Property adjoin each other. Kofford has constructed a free standing garage at the rear of the Kofford Property (the "Garage") and has, with the consent of Kambouris, used the northerly portion of the Kambouris Property (the "Driveway") to gain access to the Garage. In order to memorialize their agreement regarding the use of the Driveway by Kofford, Kofford and Kambouris have entered into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Kofford and Kambouris hereby covenant and agree as follows:

1. Kambouris hereby grants to Kofford a perpetual, nonexclusive easement, twelve feet in width, for ingress and egress for vehicular and pedestrian traffic, over, along and across that portion of the Kambouris Property which is more particularly described on Exhibit "C" attached hereto (the "Driveway Easement"). Provided however, vehicular traffic on the Driveway Easement shall be restricted to ¾ ton vehicles and smaller. Motorcycle traffic on the Driveway Easement shall be restricted to daylight hours. The Driveway Easement shall burden the Kambouris Property and shall benefit and be appurtenant to the Kofford Property.

2. All expenses incurred in the periodic plowing, resurfacing and maintenance required to keep the Driveway in good repair shall be shared equally by Kofford and Kambouris.
3. The Driveway Easement may, at the request of Kofford or Kambouris, be more precisely described based upon the results of a survey. The cost of the survey shall be paid by the party requesting the survey, immediately upon receipt of an invoice for the work. In the event the survey results in the creation of a new legal description of the Driveway Easement, an amendment to this Easement Agreement incorporating the revised legal description shall be executed by Kofford and Kambouris and recorded in the office of the Salt Lake County Recorder.
4. Except for commercially reasonable periods of time required for work on the Driveway, neither Kofford nor Kambouris shall, without the consent of the other, place any temporary or permanent barrier in or on the Driveway or otherwise restrict the Driveway in a manner which would hinder or impair the use of the Driveway Easement as contemplated by this Agreement.
5. Kofford shall protect, hold harmless and indemnify Kambouris from and against any and all claims, suits or damages arising from or in any way related to the use by Kofford, or anyone acting with the express or implied consent of Kofford, of the Driveway Easement. While using the Driveway Easement, Kofford agrees to use his best efforts to avoid damaging the surface of the Driveway and adjacent landscaping or improvements located on the Kambouris Property. In the event any such damage occurs, Kofford shall immediately repair, restore, or replace the damaged improvements.
6. Except as herein provided, Kofford and Kambouris shall retain the full use and enjoyment of their respective properties.
7. The terms, covenants and condition set forth herein shall run with the title to the Kofford Property and the Kambouris Property and shall bind the heirs, successors, assigns, lenders and purchasers of Kofford and Kambouris.
8. In the event of a default in the terms of this Easement Agreement, the party alleging a default shall be entitled to bring an action against the other party for an injunction, damages, or other relief and the party prevailing in such action shall be entitled to recover from the other party all costs and expenses of such suit, including reasonable attorneys' fees, whether such costs, expenses and attorneys' fees are incurred before or after judgment.
9. Any notice or demand to be given pursuant to the terms of this Agreement shall be in writing and personally served or sent by certified mail to the appropriate party at the following address:

Kofford
3821 South Arroyo Road
Salt Lake City, Utah 84106

Kambouris
3835 South Arroyo Road
Salt Lake City, Utah 84106

10. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the Driveway Easement and supersedes in all respects any and all prior discussions as well as all prior understandings or agreements involving the Driveway Easement, whether verbal or written.

12. The parties who have executed this Easement Agreement represent that they have authority to act for and bind the respective entities named as parties hereto and the entities are valid and in good standing at the date hereof.

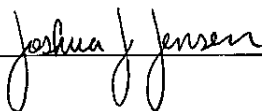

JERALD D. KOFFORD

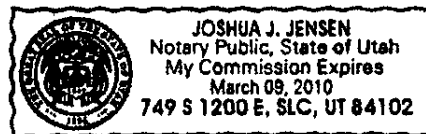

K. H. KAMBOURIS


MARY KAMBOURIS

STATE OF UTAH
COUNTY OF SALT LAKE

On the 28 day of March, 2006 personally appeared before me Jerald D. Kofford, who duly acknowledged to me that he executed the foregoing instrument.

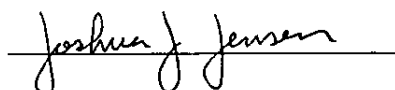




Commission Expires: 3/9/2010
Residing: Salt Lake

STATE OF UTAH
COUNTY OF SALT LAKE

On the 28 day of March, 2006 personally appeared before me K. H. Kambouris and Mary Kambouris, who duly acknowledged to me that they executed the foregoing instrument.


Commission Expires: 3/9/2010
Residing: Salt Lake

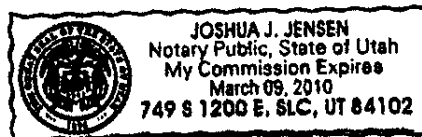


EXHIBIT "A"

All of Lot 26, EAST FOREST HILLS SUBDIVISION, according to the official plat thereof, filed in Book "J" of Plats, at Page 88 of the Official Records of the Salt Lake County Recorder.

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EXHIBIT "B"

Commencing 736.21 feet South and 330.70 feet East from the center of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, (said point of beginning is also 131.41 feet North and 756.71 feet East of the county monument at the intersection of Highland Drive and 3900 South Street); thence North 45° West 114.53 feet to the Easterly line of Arroyo Road; thence along said Easterly line of Arroyo Road North 45° East 50.00 feet and Northeasterly along the arc of a curve to the left an arc length of 58.87 feet, (said curve has a radius of 169.70 feet with a central angle of 19°52'40"); thence North 89°58'30" East 181.65 feet; thence South 45°06'17" East 35.16 feet; thence South 63°35'36" West 97.72 feet; thence South 39.50 feet; thence South 63°29'40" West 119.19 feet to the point of beginning.

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EXHIBIT "C"

The Northerly 12 feet of the following described property:

Commencing 736.21 feet South and 330.70 feet East from the center of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, (said point of beginning is also 131.41 feet North and 756.71 feet East of the county monument at the intersection of Highland Drive and 3900 South Street); thence North 45° West 114.53 feet to the Easterly line of Arroyo Road; thence along said Easterly line of Arroyo Road North 45° East 50.00 feet and Northeasterly along the arc of a curve to the left an arc length of 58.87 feet, (said curve has a radius of 169.70 feet with a central angle of 19°52'40"); thence North 89°58'30" East 181.65 feet; thence South 45°06'17" East 35.16 feet; thence South 63°35'36" West 97.72 feet; thence South 39.50 feet; thence South 63°29'40" West 119.19 feet to the point of beginning.

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