

**AMENDMENT TO EASEMENT & AGREEMENT
BETWEEN TOOELE COUNTY AND SCOTT AND REBECCA BROWN
(SUCCESSORS IN INTEREST OF CLARENCE O. AND RUTH E. HANSEN)**

Tooele County and Scott and Rebecca Brown (the "Browns"), successors in interest of Clarence O. and Ruth E. Hansen (the "Hansens"), have agreed to modify the existing Easement and Agreement between the parties dated September 15, 1992, attached hereto as "Exhibit A", as follows:

Parking Spaces — In addition to the five (5) spaces which were conveyed to the Hansens in the previous agreement, seven (7) additional spaces, immediately adjacent to and eastward of the original five (5) spaces, shall be made available to the Browns for their use subject to the same terms and conditions that are applicable to the five (5) spaces in the original agreement. The twelve (12) spaces in total shall be marked by the County, in whatever manner the County deems appropriate, to indicate they are for the Browns' use. The County's Maintenance Department is authorized to enforce the terms of this agreement by whatever means necessary, including the towing of vehicles parked in violation of this agreement.

Payment — The Browns agree to pay the County the annual sum of Two Hundred Dollars (\$200), on or before the 31st of January each year, for the additional seven (7) spaces. The first payment will be due on or before January 31, 2012. Payment may be presented to the Director of the Maintenance Department or to the County Commission.

Executed this 3rd day of April, 2012.

TOOELE COUNTY

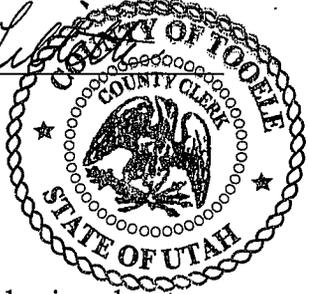
Scott Brown
Scott Brown

Colleen Johnson
Colleen Johnson, Commission Chair

ATTEST:

Rebecca Brown
Rebecca Brown

Marilyn Gillette
Marilyn Gillette, Clerk



STATE OF UTAH)
 :SS
COUNTY OF TOOELE)

On this 31st day of July, 2012, before me, the undersigned notary, personally appeared SCOTT BROWN and REBECCA BROWN, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public
DEBORAH C. SMART
Commission #809713
My Commission Expires
May 12, 2015
State of Utah

Deborah C. Smart
NOTARY PUBLIC

**AMENDMENT TO EASEMENT & AGREEMENT
BETWEEN TOOELE COUNTY AND CLARENCE O. AND RUTH E. HANSEN**

Tooele County and Clarence O. and Ruth E. Hansen (the "Hansens") have agreed to modify the existing Easement and Agreement between the parties dated September 15, 1992, attached hereto as "Exhibit A", as follows:

Parking Spaces — In addition to the five (5) spaces which were conveyed to the Hansens in the previous agreement, seven (7) additional spaces, immediately adjacent to and eastward of the original five (5) spaces, shall be made available to the Hansens for their use subject to the same terms and conditions that are applicable to the five (5) spaces in the original agreement. The twelve (12) spaces in total shall be marked by the County, in whatever manner the County deems appropriate, to indicate they are for the Hansens' use. The County's Maintenance Department is authorized to enforce the terms of this agreement by whatever means necessary, including the towing of vehicles parked in violation of this agreement.

Payment — The Hansens agree to pay the County the annual sum of Two Hundred Dollars (\$200), on or before the 31st of January each year, for the additional seven (7) spaces. The first payment will be due on or before January 31, 2012. Payment may be presented to the Director of the Maintenance Department or to the County Commission.

Executed this 17th day of January, 2012.

Clarence O. Hansen

TOOELE COUNTY

Colleen Johnson
Colleen Johnson, Commission Chair

ATTEST:

Ruth E. Hansen

Marilyn K. Gillette
Marilyn Gillette, Clerk



STATE OF UTAH)
 :SS
COUNTY OF TOOELE)

On this _____ day of _____, 2012, before me, the undersigned notary, personally appeared CLARENCE O. HANSEN and RUTH E. HANSEN, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

NOTARY PUBLIC

EXHIBIT A

**EASEMENT AND AGREEMENT
TOOELE COUNTY - CLARENCE O. AND RUTH E. HANSEN**

SECTION I - CONTRACTING PARTIES. This agreement made and entered into this 15th day of ~~August~~ ^{September}, 1992, is by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and CLARENCE O. and RUTH E. HANSEN.

SECTION II - PURPOSE. Clarence O. and Ruth E. Hansen agree to convey to Tooele County a perpetual easement and right-of-way for a certain drain, more particularly designated as follows, over and across real property owned by them and situated in the County of Tooele, State of Utah:

Commencing 16.5 feet East of the Southwest corner of Lot 7, Block 1, Plat A, and exiting 8 feet North of said corner,

as shown in Exhibit "A" attached hereto and by reference made a part hereof.

County agrees to convey to Clarence O. and Ruth E. Hansen a perpetual easement and right-of-way for a certain customer parking area over and across real property owned by the County of Tooele, State of Utah, described as follows:

Beginning at a point 18 feet East of the Southwest corner of Lot 7, Block 1, Plat A, the said point also being the Northwest corner of the County parking lot and running thence East 45 feet; thence South 9 feet; thence West 45 feet; thence North 9 feet to the point of beginning,

as shown in Exhibit "B" attached hereto and by reference made a part hereof.

SECTION III - OBLIGATIONS OF CLARENCE O. AND RUTH E. HANSEN.

