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MNT 93008901
WHEN RECORDED, RETURN TO:
Graphic Ink
1932 W. 2300 So.
W.V.C. Ut 84119

1600

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04 OCTOBER 93 04:09 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: DELORFS MIERA , DEPUTY

JOINT DRIVEWAY AGREEMENT

This agreement made and executed this 23 day of September 1992, by and between GRAPHIC INK CO., INC., Party of the First Part; and MIDGLEY-HUBER, INC., Party of the Second Part;

Whereas the Party of the First Part are the owners in fee of that certain tract of land located at 2459 Progress Drive, West Valley City, County of Salt Lake, State of Utah, which is more particularly described as follows:

Beginning at a point on the Easterly Right of Way line of Progress Drive (1920 West Street) said point being South 0 deg. 03'10" East along the center section line 567.91 feet and West 1381.66 feet from the Salt Lake County Monument at the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 26 deg. 32' West along said Easterly Right of Way line 200.00 feet; thence North 63 deg. 28' East 217.80 feet; thence South 26 deg. 32' East 200.00 feet; thence South 63 deg. 28' West 217.80 feet to the point of beginning.

And whereas, the Party of the Second Part are owners in fee of that certain tract of land adjoining on the South located in the County of Salt Lake, State of Utah, which is more particularly described as follows:

Beginning at a point on the Easterly Right of Way line of Progress Drive (1920 West Street), said point being South 0 deg. 03'10" East along the Center Section 567.91 feet and West 1381.66 feet from the Salt Lake County Monument at the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 63 deg. 28' East 217.80 feet; thence South 26 deg. 32' East 196.86 feet to a point on the Northerly right of way line of Parkway Blvd., said point being on a curve to the left, the radius point of which is South 28 deg. 08'03" East 1240.00 feet; thence Southwesterly along said Northerly right of way line and arc of said curve 196.03 feet to the Easterly right of way line of Progress Drive, thence North 18 deg. 34'42" West along said Easterly right of way line 63.84 feet to a point on a 443.93 foot radius curve to the right, thence Northwesterly along said Easterly right of way line and arc of said curve 93.33 feet to a point of tangency; thence North 26 deg. 32' West along said Easterly right of way line 62.69 feet to the point of beginning.

LIGHT TYPE
CO. RECORDER

BR6770860016

And whereas, the parties jointly use a driveway located on the properties above described which driveway is described as follows:

Beginning at a point on the south side of an existing drive approach on the Easterly right-of-way of Progress Drive, said point being South 0 deg. 03'10" East along the center Section line 574.09 feet and West 1,378.58 feet from the Salt Lake County Monument at the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 26 deg. 32' West across said drive approach along said Easterly right-of-way line 30.00 feet; thence North 63 deg. 28' East 217.8 feet; thence South 26 deg. 32' East 30.00 feet; thence South 63 deg. 28' West 217.8 feet to the point of beginning.

The use and maintenance of said driveway shall be in accordance with the following terms and conditions:

1. The joint driveway referred to and described above is hereby agreed for all purposes to constitute a joint driveway; and all legal and equitable principles relating to joint driveway shall govern and apply.
2. The Parties hereby grant and convey unto each other, a Right of Way for ingress and egress thereto over that portion of the joint driveway located on its tract of land.
3. Neither Party shall use or alter the joint driveway located on the tract owned by him in anyway which would jeopardize the use of said driveway.
4. The Parties shall equally share any and all costs and expenses relating to repair, replacement, restoration, or maintenance, the expenditure or incurring of which may be necessary or desirable to preserve the soundness or structural integrity of the joint driveway; provided, however, that if any such cost of expense becomes necessary or desirable as result of the act or omission of one Party, that cost or expense involved shall be borne by that Party alone.
5. This agreement shall constitute covenants running with the lands described herein and shall be binding upon and shall inure to benefit of each Party hereto and their respective grantees, transferees, heirs, devisees, Personal Representatives, successors and assigns.

Dated this 22 day of September, 1992.

Party of The First Part

LIGHT TYPE
CO. RECORDER

BK6770F00017

GRAPHIC INK CO., INC.

BY: Doug Chesley

Party of the Second Part

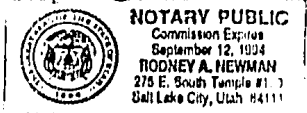
MIDGLEY-HUBER, INC.

BY: Wilford W. Stagg

LIGHT TYPE
CO. RECORDER

State of Utah, County of SALT LAKE: ss

On September 22, 1992, personally appeared before me Doug Chesley, who by me being duly sworn (or affirmed) upon oath did say that such person is the President of GRAPHIC INK CO., INC., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of the Board of Directors, and that the said Doug Chesley duly acknowledged to me that said Corporation executed the same.



Rodney A. Newman
Notary Public

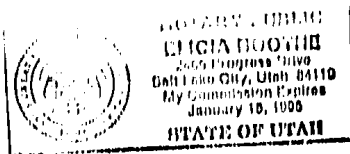
My Commission Expires:
Residing at:

State of Utah, County of SALT LAKE: ss

On September 22, 1992, personally appeared before me President, who by me being duly sworn (or affirmed) upon oath did say that such person is the President of MIDGLEY-HUBER INC., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of the Board of Directors, and that the said President duly acknowledged to me that said Corporation executed the same.

Eliza Boothie
Notary Public

My Commission Expires: 11-9-95
Residing at: State of Utah



BK6770930018