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 05/15/2009 09:09 AM \$30.00
 Book - 9723 Pg - 2808-2812
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SUTHERLAND TITLE
 920 E WOODOAK LN STE 100
 MURRAY UT 84117
 BY: ZJM, DEPUTY - WI 5 P.

When Recorded mail to:
 Sutherland title Company
 920 east Wood Oak Lane #100
 Salt Lake City, UT 84117

CROSS EASEMENT AND MAINTENANCE AGREEMENT

This Cross Easement and Maintenance Agreement is made this 8TH day of APRIL, 2008⁹ by ASPEN MEADOWS CONDOMINIUMS OWNERS' ASSOCIATION, representing each and every owner of all Units therein by authority (Hereinafter referred to as THE CONDO ASSOCIATION), and ASPEN MEADOWS PUD OWNERS' ASSOCIATION, representing each and every owner of all Units therein by authority (Hereinafter referred to as THE PUD ASSOCIATION).

Recitals:

Whereas, THE CONDO ASSOCIATION is the owner in fee simple of the following described tract of land located in Salt Lake County, State of Utah, described as follows:

A Private Lane known as Aspen Meadows Court (Hereinafter referred to as ASPEN MEADOWS COURT), as identified and described on the official recorded plat of ASPEN MEADOWS CONDOMINIUMS, recorded December 18, 2000, as Entry No. 7782753, in Book 2000P of Plats, at Page 358, of official records. (Hereinafter referred to as ASPEN MEADOWS CONDOMINIUMS)

Part of Tax Parcel No.: 16-31-458-013

Whereas, THE PUD ASSOCIATION is the owner in fee simple of the following described tract of land located in Salt Lake County, State of Utah, described as follows:

Beginning at a point on the Westerly line of 500 East Street, said point being on the Northerly line of Aspen Meadows Condominiums, as recorded with the Office of the Salt Lake County recorder, said point also being North 00°03'15" West 802.71 feet (North 808.57 feet record) from the Southeast corner of Lot 12, Block 7, Ten Acre Plat "A", Big Field Survey, and running thence North 00°03'15" West along said Westerly line of 500 East Street 170.01 feet (North 170.47 feet record) to the Southeast corner of the Mallard Crossing Partnership Limited Parcel as conveyed by Warranty Deed, recorded July 31, 2002, in Book 6494, on Page 1269, of the Official Records; thence South 76°28'00" West along the Southeasterly line of said Mallard Crossing Partnership Limited Parcel 590.23 feet (South 76°28'00" West 598.89 feet record); thence South 00°03'15" East 31.88 feet (South 27.43 feet record) to the Northwest corner of said Aspen Meadows Condominiums; thence South 89°59'55" East along said Northerly line of said Aspen Meadows Condominiums 573.97 feet (East 582.26 feet record) to the point of beginning.

Being the proposed Plat of ASPEN MEADOWS P.U.D.

(Hereinafter referred to as ASPEN MEADOWS P.U.D.)

Whereas, THE CONDO ASSOCIATION and THE PUD ASSOCIATION are desirous to create this Cross Easement and Maintenance Agreement to provide for access, utility easements, and the continued maintenance of ASPEN MEADOWS COURT, for the benefit of said ASPEN MEADOWS P.U.D. and said ASPEN MEADOWS CONDOMINIUMS, as described above.

NOW THEREFORE, for such purposes and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration of which this Cross Easement and Maintenance Agreement is a part, the receipt and sufficiency of which is hereby acknowledged, THE CONDO ASSOCIATION and THE PUD ASSOCIATION declare as follows:

1. ACCESS AND UTILITY EASEMENT (CROSS EASEMENT):

1a.) ACCESS: THE CONDO ASSOCIATION hereby declares THE PUD ASSOCIATION and THE CONDO ASSOCIATION and each respective owner of any Unit contained within said ASPEN MEADOWS P.U.D. and ASPEN MEADOWS CONDOMINIUMS shall have, and share equally, access over and across said ASPEN MEADOWS COURT, without hindrance to each other.

1b.) UTILITY EASEMENT: Together, THE CONDO ASSOCIATION and THE PUD ASSOCIATION shall allow for the installation and continued maintenance of utilities over, under, upon and across said ASPEN MEADOWS COURT, mutually determined as necessary or heretofore granted.

