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05/13/96 3:08 PM 19.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BILL THOMAS PETERS
REC BY:V ASHBY ,DEPUTY - WI

When recorded return to:

Bill Thomas Peters, Esq.
185 South State Street, Suite 700
Salt Lake City, Utah 84111

JOINT RIGHT OF WAY AGREEMENT

This agreement made this 13~~th~~ day of May, 1996 by and between BRUCE DANIGER and PATRICK MUNDT, individuals, and residents, Salt Lake County, State of Utah, hereinafter referred to as parties of the first part, and BOWYER ENTERPRISES, L.C., a Utah limited liability company, Salt Lake City, Salt Lake County, State of Utah, hereinafter referred to as party of the second part.

WHEREAS, the parties of the first part are the owners of real property and improvements located in Salt Lake City, Salt Lake County, at 511 South 900 East, Salt Lake City, Utah, more particularly described as:

Beginning at a point 81.5 feet South of the Northwest corner of Lot 5, Block 28, Plat "B", Salt Lake City Survey, and running thence South 34 feet; thence East 150.1 feet, more or less, to the Easterly boundary line of the property described and conveyed by Salt Lake City, a municipal corporation in that certain Quit-Claim Deed recorded July 23, 1906 as entry No. 210975 in Book "7J" of Deeds at page 155 of Official Records; thence North 34'10" West along said Easterly boundary line to a point due east of the point of beginning; thence West to the point of beginning.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record.

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WHEREAS, parties of the second part is the owner of real property and improvements located at 902 East 500 South, Salt Lake City, Salt Lake County, Utah, more particularly described as:

Beginning at a point 81.5 feet South of the Northwest corner of Lot 5, Block 28, Plat "B", Salt Lake City Survey, and running thence North 81.5 feet; thence East 60.3 feet; thence South 34°10' East to a point due East of beginning; thence West to a point of beginning, together with all appurtenances.

WHEREAS, the party of the first part and the party of the second part are each the owners of driveways used in conjunction with their respective properties and,

WHEREAS, parties of the first part and parties of the second part have determined that it is mutually convenient and advantageous for the party of the first part and the party of the second part to allow each such party the right of ingress and egress through and across the respective driveways and parking areas owned by each of said parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter agreed to be kept, the parties hereto in consideration of said mutual promises do hereby agree as follows:

1. The parties of the first part shall be allowed to use for purposes of ingress and egress, the existing driveway owned by the party of the second part together with the right to drive through or turn around in the parking area owned by the party of the second part for purposes of ingress and egress. Similarly, the party of the second part shall be entitled to use for purposes of ingress and egress, the existing driveway owned by the

party of the first part together with the right to drive through or turn around in the parking area owned by the party of the first part for purposes of ingress and egress.

2. It is mutually agreed between the parties of the first part and second part that the right of ingress and egress with regard to each of the respective properties owned by the parties of the first and second part, does not extend to or include the right to park vehicles on the property of the other, but is intended only for the purpose of allowing ingress and egress as well as allowing for vehicles to use the driveway and parking facilities of the other for purposes of turning a vehicle around so that ingress and egress may be easily facilitated.

3. Parties of the first and second parts do further agree that the right of way hereby established inures to the benefit of the respective premises above-described to the extent that any occupants of the respective premises shall be entitled to the use for purposes of ingress and egress herein established by and between said parties.

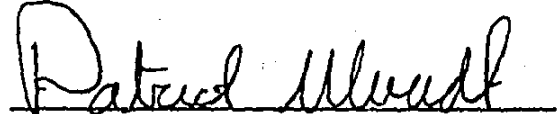
4. Binding Effect. Parties hereto further acknowledge and agree, that the rights created under this right of way agreement shall run with the land and be construed as covenants running with the land, but nothing herein contained shall be construed, nor shall there be any obligation upon either party, their heirs or assigns, to restrict in any manner their use of their respective premises.

5. The parties of the first and second part do further agree that the covenants herein contained shall be binding upon the parties hereto and their heirs and assigns.

6. The parties further agree that the rights created hereunder shall not be subject to termination unless the parties of the first and second part or their successors or assigns mutually agree to such termination or modification.

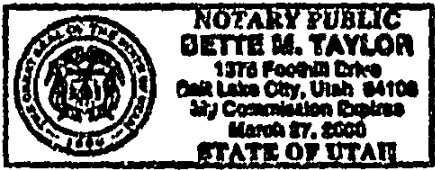
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first abovewritten.

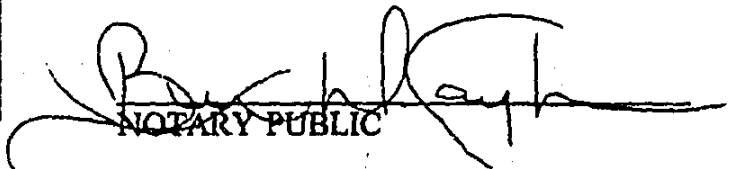

BRUCE DANIGER


PATRICK MUNDT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 13th day of May, 1996, before me personally appeared Bruce Daniger and Patrick Mundt, to me known, and known to me to be the persons described in and who executed the foregoing instrument and that they duly acknowledged to me that they executed the same.




NOTARY PUBLIC

My commission expires:
3/27/2000

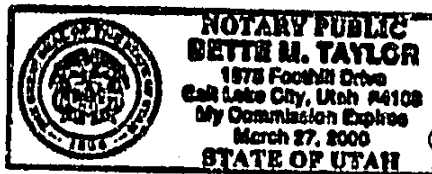
BOWYER ENTERPRISES, L.C.
a Utah limited liability company

By: Ralph J. Bowyer
Its: President

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 13th day of May, 1996, before me came Ralph J. Bowyer, to me known, who, being by me duly sworn and did depose and say that he resides in Salt Lake City, Salt Lake County, State of Utah, and he is the president of Bowyer Enterprises, L.C., a Utah limited liability company, and that he had the authority the above and foregoing agreement for and in behalf of Bowyer Enterprises, L.C., a Utah limited liability company; and that he signed his name to the above and foregoing agreement as a duly authorized officer of



Bette M. Taylor
Notary State of Utah

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