

1999457

BOOK 2189 PAGE 272

Recorded 1964 APR 19 1964 at 2070  
 Request of BACKMAN, BACKMAN & CLARK  
 Fee Paid HAZEL TARGART CHASE  
 Recorder, Salt Lake County, Utah  
 \$ 7.00 By [Signature]  
 Ref: \_\_\_\_\_

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this 20<sup>TH</sup> day of April, 1964, by and between Backman Abstract & Title Company, Trustee, Merlin D. Harrison, and Janice L. Harrison, his wife, Clyde H. Green and Coranell C. Green, his wife, Delbert L. Christensen and Joan O. Christensen, his wife, Cuthbert J. Trimble and Athleen K. Trimble, his wife, Mark Klotovich and Elaine Klotovich, his wife, and Sherman D. Miller and Patricia Miller, his wife, all of Salt Lake County, State of Utah.

W I T N E S S E T H:

WHEREAS the said parties have an interest in certain real property situated in Salt Lake County, State of Utah, in the Southwest quarter of Section 2, Township 3 South, Range 1 West, Salt Lake Meridian; and

WHEREAS the said parties are desirous of creating a joint right of way over and across a portion of their respective properties, more particularly described as follows:

COMMENCING at a point 80 rods East from the West quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence West 25 feet; thence South 40 rods; thence East 25 feet; thence North 8.65 feet; thence East 25 feet; thence North 651.35 feet; thence West 25 feet to the point of beginning;

and to fix their respective rights and obligations in connection therewith;

NOW, THEREFORE, in consideration of the payment of \$150.00 cash, by the said Cuthbert J. Trimble and Athleen K. Trimble, his wife, to Merlin D. Harrison and Janice L. Harrison, his wife, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and promises herein contained, the parties hereto covenant and agree as follows:

*CJT and AKI  
 4C 204  
 6.15.  
 mmx*

That a perpetual easement for a common right of way for the benefit ~~of~~ *←* and their successors (to any part thereof) whether adjoining or otherwise, of the adjoining land-owners is hereby created over and across the following described tract of land situated in Salt Lake County, State of Utah:

COMMENCING at a point 80 rods East from the West quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence West 25 feet; thence South 40 rods; thence East 25 feet; thence North 8.65 feet; thence East 25 feet; thence North 651.35 feet; thence West 25 feet to the point of beginning;

which easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created and is a covenant running with the land and shall be binding upon said parties, their heirs, executors, administrators or assigns.

Since it is contemplated that said right of way will be improved, it is

hereby covenanted and agreed by the parties hereto that upon request of a majority of the parties hereto (for this purpose Cuthbert J. Trimble and Athleen K. Trimble, his wife, shall be considered owners of one-third of the interest; the parties whose servient estates lie to the east of said right of way shall be considered owners of one-third of the interest, in proportion to the ratio their respective frontage on said right of way bears to 651.35 feet length of said right of way; and the parties whose servient estates lie to the west of said right of way shall be considered owners of one-third of the interest in proportion to the ratio their respective frontage on said right of way bears to the 40 rod length of said right of way) said right of way shall be improved by grading and black-topping said right of way, as agreed upon by the parties hereto. The cost of said improvements and the care, maintenance and repair thereof, from that time forward, shall be shared as follows: One third of said cost shall be paid by Cuthbert J. Trimble and Athleen K. Trimble, his wife, their heirs, executors, administrators or assigns. One-third of said cost shall be paid by those parties hereto whose servient estates lie to the east of said right of way, their respective heirs, executors, administrators or assigns, in proportion to the ratio their respective frontage on said right of way bears to the 651.35 feet length of said right of way. One-third of said cost shall be paid by those parties whose servient estates lie to the west of said right of way, their respective heirs, executors, administrators or assigns (except Merlin D. Harrison and Janice L. Harrison, his wife) in proportion to the ratio their respective frontage on said right of way bears to 396 feet (being the 40-rod length of said right of way less 264 feet now owned by Merlin D. Harrison and Janice L. Harrison, his wife). Merlin D. Harrison and Janice L. Harrison, his wife, shall not be required to make any payment for the cost of ~~any~~<sup>any</sup> improvements to said right of way unless, and until, they, their heirs, executors, administrators, or assigns, require the use of said right of way for access to their property, and from that date forward said Merlin D. Harrison and Janice L. Harrison, his wife, shall assume their share of the cost for care, maintenance and repair of said right of way.

