

Recording Requested by:
When Recorded Mail to:
Robert George Ricks
1485 Harvard Ave.
Salt Lake City, Utah 84105

13889694 B: 11305 P: 1624 Total Pages: 9
02/11/2022 12:42 PM By: ndarmiento Fees: \$40.00
AGREE - AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ROBERT GEORGE RICKS
4179 S HOLLOWAY DRIVE HOLLADAY, UT 84124



APN: 16-33-403-023
16-33-403-026
16-33-403-027
16-33-403-028

Space above for County Recorder's Use

ROADWAY ACCESS AND MAINTENANCE AGREEMENT

THIS ROADWAY ACCESS AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between, Robert George Ricks, an individual ("Ricks") and Konstantinos H. Kambouris and Mary M. Kambouris (collectively "Kambouris"). Ricks and Kambouris are each hereafter referred to as a "Party" and together as the "Parties."

RECITALS:

A. Kambouris owns real property located at 3835 South Arroyo Road, Salt Lake City, Utah (the "Kambouris Property"). The Kambouris Property is legally described on Exhibit A attached hereto.

B. Ricks intends to purchase real property located in Salt Lake City, Utah (the "Ricks Property"). The Ricks Property is legally described on Exhibit B attached hereto. If Ricks does, in fact, purchase the property described herein, then this Agreement shall immediately take effect. Until Ricks become the owner of the Ricks Property, this Agreement shall be of no effect.

C. Access to the Ricks Property is by means of a Roadway and Utility Purposes easement located on the Kambouris Property (the "Roadway") that was reserved to the benefit of the Ricks Property by way of that certain Warranty Deed from Jim Fiske Priestman and Susan Wall Priestman and conveyed to K.H. Kambouris and Mary Kambouris in the Salt Lake County Recorder's Office as Entry No. 3774201 recorded on March 28, 1983.

D. The Parties desire to clarify their respective rights and obligations in the Roadway.

E. Further, the Parties desire to expand the scope of the Roadway by three inches and to make certain improvements to the Roadway as described in Section 2 below.

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NOW, THEREFORE, in consideration of the recitals above, which are incorporated herein, and the premises and mutual understandings and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, declare, and grant as follows:

1. **Expansion of Roadway.** The Roadway is expanded by three inches on its southerly border. Kambouris hereby grants to Ricks and the Benefitted Parties (defined below) a perpetual non-exclusive easement over, across, and through the expanded Roadway for pedestrian and vehicular ingress, egress, and access as may be reasonably necessary for access to and use of the Ricks Property, and for the other purposes as set forth herein. The legal description of the Roadway is amended to read as follows:

BEGINNING AT A POINT THAT IS S 89°32'08" E ALONG THE ¼ SECTION LINE 318.90 FEET AND SOUTH 569.43 FEET FROM A FOUND MONUMENT LOCATED AT THE CENTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

THENCE EAST 351.75 FEET; THENCE SOUTH 25.00 FEET; THENCE WEST 366.15 FEET TO THE POINT OF CURVATURE OF A NON TANGENT, 154.17-FOOT RADIUS CURVE TO THE LEFT; THENCE 28.89 FEET ALONG SAID CURVE, HAVING A CHORD BEARING N 29°56'28" E 28.85 FEET TO THE POINT OF BEGINNING.

2. **Improvements.** Ricks shall repave the Roadway and add curb and gutter thereto on both the northerly and southerly boundaries (the "Road Improvements") at Ricks' expenses. Ricks further agrees to replace the driveway and landscaping on the Kambouris Property as detailed on Exhibit C attached hereto (the "Driveway Improvements"). Ricks agrees to pay for the Driveway Improvements, which Driveway Improvements shall be completed within a reasonable period of time following the recordation of this Agreement, absent delay caused by events outside Ricks' control such as events of casualty, labor strikes, acts of terrorism or war, pandemics, or other acts of God.

3. **Use of Roadway.** The Parties confirm that Ricks and the Benefitted Parties have the right to use the Roadway for ingress, egress, and access to and from the Ricks Property for any lawful purpose including, but not limited, construction, maintenance, and use of residential dwellings and related infrastructure, utilities, and landscaping. In the event that the Ricks Property is subdivided, the owner of each subdivided parcel will have the same rights under this Agreement as are provided to Ricks with regard to the Ricks Property as a whole.

4. **Benefitted Parties.** The Roadway shall be for the use and benefit of the following parties (the "Benefitted Parties"): (a) Ricks and his transferees, successors and assigns, including all future owners of all or any part of Ricks Property (the "Ricks Owners"); and (b) all employees, contractors, subcontractors, agents, licensees, and invitees of the prospective Ricks Owners. In

furtherance of the foregoing, Ricks has the right to convey, transfer, and assign the Roadway and Utility Purposes Easement, or grant sub-easements in gross to an owners association governing the Ricks Owners and/or the Ricks Property.

