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FILED AND RECORDED FOR

*Norman Thompson*  
1973 NOV 30 AM 9 33

Filed  Indexed    
Recorded  Abstracted   
Compared  Page

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY *Ruth Eames Olsen*

AGREEMENT FOR RIGHT-OF-WAY

AGREEMENT made this 30 day of Nov. 1973,

by and between LaDAWN APARTMENTS, A LIMITED PARTNERSHIP, herein-  
after referred to as LaDawn, and LaDAWN APARTMENTS II, A LIMITED  
PARTNERSHIP, hereinafter referred to as LaDawn II.

THE PARTIES RECITE:

LaDawn is the owner of certain real property located in  
the County of Weber, State of Utah located generally at 2380 South  
1900 West, Ogden, Utah.

LaDawn II is the owner of real property adjacent to that  
owned by LaDawn and desires a right-of-way over the real property  
owned by LaDawn.

LaDawn is willing to grant an easement to LaDawn II for  
ingress and egress on condition that LaDawn shall also have a  
right-of-way over the real property.

THEREFORE, in consideration of the foregoing, the parties  
covenant and agree as follows:

1. LaDawn hereby grants and conveys to LaDawn II a non-  
exclusive easement for ingress and egress and utilities over, upon  
and under the real estate located in the County of Weber, State of  
Utah, particularly described as follows (the right-of-way property):

Beginning at a point 849.55 feet East and 33 feet South of  
the Northwest corner of Section 13, Township 5 North, Range  
2 West, Salt Lake Meridian, U. S. Survey, and running thence  
South 169 feet; thence East 30 feet; thence South 355 feet;  
thence East 30 feet; thence North 524 feet; thence West 60  
feet to the point of beginning.

2. The easement granted in the above paragraph is not an  
exclusive easement but is subject to equal rights on the part of  
LaDawn of ingress and egress and utilities over, upon and under  
the right-of-way property.

3. LaDawn shall be responsible for maintaining and keep-  
ing in good repair the right-of-way property which shall include  
but not be limited to maintaining a driveway suitable for the busi-  
ness needs of LaDawn and LaDawn II. LaDawn shall be entitled to a

contribution from LaDawn II for one-half of the costs incurred, including reasonable compensation for services performed and materials furnished by LaDawn, in maintaining and repairing the right-of-way.

4. In the event LaDawn shall fail, after written demand by LaDawn II, to maintain and keep in good repair the right-of-way property, LaDawn II shall have the right to repair and otherwise put the right-of-way property in satisfactory condition. LaDawn II shall be entitled to a contribution from LaDawn for one-half of the costs incurred, including reasonable compensation for services performed and materials furnished by LaDawn II, in repairing the right-of-way.

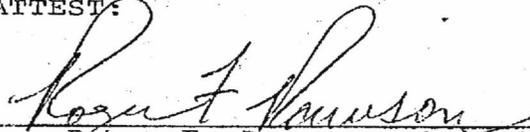
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

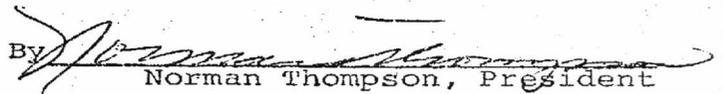
LaDAWN APARTMENTS  
A LIMITED PARTNERSHIP

LaDAWN APARTMENTS COMPANY  
General Partner

[Seal]

ATTEST:

  
\_\_\_\_\_  
Roger F. Rawson, Secretary

By   
\_\_\_\_\_  
Norman Thompson, President

LaDAWN APARTMENTS II  
A LIMITED PARTNERSHIP

LaDAWN APARTMENTS COMPANY  
General Partner

[Seal]

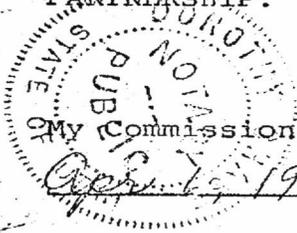
ATTEST:

  
\_\_\_\_\_  
Roger F. Rawson, Secretary

By   
\_\_\_\_\_  
Norman Thompson, President

STATE OF UTAH )  
COUNTY OF Weber ) ss.

On this 30<sup>th</sup> day of November 1973, before me  
Dorothy Chase, a Notary Public in and for Weber  
County, State of Utah, personally appeared Norman Thompson, known  
to me to be the President and personally appeared Roger F. Rawson,  
known to me to be the Secretary of LaDAWN APARTMENTS COMPANY, a  
corporation, and acknowledged to me that said corporation executed  
this document as a general partner of LaDAWN APARTMENTS, A LIMITED  
PARTNERSHIP.



My Commission Expires:

April 19, 1977

Dorothy Chase  
Notary Public

STATE OF UTAH )  
COUNTY OF Weber ) ss.

On this 30<sup>th</sup> day of November 1973, before me  
Dorothy Chase, a Notary Public in and for Weber  
County, State of Utah, personally appeared Norman Thompson, known  
to me to be the President and personally appeared Roger F. Rawson,  
known to me to be the Secretary of LaDAWN APARTMENTS COMPANY, a  
corporation, and acknowledged to me that said corporation executed  
this document as a general partner of LaDAWN APARTMENTS II, A  
LIMITED PARTNERSHIP.



My Commission Expires:

April 19, 1977

Dorothy Chase  
Notary Public