

10715955

When Recorded, Return To:
Fred Glauser
3 Parkside Lane, Sandy Utah 84092

10715955
5/29/2009 2:05:00 PM \$23.00
Book - 9729 Pg - 5147-5153
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE ONE
BY: eCASH, DEPUTY - EF 7 P.

Tax Parcels:
16-07-478-007
and
16-07-478-008

58620-5

ACCESSWAY EASEMENT AND COMMON GARAGE
MAINTENANCE AGREEMENT

THIS ACCESSWAY EASEMENT AND COMMON GARAGE MAINTENANCE AGREEMENT is made as of May 26, 2009 by FREDERICK P. GLAUSER, Successor Trustee and LAWRENCE W. GLAUSER, Successor Trustee of the Frances M. Glauser Revocable Trust dated June 2, 1981 aka the Frances G. Glauser Revocable Trust dated June 2, 1981 and FREDERICK P. GLAUSER, Successor Trustee and LAWRENCE W. GLAUSER, Successor Trustee of the Frederick Glauser Revocable Trust dated June 2, 1981 of 3 Parkside Lane, Sandy Utah 84092, as owner of the Lot known as 552 E 1300 South, Salt Lake City, UT ("552 E Owner") and Misty R. Butler as owner of the Lot known as 548 E 1300 South, Salt Lake City, UT ("548 E Owner") (collectively, the "Owners" and individually each an "Owner").

RECITALS:

- A. 552 E Owner is the owner of the real property legally described on Exhibit A attached hereto (the "552 Lot").
- B. 548 E Owner is the owner of the real property legally described on Exhibit B attached hereto (the "548 Lot") (collectively, the "Lots" and individually each a "Lot").
- C. The 552 Lot and the 548 Lot are adjacent to one another, share a common curb cut access right-of-way to 1300 South, and share a common garage built across the boundary of the 552 Lot and the 548 Lot ("Common Garage").
- D. Based upon the foregoing, the parties desire to formalize an agreement regarding maintenance and use of the common garage and common access between them.


NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Cross-Easement. Owners hereby create, for the mutual benefit and burden of each Lot, a non-exclusive, perpetual easement for vehicular and pedestrian traffic over and across the east 5 feet of the 548 Lot and the west 5 feet of the 552 Lot, for the purpose of providing a common driveway to and from their respective rear yards and the common garage (the "Common Accessway").
2. Initial Improvement of Common Accessway. The Owners agree to accept the improvements and condition of the Common Accessway on the day of execution of this agreement "as is" as the improvements exist without warranty by either party to the other.
3. Initial Condition and Code compliance of the Common Garage. The Owners agree to accept the condition of the Common Garage and the attachments "as is" as they exist on the day of execution as well as the status of the code compliance of the structure and attachments without warranty by either Owner. Each Lot owner accepts the risk and possible consequences that the Common Garage may not be in compliance with zoning, building or other codes and that its removal or modification may be required by a government or other agency, entity, or person.
4. Maintenance of Common Accessway and Common Garage. The Common Access and the Common Garage shall be the equal responsibility of the owners of the two Lots. The Lot owners shall agree upon the Maintenance done to the Common Garage and the Common Accessway and shall be equally responsible to pay for maintenance agreed upon. Should one Lot owner undertake maintenance without the approval of the other Lot owner, the other Lot Owner shall have no legal obligation for reimbursement.
5. Remedies on Failure to Pay: Default Generally. If any Lot owner ("Defaulting Owner") fails to pay any of its obligations hereunder to another Lot owner ("Entitled Owner") within ten (10) days after receipt of written notice of such failure, the Entitled Owner will be entitled to collect, in addition thereto, interest thereon from the date the obligation becomes due until fully paid, at a rate equal to the generally prevailing national "prime" rate (or equivalent) plus 5%. The Entitled Owner will have a lien against the Defaulting Owners Lot for all such costs and amounts, which lien will be superior to all liens recorded after the date hereof, and which may be enforced and/or foreclosed as a mortgage.
6. Use of Common Garage. The owner of the 552 Lot shall have use of the East ½ of the Common Garage and the owner of the 548 Lot shall have the use of the West ½ of the Common Garage. Unless other agreements between the lot owners are established, the use of the garage shall be for vehicle storage only. No lot owner will take any action or store anything in such a way as to deprive the other Lot owner reasonable access to that Lot owner's Common Garage use rights. The owners of the Lots may, from time to time, establish, in writing, rules for the use

and security of the Common Garage for additional purposes and such rules shall be binding on the successors and assigns of each Lot owner.

