

10894919

02/09/2010 12:34 PM \$18.00

Book - 9802 Pg - 9720-9724

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

WAYNE PACE CONSTRUCTION

3037 EAST GRANITE MEADOW LANE

SANDY UTAH 84092

BY: SAM, DEPUTY - WI 5 P.

WHEN RECORDED RETURN TO:

Wayne Pace Construction and Investment, Inc.
 3037 East Granite Meadow Lane
 Sandy, Utah 84092

MAINTENANCE AND EASEMENT AGREEMENT

This Agreement is made this 25 day of JAN 2010, by and between Joseph N. Beecroft ("Beecroft") and Wayne Pace Construction and Investment, Inc., a Utah corporation ("Pace") and Kevin J. McLaughlin and Penny M. Rainaldi, Trustees, or their successors in trust, under the Teresa K. McLaughlin Family Trust dated May 3, 2007 ("McLaughlin").

RECITALS

A. Beecroft owns certain real property ("Beecroft Property") located in Salt Lake County, State of Utah, which is more particularly described as follow:

Lot 1, Stahl Glacier Lane Minor Subdivision, according to the official plat thereof on file and of record in the official records of the Salt Lake County Recorder.

B. Pace owns certain real property ("Pace Property No. 1") located in Salt Lake County, State of Utah, which Pace Property No. 1 is more particularly described as follow:

Lots 3A and 4A, Glacier Park Place, P.U.D. Amended Stahl Glacier Lane Minor Subdivision Amended, according to the official plat thereof on file and of record in the official records of the Salt Lake County Recorder.

C. Pace also owns certain real property ("Pace Property No. 2") located in Salt Lake County, State of Utah, which Pace Property No. 2 is more particularly described as follow:

Lot 1, Glacier Meadow Minor Subdivision, according to the official plat thereof on file and of record in the official records of the Salt Lake County Recorder.

D. Kevin J. McLaughlin and Penny M. Rainaldi, Trustees, or their successors in trust, under the Teresa K. McLaughlin Family Trust dated May 3, 2007 certain real property ("McLaughlin Property") located in Salt Lake County, State of Utah, which McLaughlin Property is more particularly described as follow:

Lot 2, Glacier Meadow Minor Subdivision, according to the official plat thereof on file and of record in the official records of the Salt Lake County Recorder.

E. In developing the properties described above, a proposed easement was designated over the North 20 feet of Lot 1 of the Beecroft Property ("the Easement Premises") for ingress and egress for the benefit of the Pace Property No. 1, Pace Property No. 2, the Beecroft Property and the McLaughlin Property.

F. The Easement Premises are located in Salt Lake County, State of Utah, and are described as follows:

Beginning at the Northwest corner (same as the Northeast corner of Lot 4A) of Lot 1, Stahl Glacier Lane Minor Subdivision, according to the official plat thereof on file and of record in the official records of the Salt Lake County Recorder; and running thence North 90 deg. 00'00" East 134.00 feet; thence South 00 deg. 00'00" East 20.00 feet; thence South 90 deg. 00'00" West 102.90 feet, more or less, to a tangent curve to the left; thence along said 28.00 foot radius curve to the left 43.98 feet (chord bears South 45 deg. 00'00" West 39.60) to the West line of Lot 1; thence North 51.10 feet, more or less, along said West line to the point of beginning.

Excepting therefrom that portion lying within the bounds of Glacier Lane, a private street.

G. From the subdividing and development of all of the properties described herein, the parties acknowledge that the Easement Premises have been used by each of the parties to access their properties.

NOW, THEREFORE, in consideration of the premises, the covenants, promises, terms and conditions contained hereafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Rights of Pace and McLaughlin in the Easement Premises. Subject to the terms, covenants, conditions, and reservations in this Agreement, Joseph N. Beecroft hereby grants and conveys to Wayne Pace Construction and Investment, Inc., a Utah corporation, and to Kevin J. McLaughlin and Penny M. Rainaldi, Trustees, or their successors in trust, under the Teresa K. McLaughlin Family Trust dated May 3, 2007 the following rights in the Easement Premises:

A. A perpetual and non-exclusive right of ingress and egress for vehicular and pedestrian traffic over and a sewer line under the Easement Premises. This right is intended for Pace, McLaughlin, and Beecroft, and their respective lenders, tenants, contractors, employees, agents, licensees, invitees, and guests.

B. The rights granted herein shall be appurtenant to the two (2) lots of the Pace Property No. 1 and to Pace Property No. 2 and to the McLaughlin Property and to the Beecroft Property and shall run with the land.

2. Reservation by Beecroft. Beecroft reserves the right to use and enjoy the Easement Premises under the same terms, covenants and conditions as all of the other parties to this Agreement.

3. Maintenance. Until there are two residential structures on Pace Property No. 1, the parties agree that each party hereto shall bear one-fourth of the entire cost maintaining and repairing the Easement Premises. Maintenance shall include, but not be limited to, the cost of snow removal, upkeep, and repair. Potholes shall be repaired as soon as weather permits. Each party to this Agreement grants to the other parties to this Agreement an easement to enter upon the party's property, if necessary, to maintain or repair the Easement Premises. The parties shall establish an annual budget from which assessments shall be made in January of each year. The assessment may be paid monthly or quarterly or semi-annually or annually.