The parties hereto agree to join in the dedication of said right of way to Salt Lake County when such action is required by said county for development of the adjoining properties.

IN WITNESS WHEREOF said parties to this agreement have hereunto signed their names the day and year first above written.

BACKMAN ABSTRACT & TITLE COMPANY, TRUSTEE

By Robert L. Backman  
Robert L. Backman  
Partner

Merlin D. Harrison  
Merlin D. Harrison

Janice L. Harrison  
Janice L. Harrison

Clyde H. Green  
Clyde H. Green

Coranell C. Green  
Coranell C. Green

Delbert L. Christensen  
Delbert L. Christensen

Joan O. Christensen  
Joan O. Christensen

Cuthbert J. Trimble  
Cuthbert J. Trimble

Athleen K. Trimble  
Athleen K. Trimble

Mark Klotovich  
Mark Klotovich

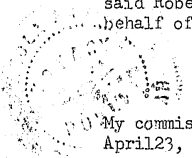
Elaine Klotovich  
Elaine Klotovich

Sherman D. Miller  
Sherman D. Miller

Patricia Miller  
Patricia Miller

STATE OF UTAH            0  
                                  :    ss.  
County of Salt Lake    0

On the 20<sup>th</sup> day of April, A. D. 1964, personally appeared before me Robert L. Backman, the signer of the within instrument, who being by me duly sworn, did say, that he is a partner in Backman Abstract & Title Company, a co-partnership, and that the within and foregoing instrument was signed in behalf of said co-partnership by authority of a resolution of said co-partnership, and said Robert L. Backman, duly acknowledged to me that he executed the same on behalf of said co-partnership, as trustee.

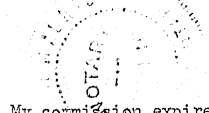


My commission expires:  
April 23, 1965.

Nevada A. Biggley  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH            0  
                                  :    ss.  
County of Salt Lake    0

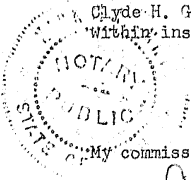
On the 25<sup>th</sup> day of April, A. D. 1964, personally appeared before me Merlin D. Harrison and Janice L. Harrison, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.



My commission expires:  
9-5-66

Nick M. Macris  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH :  
County of Salt Lake : ss.



On the 25<sup>th</sup> day of April, A. D. 1964, personally appeared before me Clyde H. Green and Coranell C. Green, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.

Nick M. Maers  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires:  
9-5-66

STATE OF UTAH :  
County of Salt Lake : ss.

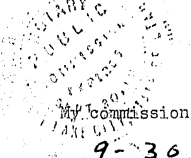
On the 25<sup>th</sup> day of April, A. D. 1964, personally appeared before me Delbert L. Christensen and Joan O. Christensen, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.

Nick M. Maers  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires:  
9-5-66

STATE OF UTAH :  
County of Salt Lake : ss.

On the 25<sup>th</sup> day of April, A. D. 1964, personally appeared before me Cuthbert J. Trimble and Athleen K. Trimble, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.



Fred J. Timlinson  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires:  
9-30-67

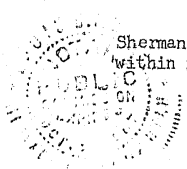
STATE OF UTAH :  
County of Salt Lake : ss.

On the 25<sup>th</sup> day of April, A. D. 1964, personally appeared before me Mark Klotovich and Elaine Klotovich, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.

Nick M. Maers  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires:  
9-5-66

STATE OF UTAH            :
                              :
County of Salt Lake       : ss.



On the 2nd day of May, A. D. 1964, personally appeared before me Sherman D. Miller and Patricia Miller, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.

James D. Moore
Notary Public
Residing at Salt Lake City, Utah

My commission expires:
October 21, 1967