7. Miscellaneous. All provisions hereof shall run with the land and be appurtenant thereto, and shall benefit and bind the Owners and their successor owners of the Lots. This Agreement shall be governed by the laws of the state of Utah. Further, the prevailing party in any enforcement action arising out of or relating to this agreement or the obligations hereunder shall be entitled to recover its costs and attorneys fees.

552 E Owner

By: 

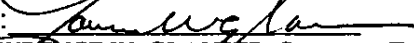
FREDERICK P. GLAUSER, Successor Trustee of the Frances M. Glauser Revocable Trust dated June 2, 1981 aka the Frances G. Glauser Revocable Trust dated June 2, 1981

By: 

LAWRENCE W. GLAUSER, Successor Trustee of the Frances M. Glauser Revocable Trust dated June 2, 1981 aka the Frances G. Glauser Revocable Trust dated June 2, 1981

By: 

FREDERICK P. GLAUSER, Successor Trustee of the Frederick Glauser Revocable Trust dated June 2, 1981

By: 

LAWRENCE W. GLAUSER, Successor Trustee of the Frederick Glauser Revocable Trust dated June 2, 1981

548 E Owner

By: 

Misty R. Butler

ACKNOWLEDGMENT

STATE OF UTAH,)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of May, 2009, by FREDERICK P. GLAUSER, Successor Trustee of the Frances M. Glauser Revocable Trust dated June 2, 1981 aka the Frances G. Glauser Revocable Trust dated June 2, 1981.

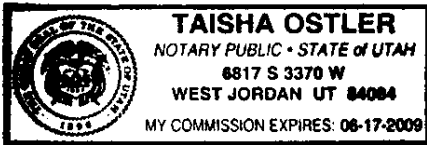


Taisha Ostler

Notary Public

STATE OF UTAH,)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of May, 2009, by LAWRENCE W. GLAUSER, Successor Trustee of the Frances M. Glauser Revocable Trust dated June 2, 1981 aka the Frances G. Glauser Revocable Trust dated June 2, 1981.

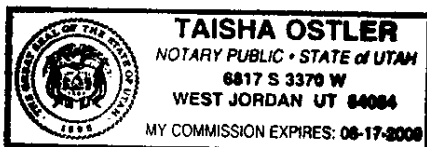


Taisha Ostler

Notary Public

STATE OF UTAH,)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of May, 2009, by FREDERICK P. GLAUSER, Successor Trustee of the Frederick Glauser Revocable Trust dated June 2, 1981.



Taisha Ostler

Notary Public

STATE OF UTAH,)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of May, 2009, by LAWRENCE W. GLAUSER, Successor Trustee of the Frederick Glauser Revocable Trust dated June 2, 1981.



Taisha Ostler

Notary Public

~~STATE OF UTAH,)~~
Washington D.C : SS.
~~COUNTY OF SALT LAKE)~~

The foregoing instrument was acknowledged before me this 28 day of May, 2009, by Misty R. Butler.

Leslie P. Kim

Notary Public

Leslie P. Kim
Notary Public, District of Columbia
My Commission Expires 8-31-20

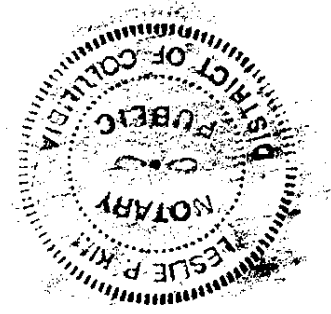


EXHIBIT A

Salt Lake County, State of Utah:

Beginning at a point 303.6 feet West of the Northeast corner of Lot 11, Block 14, Five Acre Plat "A", Big Field Survey, and running thence west 41 feet; thence South 130.3 feet to a division fence; thence East 41 feet; thence North 130.3 feet, to place of beginning.

Tax parcel No. 10-07-478-006

EXHIBIT B

Salt Lake County, State of Utah:

Beginning at a point 344.6 feet West from the Northeast corner of Lot 11, Block 14, Five Acre Plat "A", Big Field Survey, and running thence west 33 feet; thence South 130.3, thence East 33 feet; thence North 130.3 feet, to point of beginning.

Tax parcel No. 10-07-478-007