

3409325

RIGHT OF WAY AGREEMENT

200  
 REF: *[Signature]*  
 ASSOCIATED TITLE CO.  
 DEP.  
 MAR 10 4 31 PM '80  
 KATIE L. BARN  
 RECORDS  
 SALT LAKE COUNTY  
 UTAH

THIS RIGHT OF WAY AGREEMENT executed this 10<sup>th</sup> day of March, 1980, by and between FRED W. FAIRCLOUGH, JR. and WALTER PFEIFFER, JR. (hereinafter referred to as "Fairclough and Pfeiffer") and BRUCE J. HEATON and CAROL W. HEATON, his wife (hereinafter referred to as "Heaton").

RECITALS:

WHEREAS, the parties herein are the fee title holders in adjoining parcels of real property situated in Salt Lake County, State of Utah, and described on Exhibit "A" attached hereto and made a part hereof by this reference.

WHEREAS, the parties by previously executing a Termination of Easement and Right of Way Agreement dated March , 1980, have terminated a previously existing easement and right of way and are now desirous of creating a new perpetual common right of way for the sole purpose of ingress and egress between the herein described adjoining parcels of real property owned respectively by each party for the benefit of each party.

80-11583

NOW, THEREFORE, for and in consideration of the mutual covenants herein recited, it is mutually agreed by and between the parties as follows:

1. Fairclough and Pfeiffer and Heaton do hereby create a perpetual easement and right of way in favor of each other for the purpose of ingress and egress to their respectively owned adjoining properties and rear parking area over that strip of real property twelve (12) feet in width, more particularly described in Exhibit "B" attached hereto and made a part hereof by this reference.

2. It is understood and agreed that the physical location of the existing improved driveway adjoining the structures located on each parcel may be located partially outside the boundaries of the right of way described herein, and accordingly, should it later be determined by survey that said driveway is outside the right of way description provided herein, the description of the actual physical location of said driveway shall prevail and supercede that right of way description provided herein.

3. The parties herein do hereby agree that this easement shall be superior and paramount to the rights of any of the parties hereto and the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

4. The parties herein do hereby agree that said right of way shall be kept free and unobstructed for such mutual use and the maintenance and repair of such right of way shall be borne equally by said parties, their heirs and assigns.

BOOK 5063 PAGE 874

IN WITNESS WHEREOF, the parties herein have executed this Right of Way Agreement on the day and year first above written.

*Fred W. Fairclough, Jr.*  
 FRED W. FAIRCLOUGH, JR.  
*Walter Pfeiffer, Jr.*  
 WALTER PFEIFFER, JR.  
*Bruce J. Heaton*  
 BRUCE J. HEATON  
*Carol W. Heaton*  
 CAROL W. HEATON

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

On this 18<sup>th</sup> day of March, 1980, personally appeared before me FRED W. FAIRCLOUGH, JR. and WALTER PFEIFFER, JR., the signers of the foregoing Right of Way Agreement, who, being duly sworn, acknowledged to me that they executed the same.

My Commission Expires: 4-29-80  
 NOTARY PUBLIC  
 STATE OF UTAH )  
 ) : ss.  
 COUNTY OF SALT LAKE )

*William S. ...*  
 NOTARY PUBLIC  
 Residing at Salt Lake County, Utah

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

On this 18<sup>th</sup> day of March, 1980, personally appeared before me BRUCE J. HEATON and CAROL W. HEATON, his wife, the signers of the foregoing Right of Way Agreement, who, being duly sworn, acknowledged to me that they executed the same.

My Commission Expires: January 4, 1982  
 NOTARY PUBLIC  
 STATE OF UTAH )  
 ) : ss.  
 COUNTY OF SALT LAKE )

*Robert ...*  
 NOTARY PUBLIC  
 Residing at Salt Lake County, Utah

CONSENT TO RIGHT OF WAY

MOUNTAIN WEST SAVINGS AND LOAN does hereby consent and acquiesce to the creation of the right of way described herein.

MOUNTAIN WEST SAVINGS AND LOAN  
 By \_\_\_\_\_  
 Its \_\_\_\_\_

BOOK 5063 PAGE 875

EXHIBIT "A"

A. FAIRCLOUGH and PFEIFFER PROPERTY:

Beginning at the Southeast Corner of Lot 4, Block 22, Plat "D", Salt Lake City Survey, and running thence North 47.5 feet, thence West 103.75; thence South 10 feet; thence West 61.25 feet; thence South 37.5 feet; thence East 165 feet to the point of beginning.

B. HEATON PROPERTY:

Beginning 84-1/2 feet South of the Northeast corner of Lot 4, Block 22, Plat "D", Salt Lake City Survey; and running thence West 123 feet 9 inches; thence South 31 feet; thence West 2.5 rods; thence South 12 feet; thence East 61.25 feet; thence North 10 feet; thence East 103 feet 9 inches; thence North 33 feet to the point of beginning.

EXHIBIT "B"

Beginning 43.5 feet North of the Southeast corner of Lot 4, Block 22, Plat "D", Salt Lake City Survey; and running thence North 6 feet; thence West 123.75 feet; thence South 12 feet; thence East 123.75 feet; thence North 6 feet to the point of beginning.