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Book - 8609 Pg - 1170-1172
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: ZJM, DEPUTY - WI 3 P.

When Recorded, Return To:

J. McDonald Brubaker
6715 South 1300 East
Salt Lake City, UT 84121

ACCESS EASEMENT AGREEMENT

An Access Easement Agreement (the "Agreement") dated 21 Sept. 2001, by and between First Colonies, L. C., (hereinafter referred to as "Colonies") a Utah limited liability company, and Summerhays Property Management LTD, (hereinafter referred to as "Summerhays") a Utah Partnership, collectively referred to as the "Parties".

RECITALS

Colonies is/will be the equitable owner of all of Lot 2, Sport's Park Commercial Subdivision, situated in Salt Lake County, Utah. Summerhays is the owner of the adjacent Lot 3, Sport's Park Commercial Subdivision. Upon the terms and conditions set forth herein, the parties are desirous of creating a shared 30 foot wide easement for access, the center line of which is the common property line of the aforesaid lots 2 and 3. Said easement shall extend from the front property lines (on Sandy Parkway) to a point 20 feet West of the rear property lines of said lots.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Access Easement. Subject to the rights and restrictions hereinafter set forth, the parties hereby jointly create and grant to each other and their successors, assigns, and heirs a perpetual non-exclusive access easement of 30 feet in width over and across the following property:

LEGAL DESCRIPTION OF EASEMENT

The Northerly 15 feet of Lot 2 and the Southerly 15 feet of Lot 3 of Sport's Park Commercial Subdivision, situated in Salt Lake County, Utah.

2. Construction. The Parties agree to construct an asphalt driveway over the entirety of the easement according to the plans and specifications approved by Sandy City. The property owner first ready to perform said construction may do so and bill one half of the actual costs thereof to the other party, which party agrees to pay within thirty days of said billing.

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3. Maintenance. The titleholder of each half of the easement shall be obligated to maintain that half of the easement in good condition and repair.
4. Each party shall indemnify, defend and save the other party harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property caused by them, their employees, agents and business invitees, except if caused by the party seeking indemnification.

EXECUTED to be effective the day and year first hereinabove written.

First Colonies, L.C., a Utah Limited Liability Company

By: J. McDonald Binkaker
 Its: Member

Summerhays Property Management LTD, a Utah Partnership

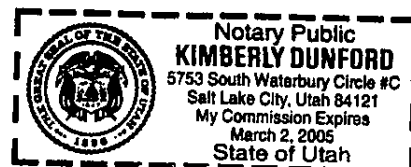
By: [Signature]
 Its: _____

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

On this 21st day of September, 2001, personally appeared before me, J. McDonald Binkaker, who being by me duly sworn, did say that he/she is the member of, First Colonies, L.C., a Utah Limited Liability Co. Summerhays Property Management LTD, a Utah Partnership, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement, and hereby acknowledged to me that said limited liability company executed the same.

Kimberly Dunford
 NOTARY PUBLIC
 Residing at: Salt Lake County

My Commission Expires: March 2, 2005



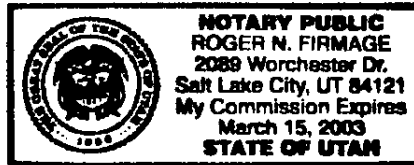
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STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 25th day of Sept., 2001, personally appeared before me, R. Scott Summerhays, who being by me duly sworn, did say that he/she is the a partner of Summerhays Property Mgt. LTD a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement, and hereby acknowledged to me that said limited liability company executed the same.

Roger N. Firmage
NOTARY PUBLIC
Residing at: Salt Lake County.

My commission expires: 3/15/2003



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