

## JOINT ROAD MAINTENANCE AGREEMENT

### OWNERS NAME/ LEGAL ADDRESS#

John Michael & Cassandra W. Hansen, 3083 East Granite Meadow Lane, Sandy, Utah 84092  
jmhansen@gmail.com

Kent & Ardenia Rogers, 3064 Granite Meadow Ln, Sandy, UT 84092

Lawrence Rex & Bobbi Jean Busch 3059 Granite Meadow Lane Sandy UT 84092

Craig & Helen Carpenter, 3040 Granite Meadow Ln, Sandy, UT 84092

Wayne & Sandra Rice 3037 Granite Meadow Lane Sandy 84092 wayne rice construction yakco

Arvo Jacobs (RENTER) 3020 GRANITE MEADOW LN SANDY, UT 84094

William D & Kelly Palmer 3017 Granite Meadow Ln, Sandy, UT 84092

Myron & Beverly Francom 3084 Granite Meadow Lane, Sandy, Ut. 84092

APNs: 28-11-177-072-0000, 28-11-178-007-0000, 28-11-177-021-0000,  
28-11-178-006-0000, 28-11-177-018-0000, 28-11-177-020-0000,  
28-11-177-027-0000, 28-11-178-019-0000, 28-11-178-020-0000

### EACH PARTY AGREES AS FOLLOWS:

1. **MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE EQUALLY IN THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR. NO EXPENSE SHALL BE INCURRED BY ANY PARTY WITHOUT UNANIMOUS CONSENT OF ALL OTHER PARTIES HERETO. SUCH CONSENT SHALL BE IN WRITING, SIGNED BY ALL PARTIES, WITH A COPY DELIVERED TO EACH PARTY.**
2. **PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED EQUALLY BY THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM. IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF**
3. **SUCCESSORS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.**
4. **UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (GAS, WATER, ELECTRICITY, SEWER, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF**

**THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.**


- 5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.**
  
- 6. UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND. IN THE EVENT A PARTY DOES NOT PAY HIS OR HERS PRO RATA SHARE ON COSTS WITHIN THIRTY (30) DAYS AFTER IT IS REQUESTED OR A PARTY RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.**

  
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OWNERS NAME

  
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OWNERS NAME

  
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OWNERS NAME

  
\_\_\_\_\_  
OWNERS NAME

  
\_\_\_\_\_  
OWNERS NAME

W. H. [Signature]  
OWNERS NAME

Maryann L. Shannon Jr.  
OWNERS NAME

\_\_\_\_\_  
OWNERS NAME

State of Utah  
County of Salt Lake

The foregoing Road Maintenance Agreement was acknowledged before  
me on November 7<sup>th</sup> 20 09

Signature Kim A. Densley

Print Name Kim A. Densley

Notary Public of Utah  
My Commission Expires 04/15/2013

(Notary Seal)