2. MAINTENANCE AGREEMENT:

That the ASPEN MEADOWS CONDOMINIUMS OWNERS' ASSOCIATION, representing each and every owner of all Units therein by authority, and the ASPEN MEADOWS PUD OWNERS' ASSOCIATION, representing each and every owner of all Units therein by authority, shall be equally responsible for any paving, landscaping, maintenance, general upkeep and continued maintenance of said ASPEN MEADOWS COURT, mutually determined necessary, sharing equally all costs related thereto.

3. SUCCESSORS AND ASSIGNS:

It is intended that the covenants and conditions set forth herein shall run with the real properties described, and shall be perpetual, and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of parties hereto and their respective successors, assigns, heirs, devisees, legatees and personal representatives.

This Cross Easement Maintenance Agreement being EXECUTED the date and year first above written.

ASPEN MEADOWS CONDOMINIUMS OWNERS' ASSOCIATION

By:

It's:



ASPEN MEADOWS PUD OWNERS' ASSOCIATION

By:

It's:

1. ACCESS AND UTILITY EASEMENT (CROSS EASEMENT):

1a.) ACCESS: THE CONDO ASSOCIATION hereby declares THE PUD ASSOCIATION and THE CONDO ASSOCIATION and each respective owner of any Unit contained within said ASPEN MEADOWS P.U.D. and ASPEN MEADOWS CONDOMINIUMS shall have, and share equally, access over and across said ASPEN MEADOWS COURT, without hindrance to each other.

1b.) UTILITY EASEMENT: Together, THE CONDO ASSOCIATION and THE PUD ASSOCIATION shall allow for the installation and continued maintenance of utilities over, under, upon and across said ASPEN MEADOWS COURT, mutually determined as necessary or heretofore granted.

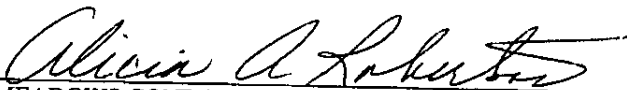
2. MAINTENANCE AGREEMENT:



That the ASPEN MEADOWS CONDOMINIUMS OWNERS' ASSOCIATION, representing each and every owner of all Units therein by authority, and the ASPEN MEADOWS PUD OWNERS' ASSOCIATION, representing each and every owner of all Units therein by authority, shall be equally responsible for any paving, landscaping, maintenance, general upkeep and continued maintenance of said ASPEN MEADOWS COURT, mutually determined necessary, sharing equally all costs related thereto.

3. SUCCESSORS AND ASSIGNS:

It is intended that the covenants and conditions set forth herein shall run with the real properties described, and shall be perpetual, and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of parties hereto and their respective successors, assigns, heirs, devisees, legatees and personal representatives.

This Cross Easement Maintenance Agreement being EXECUTED the date and year first above written.



ASPEN MEADOWS CONDOMINIUMS OWNERS' ASSOCIATION
By:  ALICIA A. ROBERTSON
It's:  President

ASPEN MEADOWS PUD OWNERS' ASSOCIATION
By:
It's:

STATE OF UTAH
ss.
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2008,
by _____

the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same on behalf of
said Association.

My commission expires _____ . Witness my hand and official seal.

Notary Public

STATE OF UTAH
ss.
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 3TH day of APRIL, ~~2008~~ 2009,
by GARY W. LARSON mrt

the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same on behalf of
said Association.

My commission expires 11/5/11 . Witness my hand and official seal.

m r t

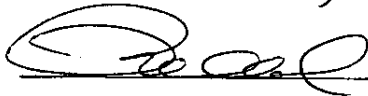
Notary Public



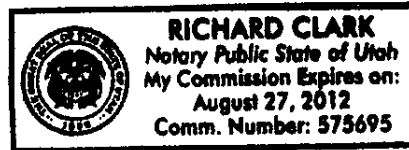
NOTARY PUBLIC
MARJORY TAYLOR
920 E. Wood Oak Lane #100
Salt Lake City, Utah 84117
My Commission Expires
January 15, 2011
STATE OF UTAH

STATE OF UTAH
ss.
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 10th day of April, 2008, 2009
by Alicia A. Robertson, president of Aspen Meadows Condominiums
Owners Association
the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same on behalf of
said Association.
My commission expires Aug 27, 2012. Witness my hand and official seal.



Notary Public



STATE OF UTAH
ss.
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 2008,
by _____
the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same on behalf of
said Association.
My commission expires _____. Witness my hand and official seal.

Notary Public