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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ASHTON BRAUNBERGER BOUD WILDE  
302 W 5400 S STE. 103  
MURRAY, UT 84107  
REC BY: R JORDAN DEPUTY - MP

WHEN RECORDED, return to:

ASHTON, BRAUNBERGER & BOUD, P.C.  
302 West 5400 South, Suite 103  
Murray, Utah 84107

6738643

**AGREEMENT FOR CROSS-PARKING, CROSS-ACCESS,  
CROSS-DRAINAGE AND  
JOINT USE OF DUMPSTER**

JAMES R. BOUD, Trustee, (hereinafter "Boud"), and K. VINCENT BLUTH, (hereinafter "Bluth"), agree as follows:

1. Present Condition: Boud and Bluth are operating and/or will operate businesses on adjoining property on or near the northeast corner of 9000 South 700 East, Sandy, Utah. Bluth's property is presently under lease to Draper Bank & Trust. Boud's property has recently been acquired by Boud and consists of two lots totalling approximately nine-tenths of an acre upon which Boud plans to build three separate office buildings which will contain a total of six office condominiums.

2. Access: Boud and Bluth desire to provide non-exclusive access for the limited purpose of allowing Bluth's and Boud's customers, lessees, assigns and successors in interest to drive over and use all of the entrances, exits and driveways, and to also accommodate some cross-parking for customers, lessees, assigns and successors in interest of Boud and Bluth, on the parking lots of Boud and Bluth, and to accommodate drainage of surface water across each other's property from rain or snow in accordance with and subject to the terms and conditions of this agreement. Both Boud and Bluth, however, represent and agree that they have each constructed or will construct improvements upon their own properties so as to accommodate sufficient parking for their needs including the needs of their customers, lessees, assigns and successors in interest, and have both complied with Sandy City ordinances and requirements for the drainage of surface water relating to their own properties.

3. Intent: The rights granted pursuant to this agreement shall be over each of the parties' entrances, exits, driveways, and parking lots as they exist from time to time; provided, nevertheless, each party retains the right to change or modify its parking stalls, entrances, exits and drainage in the future as set forth in Paragraph 8 below.

4. Access, Parking and Drainage Over Bluth's Property: Bluth hereby grants to Boud, his customers, lessees, assigns and successors in interest, non-exclusive cross-access over Bluth's entrances, exits and driveways for ingress and egress and reasonable cross-drainage limited to surface waters resulting from

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rain or snow and cross-parking over Bluth's parking lots, as they exist at the time, subject to existing rights of way of record and observable on the land on Bluth's property as described more particularly in Exhibits "A" and "B" attached hereto and incorporated herein by reference. The combined legal description of Bluth's and Boud's property including the entrances and exits covered by this agreement are attached hereto as Exhibit "A". Exhibit "B" is a representation of the portions of the Boud and Bluth properties covered by and described in Exhibit "A".

Boud and Bluth agree to instruct their lessees, successors and assigns that they should make every attempt to park on property which said lessees, successors and/or assigns have a lease on or own an interest in. In other words, Bluth will instruct its present lessee, Draper Bank & Trust, to park on Bluth's parking lots and Boud will instruct purchasers of his office buildings to park on the parking lots presently owned by Boud which such purchasers and/or assigns will have parking rights to. The parties acknowledge, however, that it will be difficult if not impossible, to control customers and that customers, on occasion, will park on any of the parking spaces covered in Exhibits "A" and "B", and that occasionally the parties' lessees, successors and assigns will also park on the other parties' parking spaces. Permission for such parking is hereby granted pursuant to the terms of this agreement but the parties will communicate the intent of this agreement to their lessees, successors and assigns. Boud, in particular, will assign parking spaces to purchasers of Building No. 3 (see Exhibit "B") which spaces will not be immediately in front of Building No. 3 so that customers who visit Building No. 3 will have parking in front of said building without creating an undue parking problem for Bluth, his lessee and/or assigns.

5. Access, Parking and Drainage Over Boud's Property:

Boud hereby grants to Bluth, his customers, lessees, assigns and successors in interest, non-exclusive cross-access over Boud's entrances, exits and driveways for ingress and egress and reasonable cross-drainage limited to surface waters resulting from rain or snow and cross-parking over Boud's parking lots, as they exist at the time, subject to existing rights of way of record and observable on the land on Bluth's property as described more particularly in Exhibits "A" and "B" attached hereto and incorporated herein by reference. The combined legal description of Bluth's and Boud's property including the entrances and exits covered by this agreement are attached hereto as Exhibit "A". Exhibit "B" is a representation of the portions of the Boud and Bluth properties covered by and described in Exhibit "A".

