

When recorded return to:  
Fremont L. Woodward  
123 Highland Circle  
Payson, Utah 84651

ENT 101415:2007 PG 1 of 3  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Jul 13 9:44 am FEE 16.00 BY SS  
RECORDED FOR RUIZ, MARTIN

## CROSS EASEMENT AGREEMENT

This Agreement granting reciprocal easements is made this 12<sup>th</sup> day of July, 2007, between Fremont L. Woodward (herein Woodward); and Dana L. Hagio (herein Hagio).

### RECITALS

A. Woodward and Hagio each own certain contiguous parcels of real property located at or near 158 East 200 South, Springville, Utah in Utah County, State of Utah.

B. Woodward is the owner of the real property in Utah County, Utah more particularly described as follows (herein the Woodward Property):

Lot 1, McPherson Acres, a Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's Office, State of Utah.  
Tax Parcel No. 46-684-0001.

C. Hagio is the owner of real property in Utah County, Utah more particularly described as follows (herein the Hagio Property):

Lot 2, McPherson Acres, a Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's Office, State of Utah.  
Tax Parcel No. 46-684-0002.

D. Each of the parties to this Agreement is willing to grant and convey reciprocal easements over and across its property for the purposes set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Grant of the "Hagio Easement" across the Woodward Property. Woodward herewith grants, conveys and warrants to Hagio, and their successors and assigns, a non-exclusive perpetual easement and right-of-way over and across that portion of the Woodward Property described as follows (herein the "Hagio Easement"):

The East 6 feet of the North 100 feet of Lot 1, McPherson Acres as described above.

The Hagio Easement and right-of-way is for the purpose of providing Hagio, its successors, assigns ingress and egress to and for the benefit of the Hagio property.

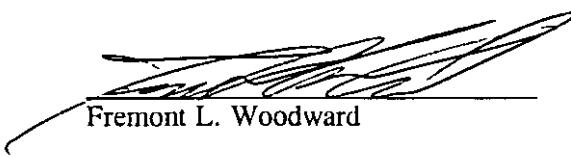
2. Grant of the "Woodward Easement" across the Hagio Property. Hagio herewith grants, conveys and warrants to Woodward, and their successors and assigns, a non-exclusive perpetual easement and right-of-way over and across that portion of the Hagio Property described as follows (herein the Woodward Easement):

The West 6 feet of the North 100 feet of Lot 2, McPherson Acres as described above.

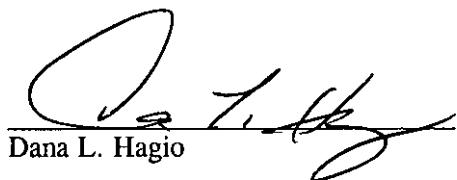
The Woodward Easement and right-of-way is for the purpose of providing Woodward, its successors, assigns ingress and egress to and for the benefit of the Woodward property.

6. Construction, Maintenance and Repairs. Hagio shall pay fifty percent (50%) and Woodward, shall pay the other fifty percent (50%) of all costs of hard-surfacing and maintaining the Hagio and Woodward Easements as described above. Maintenance shall include, but not be limited to; resurfacing, snow removal, sweeping, etc.

7. Running of Benefits and Burdens. The grants of the easements made pursuant to the terms of this Agreement, shall run with the land and shall be binding on and inure to the benefit of the parties hereto to whom the respective grants are made, their successors and assigns. Each of the parties agrees that his or its use of the rights granted under the terms of this Agreement shall be with due regard to the rights of the other parties and that the use of the easements across the property of the other parties and that the use of the easements across the property of the other will not in any way obstruct vehicular passage thereon or prevent the proper and reasonable use of the property through which the easements are granted.



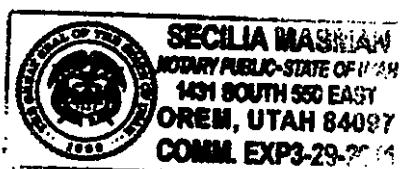
Fremont L. Woodward



Dana L. Hagio

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2007, by  
 Fremont L. Woodward.




CECILIA MASHAM  
 NOTARY PUBLIC

STATE OF UTAH

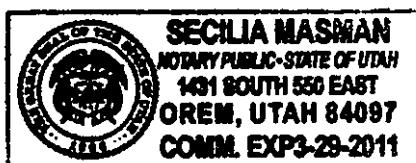
)

: SS.

COUNTY OF SALT LAKE

)

*Utah*  
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2007, by  
Dana L. Hagio.



*Seclia Masman*  
NOTARY PUBLIC