5. **Non-Interference with Use.** Kambouris will not interfere with Ricks' use of the Roadway. Kambouris will not build or erect any structures, whether temporary or permanent, or store any vehicles, equipment, or any other property on the Roadway. The Parties acknowledge that the Roadway was created prior to the execution of this Agreement and that this Agreement does not determine priority with regard to any trust deeds, mortgages, or encumbrances existing against the Roadway prior to the execution of this Agreement.

6. **Covenant to Maintain and Repair.** Ricks, at its sole cost and expense, will maintain and repair any and all damage to the Road Improvements and the Roadway (except to the extent caused by the actions or inactions of Kambouris or Kambouris' agents or invitees) including, but not limited to, any damage caused by construction, snow removal, or other vehicles using the Roadway. Ricks shall be responsible for removing snow from the Roadway. Kambouris will not be responsible for any snow removal, maintenance or repairs of the Roadway or Road Improvements except to the extent that damage to the Roadway is caused by the actions or inactions of Kambouris or Kambouris' agents or invitees.

7. **Notices.** All notices, communications, or written devices concerning this Agreement shall be mailed by certified mail, return receipt requested, to the addresses listed below. Notices will be deemed received on the date of delivery indicated on the return receipt.

Ricks

Robert George Ricks
1485 Harvard Ave.
Salt Lake City, Utah 84105

Kambouris

Konstantinos and Mary Kambouris
3835 South Arroyo Road
Salt Lake City, Utah 84106

8. **Miscellaneous Provisions.**

a. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah.

b. **Waiver**. No provision of this Agreement, no breach thereof, and no right or remedy becoming available upon the happening of any breach can be waived, except by a written instrument dated and executed by both and an authorized representative of Kambouris and Ricks. Each waiver will apply to the particular instance and at the particular time only, and no waiver will be deemed a continuing one, or as applying to any other provision hereof or other prior, contemporaneous, or subsequent breach or other available right or remedy.

c. **Severability**. If any provision of this Agreement is judicially determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions hereof shall not be affected thereby and shall continue in full force and effect.

d. **Headings**. The headings contained in this Agreement have been inserted for convenience only, do not in any way define, limit, enlarge, or modify the scope or intent of any provision hereof, and will not be considered when interpreting or construing the same.

e. **Covenants Running with Land; Binding Effect**. This Agreement and Parties' respective rights and obligations, the restrictions hereby imposed, and the agreements herein contained, will be easements, restrictions, and covenants running with the land, and shall burden the Kambouris Property as the servient estate and benefit the Ricks Property as the dominant estate, and will inure to the benefit of, and be binding upon, the Parties, together with their respective heirs, successors, and assigns, and any person acquiring, leasing, or otherwise owning an interest in the Kambouris Property or Ricks Property.

f. **Not a Partnership**. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

g. **Recording**. This Agreement will be recorded in the office of the Salt Lake County Recorder.

h. **Modification or Termination**. This Agreement will not be modified, amended, or terminated without the prior written consent of the Kambouris and Ricks.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date last written below.

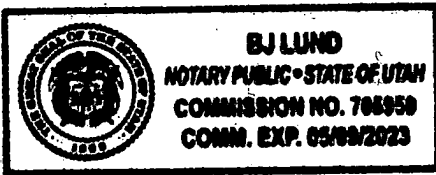
ROBERT GEORGE RICKS

Robert G Ricks

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this, the 9 day of June, 2021, before me, the undersigned Notary Public, personally appeared Robert George Ricks, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



BJ Lund

Notary Public
My commission expires: *05/09/2023*

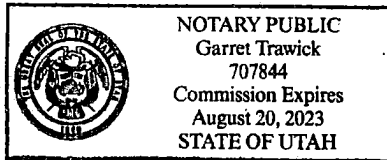
KONSTANTINOS H. KAMBOURIS

K. H. Kambouris

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this, the 4th day of June, 2021, before me, the undersigned Notary Public, personally appeared Konstantinos H. Kambouris known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Garret Trawick

Notary Public
My commission expires:

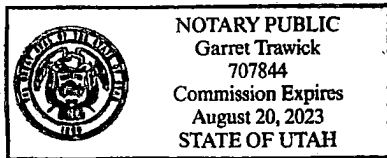
MARY M. KAMBOURIS

Mary Kambouris

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this, the 4th day of June, 2021, before me, the undersigned Notary Public, personally appeared Mary M. Kambouris known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Garret Trawick

Notary Public
My commission expires:

Exhibit A

Kambouris Property

Commencing 736.21 Feet South and 330.70 Feet East from the center of Section 33, Township 1 South, Range 1 East, Salt rake Base and Meridian, (said point of beginning is also 131.41 Feet North and 756.71 Feet East of the County Monument at the intersection of Highland Drive and 3900 South Street) ; Thence North 45 Degrees West 114.53 Feet to the Easterly Line of Arroyo Road; Thence along said Easterly line of Arroyo Road North 45 Degrees East 50.00 Feet and Northeasterly along the Arc of a curve to the left an Arc Length of 58.87 Feet, (said Curve has a Radius of 169.70 Feet with a Central Angle of 19 Degrees 52 Minutes 40 Seconds); Thence North 89 Degrees 58 Minutes 30 Seconds East 181.65 Feet; Thence South 45 Degrees 06 Minutes 17 Seconds East 35.16 Feet; Thence South 63 Degrees 35 Minutes 36 Seconds West 97.72 Feet; Thence South 39.50 Feet; Thence South 63 Degrees 29 Minutes 40 Seconds West 119.19 Feet to the point of beginning.

Reserving therefrom the Northerly 24.75 Feet for the Roadway and Utility purposes.

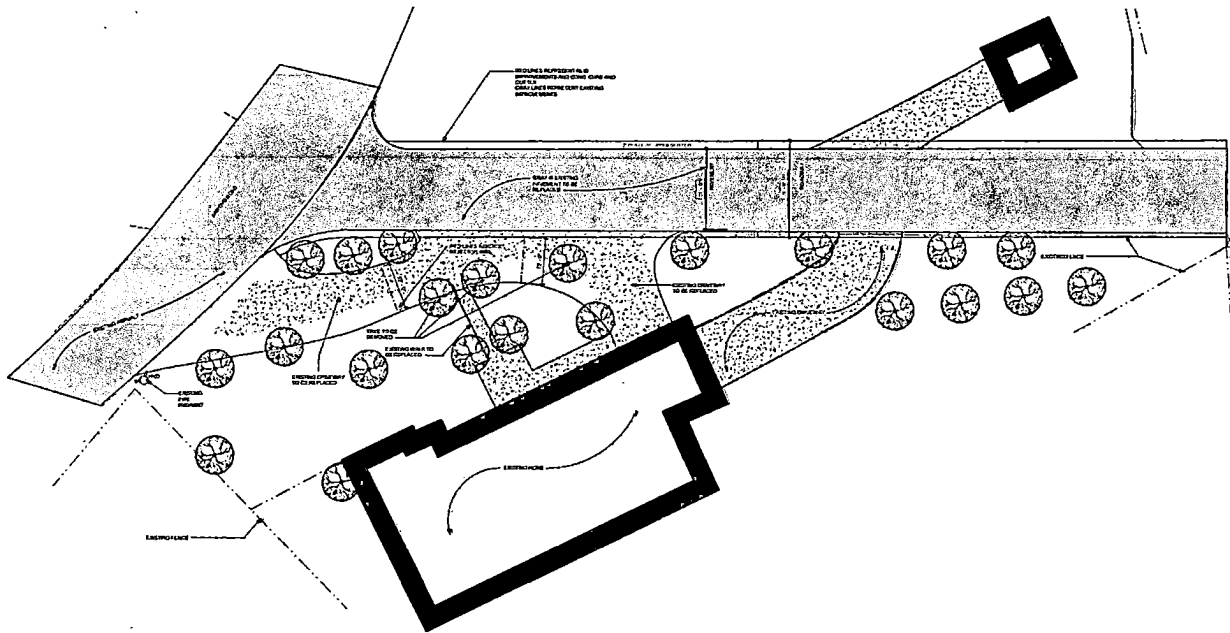
Exhibit B

Ricks Property

BEGINNING AT A POINT THAT IS S.89°32'08"E. ALONG THE ¼ SECTION LINE 483.99'
AND SOUTH 467.49' FROM THE CENTER OF SECTION, SECTION 33, TOWNSHIP 1
SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE N.77°30'03"E.
84.47'; THENCE S.87°50'46"E. 56.89'; THENCE S.86°16'24"E. 49.13'; THENCE
N.88°34'57"E. 73.09'; THENCE N.80°08'58"E. 4.84'; THENCE EAST 105.23'; THENCE
SOUTH 144.61'; THENCE S.89°59'45"W. 329.59; THENCE N.14°54'55"E. 1.87'; THENCE
N.24°03'58"W. 2.07'; THENCE N.45°06'59"W. 35.17' THENCE NORTH 25.91'; THENCE
N.12°30'00"W. 76.44' TO THEE POINT OF BEGINNING.

Exhibit C

Driveway Improvements



1. Replace existing driveway with a new 12 foot wide (at the narrowest points) concrete driveway that connects the garage to both the Roadway and Arroyo Road as illustrated, with flared approaches to facilitate ease of backing out and turning.
2. Install concrete curb and gutter along the full length of the Northerly property line that abuts the Roadway and the Southerly line of the Roadway.
3. Replace the concrete walkway that connects the new driveway to the front porch.