Boud and Bluth agree to instruct their lessees, successors and assigns that they should make every attempt to park on property which said lessees, successors and/or assigns have a lease on or own an interest in. In other words, Bluth will instruct its present lessee, Draper Bank & Trust, to park on Bluth's parking lots and Boud will instruct purchasers of his office buildings to park on the parking lots presently owned by Boud which such

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purchasers and/or assigns will have parking rights to. The parties acknowledge, however, that it will be difficult if not impossible, to control customers and that customers, on occasion, will park on any of the parking spaces covered in Exhibits "A" and "B", and that occasionally the parties' lessees, successors and assigns will also park on the other parties' parking spaces. Permission for such parking is hereby granted pursuant to the terms of this agreement but the parties will communicate the intent of this agreement to their lessees, successors and assigns. Boud, in particular, will assign parking spaces to purchasers of Building No. 3 (see Exhibit "B") which spaces will not be immediately in front of Building No. 3 so that customers who visit Building No. 3 will have parking in front of said building without creating an undue parking problem for Bluth, his lessee and/or assigns.

6. Cross-Dumpster Agreement. Bluth agrees to eliminate the present location of the dumpster presently serving the needs of Draper Bank & Trust. Said dumpster shall be relocated to the southeast corner of Bluth's rear parking lot as identified on Exhibit "B". Boud will pay all costs necessary to meet Sandy City ordinances for said dumpster site including bricking around the dumpster and fencing around the dumpster site. Said dumpster site shall be used for the joint needs of the parties, their lessees, successors and assigns with each party and/or their lessees, successors or assigns to be responsible for one-half of the monthly dumpster fees. Bluth grants to Boud and his successors and assigns, the non-exclusive rights to use said dumpster site, as set forth in Exhibits "A" and "B", subject to any change of location of said site, that Bluth, his successors and assigns, may deem reasonable in the future and subject to Boud, his successors and assigns, paying the full cost to construct the dumpster site set forth on Exhibit "B" and paying one-half of the monthly dumpster fees in the future.

7. Maintenance: Bluth and Boud shall have no responsibility for maintaining the driveways and parking lots on the other's property. Each party shall take all necessary actions to insure that they and their lessees, successors and assigns, do not unreasonably interfere with the other's business operations. Boud, his successors and assigns agrees to maintain and incur all costs relating to the maintenance and upkeep of the dumpster site other than one-half of the monthly dumpster fees which will be the responsibility of Bluth, his lessees and/or assigns.

8. The above agreement shall be interpreted as a reciprocal easement and shall run with the land and/or real property affected by the reciprocal easement and shall be binding upon, and inure to the benefit of the parties' heirs, representatives, successors, lessees, and assigns. The parties agree, however, that should either party or its successors, lessees and/or assigns have a need to modify or change the configuration of the parking lots, entrances, exits, and/or dumpster site covered by this agreement, that the parties, their successors and assigns, shall mutually work together to accommodate each other's needs and amend this agreement

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**PETERSON ENGINEERING**

CONSULTING ENGINEERS & LAND SURVEYORS

7107 SOUTH 400 WEST

SUITE #1

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**Reciprocal Easement for Ingress\Egress\parking\Dumpster**

Beginning at a point which is South 00°07'00" West along the Section line 2264.47 feet, and South 88°30'00" East 205.93 feet from the Northwest Corner of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 00°40'00" West 117.64 feet; thence North 89°20'00" West 118.04 feet; thence South 00°07'00" West 77.47 feet; thence South 89°20'00" East 111.80 feet; thence South 00°07'00" West 15.27 feet; to a point on the northerly right of way line of 9000 South Street; thence South 89°20'00" East 34.50 feet along said Northerly right of way line; thence North 00°07'00" East 17.25 feet; thence South 89°20'00" East 17.48 feet; thence North 00°07'00" East 86.13 feet; thence South 89°20'00" East 103.48 feet; thence South 00°06'00" West 70.89 feet; thence South 89°39'08" East 20.86 feet; thence South 00°40'00" West 18.88 feet; thence South 89°20'00" East 135.50 feet; thence North 00°20'52" East 42.46 feet; thence North 89°37'21" West 95.89 feet; thence North 00°08'31" East 49.19 feet; thence South 89°36'38" East 76.50 feet; thence North 00°20'52" East 16.27 feet; thence North 69°22'04" East 21.32 feet to a point on the westerly right of way line of Green Way; thence Northwesterly along said westerly right of way line 25.99 feet along the arc of a 235.00 foot radius curve to the left, chord bears North 24°21'54" West 25.97 feet; thence leaving said westerly right of way line South 69°22'04" West 15.12 feet to a point on a 220 foot radius curve to the left; thence along the arc of said curve 79.61 feet, chord bears North 38°22'22" West 79.18 feet; thence North 89°22'57" West 183.80 feet; thence North 00°07'00" East 1.73 feet; thence North 89°20'00" West 47.11 to the point of beginning.

**EXHIBIT A**

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