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Oct 31 3 00 PM '86

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

Meridian Title Co.
REBECCA GRAY

MERIDIAN TITLE CO.

Return to:
Meridian Title Company
64 East 6400 South Suite 300
Murray, Utah 84107
MTC File No. 13308

4341901

RIGHT OF WAY AGREEMENT
AND
RIGHT OF WAY MAINTENANCE AGREEMENT

This agreement is entered into by and between John Duncan Jackman (aka John D. Jackman) and Lesley Jackman, his wife; and John Donald Jackman (aka John D. Jackman) and Norma Jo Jackman, his wife. The partners hereto own land which abutts on a right of way known as "Jackman Lane" extending South from 6400 South Street at approximately 1776 East. Said lane is more fully described on Exhibit "A" attached hereto and made a part hereof by this reference thereto.

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the parties hereto understand and agree as follows:

1. Whereas, Jackman Lane has been used for access to the properties owned by the undersigned and their predecessors-in-interest for approximately 100 years. The property owned by John Duncan Jackman is described as Parcel II on Exhibit "A". The property owned by John Donald Jackman is described as Parcel III on Exhibit "A".

2. Whereas, each of the undersigned has purchased their respective properties subject to and together with the right of way.

3. Whereas, the parties deem it advisable and agree to set forth in writing their agreement to set forth the establishment and maintenance of the existing right of way in order to assure its continued use and to record the same.

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4. Grant of right of way: Now therefor, the undersigned owners in fee of the property described in Exhibit "A" each does hereby grant, deed, transfer and convey to all of the other parties of this agreement and to their successors, heirs and assigns with an equal undivided interest, the right of way easement described as Parcel I. This transfer and conveyance of right of way by each individual owner is made as to any portion of said right of way encumbering the property owned by each individual owner and is granted from said owner as to that portion affecting his property to the other parties to this agreement for the purposes of egress and ingress and other easable appurtenant uses necessary for residential uses in connection with the property owned by each of the undersigned is described on Exhibit "A". This grant and conveyance is subject to the understanding that there may be other parties who may have been grantees of a similar right of way interest over the same right of way.

5. Shared right of way: Each of the undersigned, including their respective successors and assigns, shall share equally in the right of way and shall equally share in the costs of maintenance of the common right of way. This right of way is understood to be a recorded exception of each property and the parties of this declaration consent and acknowledge the existence of the right of way as described above and hold title to their respective property subject to the obligations and together with the rights associated with said right of way.

6. Road Way Maintenance: The parties hereto understand and agree to be responsible for the proper maintenance of the road way over and across the right of way from the point of access from 6400 South to the South terminal thereof. Maintenance shall include without limitation show removal, maintenance, servicing, repairs of the road base and surface as required and all other duties and responsibilities related to the reasonable and normal care of the right of way so as to provide safe and efficient egress and ingress to and from the individual parcels, described in Exhibit "A".

7. Expenses of Road Way Maintenance: The expenses necessary for the maintenance of the road way as set forth above and other expenses of the right of way shall be born equally by the parcel owners. Each owner shall timely pay his allotted portion of the road way expenses as provided herein.

8. Effect of Mortgages and Trust Deeds: Any claim for maintenance and repair expenses under this agreement shall be junior and subordinate to the first priority liens of any lenders, realty mortgages, or deeds of trust recorded against the individual parcels of the owners and shall not effect or impair the first priority of such mortgage or deed of trust.

9. Severability: The invalidity or unenforceability of any provision of this agreement or of any supplemental or amended agreement in whole or in part shall not effect the validity or enforceability of any other valid and enforceable provision of this agreement.

10. No Waiver: The failure to enforce any provision, restriction, covenant or condition of this agreement or any supplemental or amended agreement shall not operate as a waiver of any such provision, restriction, covenant or condition. Each of the parties agree to pay a reasonable attorneys fee in the event that it is determined by a court of competent jurisdiction that they have breached the same.

In witness whereof the parties hereto have executed this agreement on this 27 day of October, 1986.

John Duncan Jackman
John Duncan Jackman

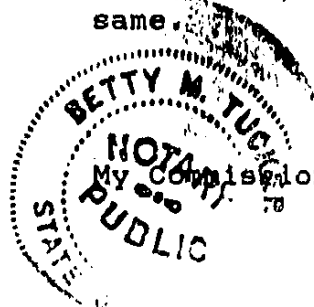
John Donald Jackman
John Donald Jackman

Lesley Jackman
Lesley Jackman

Norma Jo Jackman
Norma Jo Jackman

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

On the 27 day of October, 1986, personally appeared before me JOHN DUNCAN JACKMAN, LESLEY JACKMAN, JOHN DONALD JACKMAN and NORMA JO JACKMAN the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Betty M. Tucker
Notary Public

My Commission Expires: 1-28-89

Address: 6621 Frigo Rd.
W. Jordan, UT. 84084

Exhibit "A"

Parcel 1: (Right-of-Way)

A right of way: Commencing at a point 658.68 feet East and 493.655 feet North from center Section 21, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North 740.52 feet to the South line of a 4 rod street running East and West; thence West 15 feet; thence South along the West side of a 15 foot road 740.52 feet; thence East 15 feet to the place of beginning.

Parcel 2: (1986 Sidwell No. 22-21-253-013)

Commencing 658.68 feet East and 646.18 feet North from center Section 21, Township 2 South, Range 1 East, Salt Lake Meridian, North 80.0 feet; West 284.46 feet; South 80.0 feet; East 284.46 feet; to beginning.

Parcel 3: (1986 Sidwell Nos. 22-21-253-015 thru 018)

Commencing at a point 658.68 feet East and 646.18 feet North from center Section 21, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence West 284.46 feet; thence South 167.5 feet; thence East 284.64 feet; thence North 167.5 feet to the point of beginning.