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14379678 B: 11568 P: 6228 Total Pages: 6
05/02/2025 03:12 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MIKE CHRISTENSEN
3404 S 2130 EMILLCREEK, UT 84109



Parcel Nos. 16-27-352-020-0000
16-27-352-027-0000

CROSS EASEMENT AND ACCESS AGREEMENT

This Cross Easement and Access Agreement (this “Agreement”) is made effective this 2nd day of May 2025, by and between Michael H. & Valerie H. Christensen (collectively “Christensen”) and Scott and Lorie Anne Thompson (collectively “Thompson”).

RECITALS:

1. Christensen is the owner of Parcel No. 16-27-352-020-0000 located in Salt Lake County, Utah, with an address of 3404 S. 2130 E., Salt Lake City, Utah 84109 (the “Christensen Property”).
2. Thompson is the owner of Parcel No. 16-27-352-027-0000 located in Salt Lake County, Utah, with an address of 3380 South 2130 East, Salt Lake City, Utah 84109 (the “Thompson Property”).
3. The Christensen Property is adjacent to, and south of, the Thompson Property, as depicted on the Boundary Survey attached hereto as Exhibit A, and incorporated herein by reference.
4. There is an iron fence (the “Iron Fence”) located on the Thompson Property as depicted on the Boundary Survey. For many years, the owners, residents, and guests of the Christensen Property have used the area identified on the Boundary Survey as the “Christensen Portion of Easement,” which is located on the Thompson Property.
5. The boundary line between the Christensen Property and the Thompson Property, as depicted in the Boundary Survey, crosses a portion of the driveway used by Thompson to access the Thompson Property. For many years, the owners, residents, and guests of the Thompson Property have used the area identified on the Boundary Survey as the “Thompson Portion of Easement,” which is located on the Christensen Property.
6. The legal descriptions for the Christensen Portion of Easement and the Thompson Portion Easement are attached hereto as Exhibit B, and incorporated herein by reference.

7. Christensen and Thompson desire to grant permanent cross easements as to the Thompson Portion of Easement and the Christensen Portion of Easement for each other, and their licensees and invitees, for use, ingress and egress on and across the respective easement areas depicted on the Boundary Survey.

TERMS:

In consideration of the mutual covenants and promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the undersigned agree as follows:

1. Thompson Easement. Christensen hereby grants Thompson, and their successors and assigns, for the benefit of the Thompson Property, a perpetual, non-exclusive easement over the Thompson Portion of Easement, as identified in Exhibit B, for residential use, and for ingress and egress to and from the driveway of the Thompson Property by Thompson, their licensees, and invitees. Thompson will be responsible for all reasonable maintenance, repair, and replacement and costs related to the Thompson Portion of Easement.
2. Christensen Easement. Thompson hereby grants Christensen, and their successors and assigns, for the benefit of the Christensen Property, a perpetual, non-exclusive easement over the Christensen Portion of Easement, as identified in Exhibit B, for residential use, and for ingress and egress to and from the backyard of the Christensen Property by Christensen, their licensees, and invitees. Christensen will be responsible for all reasonable maintenance, repair, and replacement and costs related to the Christensen Portion of Easement, including but not limited to the Iron Fence.
3. Successors and Assigns. This Agreement shall run with the land and the successors to Christensen and Thompson in their respective properties shall be bound by this Agreement.
4. Recording. This Agreement shall be recorded upon execution with the Salt Lake County Recorder's Office.
5. Entire Agreement. This agreement includes the entire agreement between the parties regarding the matters described herein and all prior discussions, promises or understandings are merged herein. This agreement, and the matters, rights and obligations described herein, shall run with the land and be binding upon and inure to the benefit of the owner of the Christensen Property and the owner of the Thompson Property, and their successors and assigns.
6. Disputes. The prevailing party in any dispute with respect to this Agreement is entitled to recover reasonable attorney fees, costs, and expenses incurred with respect to enforcing

this Agreement. Utah law shall govern any disputes regarding this Agreement, without respect to any choice of law provisions.



Michael H. Christensen

Michael H. Christensen

Valerie H. Christensen
Valerie H. Christensen

Valerie H. Christensen

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

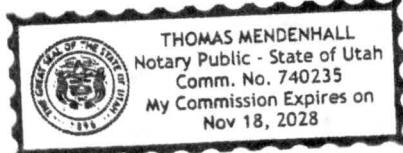
On this 2 day of May, 2025, before me appeared Michael H. and Valerie H. Christensen, to me personally known, who, being by me duly sworn, did say that they signed the foregoing agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

TG Mendenhall
Notary Public
Print Name: TG Mendenhall

My commission expires:

Nov 16, 2008





Scott Thompson

Lori Anne Thompson
Lori Anne Thompson

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 2 day of May, 2023, before me appeared Scott and Lorie Anne Thompson, to me personally known, who, being by me duly sworn, did say that they signed the foregoing agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

Notary Public
Print Name: ts Mordenhall

My commission expires:

Nov 18, 2008

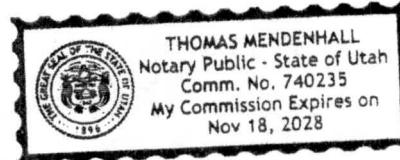


EXHIBIT B

LEGAL DESCRIPTION FOR CHRISTENSEN PORTION OF EASEMENT

A PORTION OF GROUND THAT IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE CHRISTENSEN PROPERTY AS CONTAINED IN THAT CERTAIN WARRANTY DEED ENTRY NO. 10439235, SAID POINT BEING NORTH 89°50'54" EAST ALONG THE SECTION LINE (EAST BY RECORD) 980.10 FEET AND NORTH 00°09'06" WEST (NORTH BY RECORD) 325.75 FEET FROM THE SOUTHWEST CORNER, SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°09'06" WEST 7.94 FEET TO AN EXISTING VINYL FENCE; THENCE SOUTH 89°44'39" EAST ALONG SAID VINYL FENCE AND THE EXTENSION THEREOF; THENCE NORTH 01°00'23" EAST 2.06 FEET TO THE CENTERLINE OF AN EXISTING DITCH; THENCE ALONG SAID CENTERLINE OF SAID DITCH THE FOLLOWING THREE (3) COURSES: SOUTH 89°57'25" EAST 32.31 FEET TO THE POINT ON A 12.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY 8.10 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°40'48" (WHICH LONG CHORD BEARS SOUTH 70°37'01" EAST 7.95 FEET); THENCE SOUTH 51°16'37" EAST 10.56 FEET; THENCE SOUTH 89°50'54" WEST 133.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,046.41 SQ/FT OR 0.02 ACRES

LEGAL DESCRIPTION FOR THOMPSON PORTION OF EASEMENT

A PORTION OF GROUND THAT IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE CHRISTENSEN PROPERTY AS CONTAINED IN THAT CERTAIN WARRANTY DEED ENTRY NO. 10439235, SAID POINT BEING NORTH 89°50'54" EAST ALONG THE SECTION LINE (EAST BY RECORD) 980.10 FEET AND NORTH 00°09'06" WEST (NORTH BY RECORD) 325.75 FEET AND NORTH 89°50'54" EAST (EAST BY RECORD) 155.65 FEET FROM THE SOUTHWEST CORNER, SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°09'06" EAST 17.68 FEET; THENCE NORTH 51°16'37" WEST 28.18 FEET; THENCE NORTH 89°50'54" EAST 21.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 194 SQ/FT OR 0.004 ACRES