



W2967067

E# 2967067 PG 1 OF 3
Leann H. Kilts, WEBER COUNTY RECORDER
25-Feb-19 0435 PM FEE \$14.00 DEP DAC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

Gary Tsushima
886 W. 4000 S.
Riverdale UT. 84405

#166938

RIGHT OF WAY
INGRESS AND EGRESS

DAB Holdings, LC, a Utah Limited Liability Company, hereinafter referred to as "Grantor", and Gary Tsushima, hereinafter referred to as "Grantee" have entered into this agreement for the purposes stated herein and predicated upon the terms, conditions as stipulations described herein.

"Grantor" is the owner of real property located in Weber County, State of Utah, which is being assessed as Tax Parcel Number 08-594-0006 and which is more particularly described as follows:

All of the Private Access Lane, Corner Cottages, West Haven City, Weber County, Utah, according to the official plat thereof.

"Grantee" has been using a portion of the Private Access Lane, the burdened property, as a right of way, for vehicular and pedestrian traffic, for the express purpose of ingress and egress, to and from, real property owned by the "Grantee". The real property owned by the "Grantee" which is benefited by the right of way is being assessed as Tax Parcel Numbers 08-594-0002 and 08-594-0003 and is more particularly described as follows:

All of Lots 2 and 3, Corner Cottages, West Haven City, Weber County, Utah, according to the official plat thereof.

"Grantor" and "Grantee" understand and agree that it is in the best interests of the "Grantor" and "Grantee", that a formal declaration be made which allows the "Grantee" to use a portion of the Private Access Lane as a right of way, for ingress and egress, to and from the real properties owned by the "Grantee".

According this Right of Way Grant is executed to provide constructive notice to all concerned for the following purpose:

1. "Grantors" grant, convey and transfer unto "Grantees", a perpetual, non-exclusive right of way, for ingress and egress for pedestrians, non-motorized vehicles and motorized vehicles, over and across portions of the property owned by the "Grantor", the burdened property, which is described as All of the Private Access Lane, Corner Cottages, West Haven City, Weber County, Utah, according to the official plat thereof.

The Right of Way Grant is subject to and predicated upon the following terms, conditions and stipulations:

1. The Right of Way will be used by the "Grantee" their heirs, assigns, guests and invitees for the express purpose of accessing the benefited property, owned by the "Grantee" which is described as Lots 2 and 3, Corner Cottages, West Haven City, Weber County, Utah, according to the official plat thereof.
2. The Right of Way will not be used as an area for storage, parking of machinery, equipment or vehicles of the "Grantor", "Grantee", their heirs, assigns, guests and invitees.
3. The Right of Way will not be blocked in any manner, by either "Grantor" or "Grantee" their heirs, assigns, guests and invitees, which would impede or prohibit the use of the Right of Way by emergency vehicles, including but not limited to medical emergency, police, fire or public utility vehicles.
4. Any damage to the right of way, caused by the acts of the "Grantor", "Grantee", their heirs, assigns, guests and invitees will be the sole obligation of the party to repair and restore the Right of Way, prior to the event that caused damage to the right of way.
5. Nothing contained herein grants or conveys to any "Grantee" an equitable interest in the real property which may be owned by any of the other "Grantees".

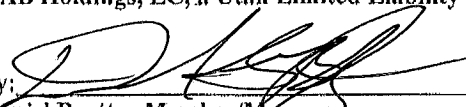
This grant shall inure to the benefit of the Grantor, the Grantee, their successors, transferees, assigns or heirs of the same. The parties executing this agreement state without reservation the ability to execute this document in accordance with the powers and authorities granted the same and upon execution shall bind the respective entities to the terms, conditions and stipulations expressed herein.

In the event that any term, condition or stipulation made herein, should be in valid or in conflict with the laws of the State of Utah, that term, condition or stipulation shall be removed. All other terms, conditions and stipulations shall survive.

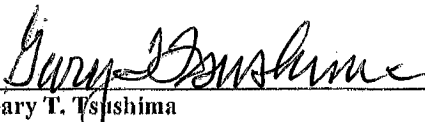
In the event of any default, of any term, condition or stipulation of this grant, by either the Grantor or the Grantee, the offended party shall be entitled to reimbursement of any and all fees, costs or expenses, including but not limited to attorneys, expended in order to perfect this agreement.

This document may be executed in counterparts which when all counterparts are assembled shall constitute a legal document to be governed by the laws of the State of Utah.

DAB Holdings, LC, a Utah Limited Liability Company

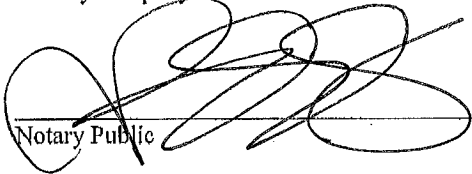
by:  22 Feb 19
 Daniel Beatty--Member/Manager Date

by:  2/22/19
 Amiee T. Beatty--Member/Manager Date
 "Grantor"

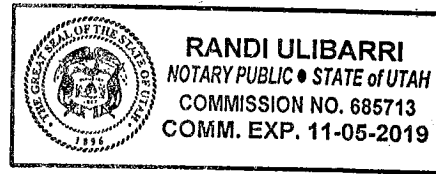
 2/24/2019
 Gary T. Tsushima Date
 "Grantee"

State of Utah
County of Weber

On this the ^{22nd} day of February 2019, personally appeared before me, Daniel Beatty and Amice T. Beatty, in the capacity of Member/Managers of DAB Holdings, LC, a Utah Limited Liability Company, the signers of this document, who duly acknowledged to me that they executed the same, in the capacity stated and in accordance with the terms and conditions of the operating agreement of the limited liability company stated.

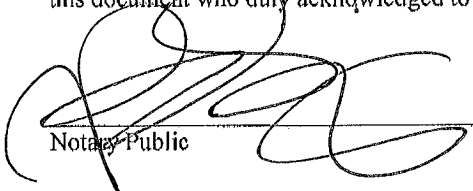


Notary Public



State of Utah
County of Weber

On this the ^{24th} day of February 2019, personally appeared before me, Gary T. Tsushima, the signer of this document who duly acknowledged to me that he executed this document.



Notary Public