Clarence O. and Ruth E. Hansen grant and convey said easement for the uses and purposes of drainage, together with such rights of entry upon, passage over and storage of material and equipment on such area as may be necessary or useful for the maintenance, cleaning out, and repair of such drain, and agree to permit Tooele County to utilize the above-described County parking spaces when they are not being used by Clar's Auto Garage.

We further agree not to interfere with the maintenance, repair, inspection and operation of said drain, and we shall not erect or place any building, tree or permanent fixture on the right-of-way and the County shall not be held liable for their removal if they are so placed.

We expressly release Tooele county from all claims for damages rising in any way or incident to the maintenance of the drain across the above-described real property.

SECTION IV - OBLIGATIONS OF THE COUNTY. Tooele County grants and conveys to Clarence O. and Ruth E. Hansen the above-described five (5) parking spaces for the sole purpose of the temporary storage of vehicles, which storage shall not exceed thirty (30) days for any individual vehicle and provided that unrepairable or salvage vehicles shall not be stored in said parking spaces.

The County grants Clarence O. and Ruth E. Hansen, their heirs and assigns, the

right to utilize and enjoy the above-described drainage easement as set forth in Exhibit "A", providing the same shall not interfere with the maintenance, repair, inspection and operation of said drain.

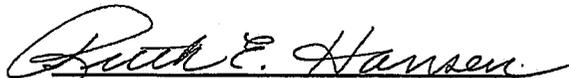
IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed the day and year first above written.

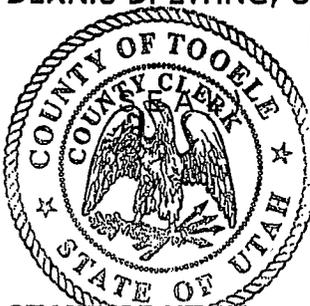
TOOELE COUNTY


LELAND J. HOGAN, Chairman


CLARENCE O. HANSEN


DENNIS D. EWING, Clerk


RUTH E. HANSEN



STATE OF UTAH)
 :SS
COUNTY OF TOOELE)

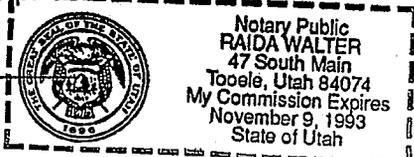
On the 19 day of August, A.D., 1992, personally appeared before me Leland J. Hogan and Dennis D. Ewing, who being by me duly sworn, did say, each for himself, that he, the same Leland J. Hogan, is the Chairman of the Tooele County Commission, and he, the same Dennis D. Ewing, is the Clerk of Tooele County, and

that the within and foregoing instrument was signed in behalf of said Tooele County by authority of a resolution of its Board of Commission, and said Leland J. Hogan and Dennis D. Ewing, each duly acknowledged to me that said corporation executed the same and the seal affixed is the seal of Tooele County.

Raida Walter
NOTARY PUBLIC
Residing in Tooele, Utah

My Commission Expires:

11-9-93



STATE OF UTAH)
 :SS
COUNTY OF TOOELE)

On this 15 day of ^{Sept} ~~August~~, 1992, before me, the undersigned notary, personally appeared CLARENCE O. HANSEN and RUTH E. HANSEN, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Raida Walter
NOTARY PUBLIC
Residing in Tooele County, Utah

My Commission Expires:

11-9-93

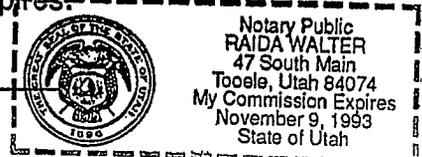


EXHIBIT "A"

333.96'

33.0"

VINE ST.

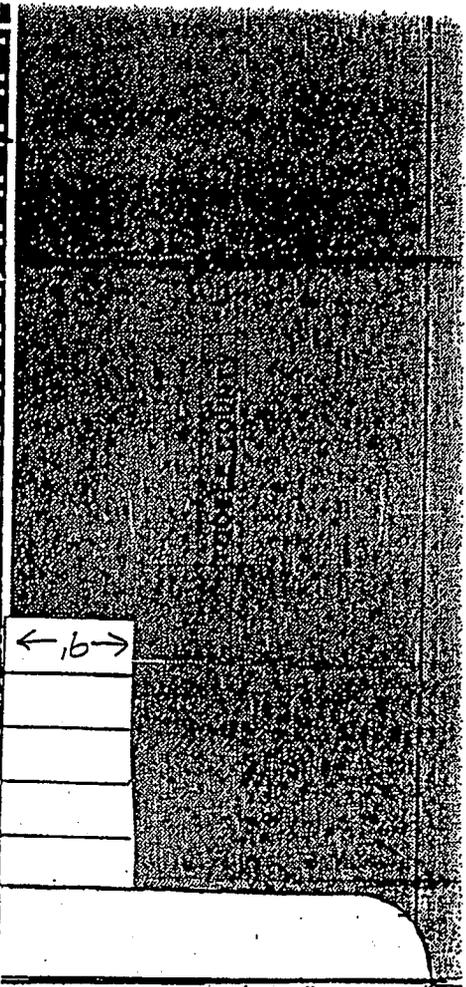
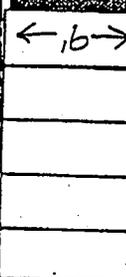
HANSEN.

CLUB 48

Easement For Storm Drain

← 45' →

← 16' →



333.96'

330'

VINE ST.

EXHIBIT "B"

HANSEN.

CLUB 48

HOOBLE COURT

45'

Parking Stalls

16