4. Indemnification and Insurance. Each party hereby agrees to indemnify, defend and hold harmless the other parties from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees at trial and on appeal), judgments, proceedings, and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from that party's negligent or willful act or omission. Each party agrees to maintain insurance, of at least \$300,000.00, for total claims for any one occurrence on the Easement Premises.

5. Damage. If any party causes damage to the Easement Premises, then that party shall be solely responsible to immediately and completely replace and repair and restore that portion of the Easement Premises damaged. Except for the Easement Premises, the parties acknowledge and agree that each party is solely responsible for maintaining his property held in fee simple. However, if the act of any party causes damage to the Easement Premises or to the property outside the Easement Premises, then the party causing the damage shall be solely responsible to immediately and completely repair and restore that portion of the property damaged.

6. Encumbrances. The parties agree that there is a deed of trust on the Beecroft Property in favor of First Horizon Home Loan Corporation dated January 13, 2006 and recorded on January 18, 2006 as Entry No. 9613181, which Beecroft agrees to pay and indemnify Pace and McLaughlin from loss or damage.

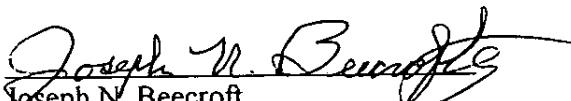
7. Default. If any party does not perform his obligations under this Agreement, the non-defaulting party shall be entitled to enforce, with or without litigation, this Agreement and seek any remedy at law, in equity or under this Agreement. The non-defaulting party or parties shall also be entitled a lien for the amount of the unpaid assessment for maintenance and taxes. The effective date of the lien shall be the date of delinquency of the assessment. Those remedies under the Agreement include specific performance and attorney's fees and costs, including fees and costs incurred on appeal or in bankruptcy, to enforce this Agreement.

8. Modification and Integration. This Agreement shall not be amended or modified except in writing executed by all parties with an interest in the Property. This Agreement represents a final understanding of the parties and all other agreements (oral or in writing), notes, memoranda, and negotiations are hereby merged herein.

9. Second Easement. To be used jointly with the owners of Pace Property No. 1, Pace hereby grants and conveys to Beecroft a non-exclusive easement for ingress and egress over the East 20 feet of the most Northerly 152.96 feet of Lot 4A, Glacier Park Place, P.U.D. Amended Stahl Glacier Lane Minor Subdivision Amended, according to the official plat thereof on file and of record in the official records of the Salt Lake County Recorder. The covenants and obligations and conditions set forth in paragraphs 3 through 7, 9 through 11, and 13 also apply to this Second Easement.

10. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

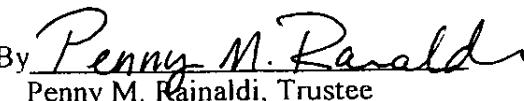

Joseph N. Beecroft

Wayne Pace Construction and Investment,
Inc., a Utah corporation

By 
Wayne Pace, President

Teresa K. McLaughlin Family Trust dated
May 3, 2007

By 
Kevin J. McLaughlin, Trustee

By 
Penny M. Rainaldi, Trustee

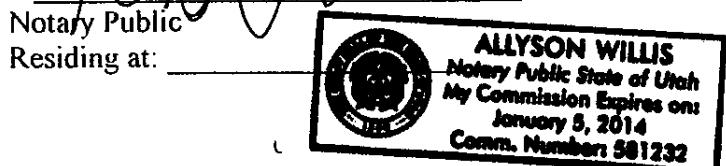
ACKNOWLEDGMENTS

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was duly acknowledged before me this 25 day of
Jan 2010 by Joseph N. Beecroft.

My Commission Expires:

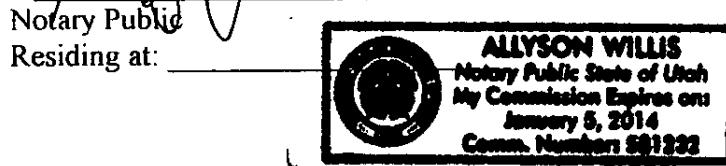
State of Utah)
) ss.
County of Salt Lake)



The foregoing instrument was duly acknowledged before me this 25 day of
Jan 2010 by Wayne Pace, President of Wayne Pace Construction and
Investment, Inc., a Utah corporation.

My Commission Expires:

State of Utah)
) ss.
County of Salt Lake)



The foregoing instrument was duly acknowledged before me this 5th day of
February, 2010 by Kevin J. McLaughlin and Penny M. Rainaldi, Trustees, or their
successors in trust, under the Teresa K. McLaughlin Family Trust dated Jan 25, 2010

My Commission Expires:

04/06/2013

Margo N. Skeem
Notary Public
Residing at: Salt Lake County, UT

