

3263729

JOINT MAINTENANCE AGREEMENT

600

David L. Dixon
David L. Dixon

Subst. L. Title Co.
REF. REF.

APR 12 11 44 AM '79

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

THIS AGREEMENT made the 2 day of APRIL, 1979, by and between the following property owners who possess a right-of-way over Kilbourne Court, (more particularly described herein below) for access to their respective properties, to-wit:

NAME	PROPERTY ADDRESS
<u>RHEA NIELSEN</u>	<u>764 KILBOURNE COURT</u>
<u>WILHELM & WILHELMINA</u>	<u>763 KILBOURNE COURT</u>
<u>VAN CAPELLA</u>	<u>_____</u>
<u>DARRYL & LOUISE HIGG</u>	<u>760 KILBOURNE COURT</u>
<u>JOHN C. BELBRLEIGH</u>	<u>759 KILBOURNE COURT</u>

WITNESSETH:

WHEREAS, the parties hereto desire to enter into a joint maintenance agreement for the purpose of establishing their responsibilities concerning the continued upkeep, repair and maintenance of a certain private right-of-way appurtenant to each party's respective property, which right-of-way is also known as KILBOURNE COURT and more particularly described as follows:

COMMENCING 74 feet West of the Southeast corner of Lot 2; thence North 115.5 feet; thence East 3 feet; thence North 81 feet; thence West 24 feet; thence South 81 feet; thence East 5 feet; thence South 115.5 feet; thence East 16 feet to the place of Beginning.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. All expenses incurred in the maintenance, repair, or upkeep of the above-described right-of-way shall be shared equally by the parties hereto, and their heirs, successors, and assigns.
2. It is understood that each party hereto has merely received a right-of-way over said Kilbourne Court for ingress and egress to and from his respective property, and no claim to fee simple ownership in said right-of-way by any party hereto shall be implied by this agreement.
3. Before any party shall be required to pay its equal share for any expense incurred for the maintenance, repair, or upkeep of the above-described right-of-way, it must agree in writing to such work prior to its commencement.
4. The terms of Paragraph 3 hereinabove shall not limit the right of a majority of the parties to authorize any work to be performed upon the subject right-of-way, if those parties agree to share such costs equally.
5. No physical changes shall be made to the right-of-way which would prevent free ingress and egress over said right-of-way for any parties, except temporary blockage due to repairs or construction thereof.
6. This agreement shall inure to the benefit of the parties hereto, their heirs, successors, or assigns, and run with their rights in and to their respective properties.

BOOK 4843 PAGE 1460

DATED this 3 day of APRIL, 1979.

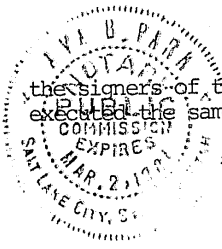
Rhea P. Nielsen John C. Bowerleigh
Wilhelmina Van Capelle _____
Willem Van Capelle _____
Darryl W. High _____
Louise N. High _____

STATE OF UTAH)
) ss.
 COUNTY OF SL)

On the 3rd day of April, 1979, personally appeared before me,

all of the above signers
Rhea P. Nielsen, W. V. Capelle, W. J. Capelle,
Darryl High, Louise High & J.C. Bowerleigh

the signers of the above instrument, who duly acknowledged to me that they executed the same.



J. V. B. Park
 Notary Public

My Commission Expires: 3/2/81 Residing At: SLC, Utah