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05/05/2006 10:31 AM \$25.00  
Book - 9290 Pg - 5286-5292  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DAVID RAWLINGS  
2631 E SERAPHINE COVE  
SLC UT 84121  
BY: ZJM, DEPUTY - WI 7 P.

By: ZJM

# EASEMENT AGREEMENT

Agreement made, effective as of May 5, 2006, between **David Rawlings and Marilee R. Rawlings**, husband and wife, Grantors, of 2631 East Seraphine Cove, County of Salt Lake, State of Utah, and also as Grantees.

The parties recite and declare as follows:

A. The parties to this Agreement are joint tenants owners, as husband and wife of:

Lots 1, 2, 3 and 4, LINDSEY ESTATES SUBDIVISION, a duly filed subdivision as recorded in the office of the Salt Lake County Recorder on October 19, 2005.

Parcel ID No.: 22-20-356-032

B. The parties desire to create a common driveway abutting Lot 1 and Lot 2, respectively; to provide access of ingress and egress for the benefit and perpetual use of Lot 3 and Lot 4, Lindsey Estates Subdivision, together with all necessary utility developments and rights-of-way, as currently existing or in the future may be reasonable. In consideration of the above recitals and the terms and covenants of this Agreement, the parties agree as follows:

1. An easement for a perpetual common driveway in favor of Lots 3 and 4, Lindsey Estates Subdivision, respectively; owned by Grantors, is created over the strip of land twenty (20) feet in width abutting the north and east boundary line of Lot 1 and abutting the east boundary line of Lot 2, crossing over and through the westerly twenty (20) feet of Lot 3 and Lot 4 respectively, as shown on the attached Plat,

recorded on October 19, 2005, at Entry No. 9527782, Book 9205, Page 2760A, attached to this Agreement as Exhibit "A" and, by this reference, made a part of this Agreement as fully and to the same effect as if set forth in this instrument in its entirety. Said driveway easement is intended to provide residential access of ingress and egress, to Lot 3 and Lot 4, Lindsey Estates Subdivision from 700 East Street, located in Salt Lake County, Utah, together with all necessary utility development(s) and rights-of-way, as currently existing or in the future may be reasonable.

2. The easement created by this Agreement is superior and paramount to the rights of all of the parties to this Agreement in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land. This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

3. The repairs and maintenance to be undertaken and performed under this Agreement shall include the following and only the following:

(a) Maintenance and repairs of the current asphalt twenty (20) foot wide easement, to be used as a common residential driveway in favor of Lot 3 and Lot 4;

(b) Resurfacing, as required, including filling of chuckholes, cracks and/or other conditions necessary to the continuing maintenance of said driveway easement;

(c) Snow removal; and

(d) Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this Agreement except with the prior, express, and written consent of each of the parties (Lot 3 and Lot 4) and an assumption by each of the parties (Lot 3 and Lot 4) in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.

4. The current owners of Lot 3 and Lot 4, respectively, agree to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this Agreement for the above-described easement as follows:

(a) Lot 3 agrees to bear 50% of such costs and expenses.

(b) Lot 4 agrees to bear the remaining 50% of such costs and expenses.

The payment of funds from time to time to pay the costs and expenses authorized and incurred under this Agreement shall be paid timely by each party, and each party shall remit their percentage share of the sums required and when due.

In the event of failure of one party to timely remit payment of said party's share of expenses, the other party may elect to pay such remaining outstanding balance, after having given the defaulting party written notice of the same; thereafter, the non-defaulting party may assess interest on the unpaid balance as against the defaulting party at the rate of eighteen percent (18%) per annum, both pre and post judgment, until paid in full.

5. Any notice or report required under this Agreement shall be sent to the parties, who at the time are the then owners of said lot(s), as may be evidenced by the

recorded interest of said party in the office of the Salt Lake County Recorder; at the addresses respectively of each of the current owner or record. Any required notice shall be made by certified mail, properly addressed and postage prepaid.

6. Each of the parties agree to indemnify and to hold the other harmless from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken under or pursuant to this Agreement.

7. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

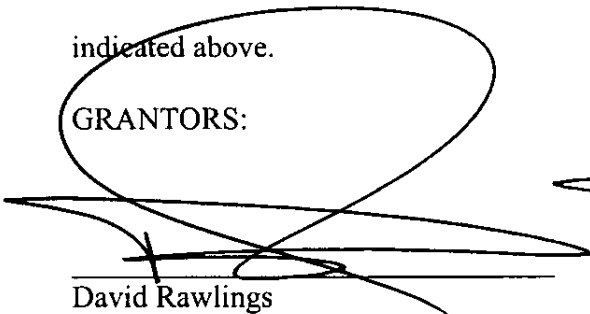
9. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

10. The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

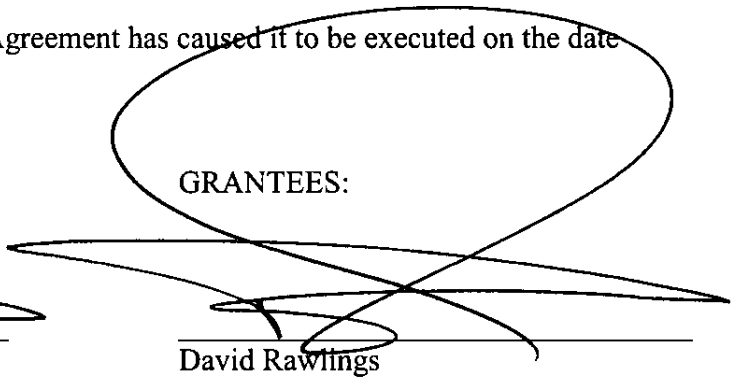
In witness, each party to this Agreement has caused it to be executed on the date indicated above.

GRANTORS:

  
David Rawlings

  
Marilee R. Rawlings

GRANTEES:

  
David Rawlings

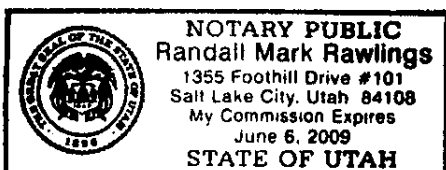
  
Marilee R. Rawlings

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SALT LAKE )

On the 5 day of May, 2006, personally appeared before me **David Rawlings and Marilee R. Rawlings**, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

  
Notary Public  
Residing at:



9527782

Exhibit "A"

9527782  
10/19/2005 02:28 PM \$34.00  
Book - 9205 Pg - 2760 A  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DAVE & MARILEE RAWLINGS  
BY SBH, DEPUTY - WI X P.

2

Name: LINDSEY ESTATES SUBDIVISION

Desc: 22-20-356-032  
22-20-31

Fee: \$34.00

# of Pages: ONE PAGE

# PLAT

SEE ONLINE PLATS AT  
[HTTP://REC.CO.SLC.UT.US/](http://REC.CO.SLC.UT.US/)

Exhibit "B"

~~BK 9205 PG 2760~~

BK 9290 PG 5291

