

When Recorded mail to:
John Ashby and Lenore Ashby
13011 South Fort Street
Draper, UT 84020

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6/11/2013 8:53:00 AM \$14.00
Book - 10147 Pg - 8621-8622
Gary W. Ott
Recorder, Salt Lake County, UT
SUTHERLAND TITLE
BY: eCASH, DEPUTY - EF 2 P.

CROSS EASEMENT MAINTENANCE AGREEMENT

This Cross Easement Maintenance Agreement is made this 12 day of June, 2013, by JOHN H. ASHBY and LENORE S. ASHBY (Hereinafter referred to as ASHBY).

Recitals:

Whereas, ASHBY is the owner in fee simple of the following described tracts of land located in Salt Lake County, State of Utah, described as follows:

Lot 1, SIMPER SUBDIVISION, according to the official plat hereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah. (Hereinafter referred to as LOT 1)

Tax Parcel No.: 28-32-327-032

Lot 2, SIMPER SUBDIVISION, according to the official plat hereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah. (Hereinafter referred to as LOT 2)

Tax Parcel No.: 28-32-327-031

Parcel A, SIMPER SUBDIVISION, according to the official plat hereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah. (Hereinafter referred to as PARCEL A)

Tax Parcel No.: 28-32-327-030

Whereas, ASHBY is desirous to create this Cross Easement Maintenance Agreement to provide for access, fire access, utility easements, and the continued maintenance of PARCEL A, for the benefit of said PARCEL A and said LOT 1 and LOT 2, 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 Maintenance Agreement is a part, the receipt and sufficiency of which is hereby acknowledged, ASHBY declares as follows:

1. ACCESS, FIRE AND UTILITY EASEMENT (CROSS EASEMENT):

1a.) ACCESS: ASHBY hereby declares the current and future owner(s) of said LOT 1 and LOT 2 shall have, and share equally, access to and from said LOT 1 and LOT 2, over and across said PARCEL A, without hindrance to each other.

1b.) FIRE: ASHBY hereby declares the current and future owner(s) of said LOT 1 and LOT 2, shall provide sufficient fire access for emergency vehicles over and across said PARCEL A, as is required by authority.

1c.) UTILITY EASEMENT: ASHBY hereby declares the current and future owner(s) of said LOT 1 and LOT 2, shall allow for the installation and continued maintenance of utilities over, under, upon and across said PARCEL A, mutually determined as necessary or heretofore granted.

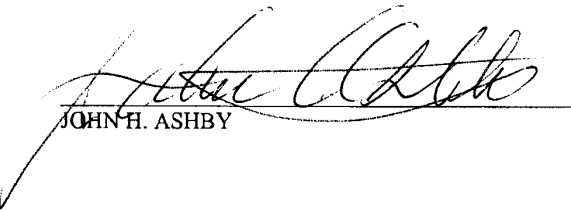
2. MAINTENANCE AGREEMENT:

ASHBY hereby declares the current and future owner(s) of said LOT 1 and LOT 2 shall be equally responsible for any paving, landscaping, maintenance, general upkeep and continued maintenance of said PARCEL A, mutually determined necessary, sharing equally all costs related thereto, with the exception that the owner(s) of said LOT 1 or LOT 2 shall be solely responsible for any costs of installation and maintenance of any utilities providing exclusive services to either LOT 1 or LOT 2 respectively.

3. SUCCESSORS AND ASSIGNS:

The responsibility created hereby shall be disclosed to subsequent purchasers of said LOT 1 and LOT 2, as the current owner(s) and each subsequent owner shall be bound by this Agreement. 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.


JOHN H. ASHBY


LENORE S. ASHBY

STATE OF

UTAH

ss.

COUNTY OF

SALT LAKE

The foregoing instrument was acknowledged before me this 10th day of June, 2013, by JOHN H. ASHBY and LENORE S. ASHBY, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

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


Notary Public

