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05/17/94 08:26 AM 14:00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
RICHARD HAULEY
535 E 4500 S D-280
SALT LAKE CITY, UT 84107
REC BY: R ZITO DEPUTY - WI

RIGHT OF WAY

MAINTENANCE AGREEMENT

This Agreement made this 16th day of May, 1994, by and between Richard J. Hauley, Robert D. Clawson and Judith J. Clawson and Dennis R. Robbins, General Partner of the Dennis R. Robbins Family Limited Partnership, hereinafter known as the parties. This Agreement shall supersede all previous maintenance agreements

WHEREAS, the parties hereto share a common right-of-way of the following legal description:

BEGINNING AT A POINT WHICH IS NORTH 0° 31' 14" EAST ALONG SECTION LINE 1010.06 FEET AND SOUTH 89° 28' 46" EAST 40.00 FEET AND NORTH 3° 36' 24" EAST 6.931 FEET FROM THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE NORTH 03° 36' 24" EAST 19.042 FEET;
THENCE SOUTH 69° 21' 43" EAST 75.564 FEET;
THENCE NORTH 79° 42' 20" EAST 37.009 FEET;
THENCE SOUTH 89° 46' 55" EAST 63.148 FEET;
THENCE NORTH 55° 13' 24" EAST 5.965 FEET;
THENCE NORTH 08° 02' 48" EAST 5.201 FEET;
THENCE NORTH 08° 09' 57" EAST 117.00 FEET ALONG THE EAST LINE OF MILL HOLLOW SUBDIVISION;
THENCE SOUTH 76° 40' 34" EAST 20.00 FEET;
THENCE SOUTH 08° 09' 57" WEST 135.26 FEET;
THENCE NORTH 61° 53' 00" WEST 3.00 FEET;
THENCE SOUTH 04° 26' 52" WEST 24.186 FEET;
THENCE NORTH 66° 10' 41" WEST 64.688 FEET;
THENCE SOUTH 82° 10' 22" WEST 62.552 FEET;
THENCE NORTH 72° 30' 30" WEST 70.093 FEET TO THE POINT OF BEGINNING.

WHEREAS, it is necessary to create an AGREEMENT for the MAINTENANCE of said legal description to provide for ingress and egress for the common good, to the benefit of the parties hereto, their successors and assigns.

WHEREAS, the ingress and egress benefit three lots labeled:

SOUTH LOT, 3637 S. WASATCH BLVD.,
MIDDLE LOT, 3629 S. WASATCH BLVD.,
NORTH LOT, 3560 MILLCREEK ROAD,

therefore, the cost shall be allocated as follows:

SOUTH LOT - one-third (1/3) of cost,
MIDDLE LOT - one-third (1/3) of cost,
NORTH LOT - one-third (1/3) of cost.

In the event that the number of lots increase, the cost of maintenance shall be divided among the total number of lots.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree to the following:

1. The parties jointly agree to share in the cost of MAINTENANCE and REPAIR, including but not limited to, snow removal, asphalt maintenance and any other necessary and prudent action to preserve the right-of-way from becoming unsightly or unsafe.

2. The parties shall observe and protect, whenever possible, existing sprinkler systems and sprinkler heads and landscaping. In the event of damage to the right of way or to the landscaping of any of the adjoining lots, it shall be the sole responsibility of the owner of the lot who caused the damage to make necessary repairs in a expedient and satisfactory manner, at his sole cost.

3. The parties shall not be restricted from making future agreements to share the cost of any extra amenity or structure for the common good such as a common entry gateway, mailbox structure or signs.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Richard J. Hauley
RICHARD J. HAULEY

Robert D. Clawson
ROBERT D. CLAWSON

DATE 5/16/94

Judith W. Clawson
JUDITH W. CLAWSON

Dennis R. Robbins, General Partner
DENNIS R. ROBBINS, general
partner of the DENNIS R. ROBBINS
Family Limited Partnership

ON THE 16th DAY OF MAY, 1994, PERSONALLY APPEARED BEFORE ME, RICHARD J. HAULEY, ROBERT D. CLAWSON, JUDITH J. CLAWSON AND DENNIS R. ROBBINS, general partner of the DENNIS R. ROBBINS Family Limited Partnership, THE SIGNERS OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Sam J. Baxter
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-31-97

