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03/04/96 1:52 PM 11.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
DR. BRIAN MOENCH  
4091 SPLENDOR WAY SLC 84124  
REC BY: J MORETON DEPUTY - WI

March 2, 1996

To Whom It May Concern;

A tennis court currently exists on property owned by me (lot 32 Olympus Splendor Subdivision) and Robyn Knibbe (lot 33 Olympus Splendor Subdivision). The majority of the tennis court exists on property that contains an easement for the Salt Lake Aqueduct. I donated two thirds of the original construction costs of the court as well as two thirds of the land for the tennis court. However, by default a "gentlemen's" agreement between me and the Knibbes allowed both parties equal access to the tennis court.

It is my intention to record my position on future use of the tennis court now that Mrs. Knibbe is selling her property. I will not allow any subsequent owners of the property of lot 33 to have access to my two thirds of the tennis court unless they agree to purchase an additional one sixth of the tennis court from me so that both parties will have an equal investment in this amenity. If that is done then I will grant half usage and half equity in the tennis court to any subsequent owners of the property. My current asking price for the one sixth of the court is \$6,000. The price could change if this matter is not resolved in a timely manner. Likewise I am willing to pay \$12,000 to Mrs. Knibbe or a future owner of her property for the one third of the tennis court she currently owns.

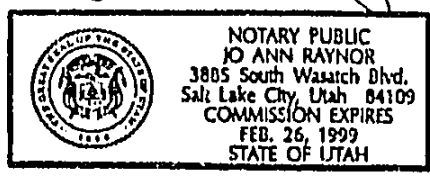
*Dr. Brian Moench*

Dr. Brian Moench  
4091 Splendor Way  
SLC, Utah 84124

3/4/96

*Jo Ann Raynor, Notary*

*State of Utah  
County of Salt Lake*



BK7343PG0783

**AGREEMENT**

Whereas Shauna and Brian Moench own a parcel of land with an appurtenant exclusive easement, and;

Whereas Jan and John Bradshaw own a parcel of land with an appurtenant exclusive easement, and;

Whereas the Moench easement and the Bradshaw easement are adjacent to each other with a tennis court improved over both easements with approximately 1/3 of the improvements in the Bradshaw easement and 2/3 of the improvements on the Moench easement, and;

Whereas it is the desire of the Bradshaw's and the Moench's to create a cross easement agreement allowing both parties to share and share alike in the costs and benefits of the tennis court.

Now therefore, Bradshaw's agree to pay Moench's \$<sup># 5200 BM JM JB</sup>~~5,000~~, if this agreement is accepted on or before September 3, 1996, in consideration for the following agreements by both parties:

- 1) The tennis court's use shall be shared and shared alike.
- 2) Reasonable access will be provided for the use and maintenance of the court.
- 3) The cost of maintenance shall be shared and shared alike.
- 4) Both parties agree to continue the use of the area as a tennis court until; a) mutual agreement otherwise, or b) the license agreement from the federal government is revoked.
- 5) Reasonable care shall be taken for the maintenance and use of the court including proper footwear, and restricting non-tennis uses that might do significant harm to the court or court surface.

Agreed:

Jan Bradshaw

Jan Bradshaw  
Dated 8/25/96

John Bradshaw

John Bradshaw  
Dated 8/25/96

Shauna Moench

Shauna S. Moench  
Dated 8/31/96

Brian Moench

Brian Moench  
Dated 8/31/96