

3700

①

4804111

28 JULY 89 11:41 AM

ROAD MAINTENANCE AGREEMENT

KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH

ACORN HILLS III SUBDIVISION

MERIDIAN TITLE  
REC BY: REBECCA GRAY, DEPUTY

4804111

WHEREAS, the undersigned persons are owners of the various lots as described in Exhibit "B" and located in Acorn Hills III Subdivision; and

WHEREAS, each property owner has contributed toward the construction of a road and surface drainage of the road along a deeded right-of-way described on Exhibit "A"; and

WHEREAS, each property owner has agreed to join in the formation of an Association for the purposes of maintaining said roadway and associated surface water runoff facilities;

NOW, THEREFORE, in consideration of the mutual interest in maintaining the roads and thereby insuring convenient access to the property and the other covenants contained herein, it is agreed as follows:

1. This Agreement shall constitute a covenant running with the land and shall be binding upon the parties hereto, their successors, heirs and assigns and all subsequent owners of all or any part of the lots adjacent to or requiring access over the roads in question, together with their grantees, successors, heirs and assigns.

2. The parties agree to join together in the formation of a nonprofit corporation to be known as the "Acorn Hills III Road Association" and to become members thereof. Membership in the Association shall be thereafter attached to the separate lots owned by the parties hereto and shall be appurtenant thereto, and

MTL 15 713A  
ACCOMMODATION RECORDING ONLY

BOOK 6146 PAGE 1659

shall be deemed to be conveyed or encumbered with the property even though the description in the instrument of conveyance or encumbrance may refer only to the property.

3. The proportionate responsibility of the members of the Association for the expenses of maintenance, as well as their proportional representation for voting purposes shall be shared equally by all lot owners provided the cost of winter access shall be born only by those lots with residences located thereon or under construction or others who consent to share said expenses. All decisions concerning such maintenance shall be made only by those and others who agree to share in the expenses.

4. Costs of maintenance to be shared by the members of the Association as provided for herein shall include the following:

- (a) Snow removal.
- (b) Any insurance that the Association decides to obtain.
- (c) Maintaining and repairing the asphalt surface of the roads, gutters, retaining walls (landscaped or otherwise), gravel sumps, curbs, drains, erosion control, reflectors, posts, mirrors, signs and all other parts of the road system which now exist or which will be constructed hereafter in or adjacent to the right-of-way described in Exhibit A.

5. Members of the Association shall permit other members or persons hired to perform work on the roads to enter their property for the purpose of gaining access to the road or any of the other parts of the road system referred to in paragraph 4(c) hereof.

Provided, however, that the repair of any damage to a member's property which is caused by the access provided for herein shall be the responsibility of the Association.

6. All unpaid assessments for maintenance costs shall, from and after the day that a notice of lien is recorded in the office of the Salt Lake County Recorder reflecting the same, constitute a lien upon the lot of the delinquent member. Such lien may be foreclosed by suit by the Association in like manner as the foreclosure of a mortgage or, at the option of the Association, suit to recover a money judgment may be filed without waiving the lien. In the event that action is taken to collect any unpaid assessments, the delinquent member shall be obligated to pay all costs connected therewith, including a reasonable attorney's fee.

7. Maintenance and the removal of snow from roads and driveways which are located within planned unit developments or on individual lots shall be the responsibility of the individual owners thereof and the Association shall have no responsibility therefor.

8. It is possible that at some point in time portions or all of the road system located in the right-of-way which is described in Appendix A may be dedicated to either Salt Lake City or County. In the event that this occurs, the costs payable by members of the Association for maintenance or the undedicated portions of the road system will be correspondingly reduced and, as provided in paragraph 3(c) hereof, in the case of some members, their share be eliminated entirely. In the event that dedication

of portions or all of the road system to Salt Lake City or County requires that the roads be upgraded, the matter shall be submitted for consideration to the members of the Association who are entitled to vote and , if approved by two-thirds of the votes cast on the issue, the costs of upgrading shall be assessed to the members in accordance with the provisions of paragraph 3 hereof. If two-thirds of the members voting on the issue fail to approve the Association's paying for needing upgrading in order to have some portion of the road system accepted for dedication to Salt Lake City or County, individual members of the Association may nevertheless pay these costs themselves if they feel that the benefit to them will be sufficient to justify the expenditure. Any changes to the road system for the purpose of dedicating some portion of it to Salt Lake City or County shall be made in such a way as not to interfere with the use of the balance of the roads or the access of individual property owners to their property.

9. The administration of the Association shall accord with the provisions of the Articles of Incorporation & By-Laws for the Acorn Hills III Road Association dated this same date, which said Articles will be filed in the office of the Utah Secretary of State.

10. The undersigned individuals have accepted their properties and the existing access as is and agree to work cooperatively as necessary to provide for the development of the access of the lots. Each party hereto otherwise accepts individual responsibility of the approval and development of their lots.

















IN WITNESS WHEREOF, intending to be bound hereby, the parties being owners of the properties indicated have set their hands on the date indicated.

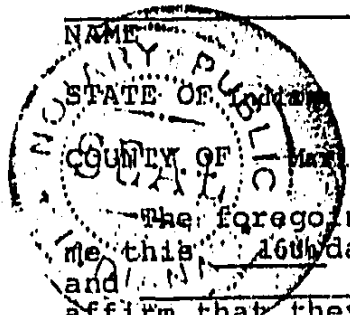
Owners of Lot 21

DATED: \_\_\_\_\_  
Donald McCloskey  
NAME

609 HAMPSHIRE CT  
ADDRESS  
CARMEL IN 46032

DATED: 5/16/86

ADDRESS



)  
: ss.

The foregoing Road Maintenance Agreement was executed before me this 16th day of May, 1986 by Donald McCloskey and \_\_\_\_\_ who being first sworn upon oath did affirm that they are the owners of the above Lot in Acorn Hills III Subdivision and have executed this agreement of their own free will.

Patricia L. Skiles  
NOTARY PUBLIC  
Residing at: PATRICIA L. SKILES, Notary Public  
Co. of Residence: Marion  
Marion County My Commission Expires November 6, 1988

My Commission Expires:  
Nov. 6, 1988

IN WITNESS WHEREOF, intending to be bound hereby, the parties being owners of the properties indicated have set their hands on the date indicated.

Owners of Lot 24

DATED: 7/24/86

NAME Carl R. Kjeldsberg

ADDRESS 2342 Lynwood Dr, SLC, Utah 84109

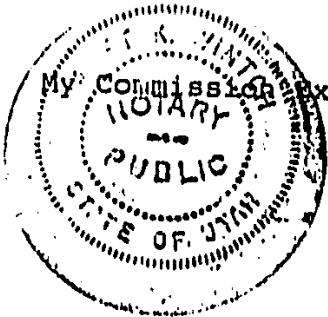
DATED: 4-24-86

NAME Gillian M. Kjeldsberg

ADDRESS 2342 Lynwood Dr SLC, utl 84109

STATE OF UTAH )  
COUNTY OF SALT LAKE ) : ss.

The foregoing Road Maintenance Agreement was executed before me this 24th day of April, 1986 by Carl Kjeldsberg and Gillian Kjeldsberg who being first sworn upon oath did affirm that they are the owners of the above Lot in Acorn Hills III Subdivision and have executed this agreement of their own free will.



Janet F. Mitchell  
NOTARY PUBLIC  
Residing at: Salt Lake City





EXHIBIT "A"  
(Attached to Road Maintenance Agreement)

Parcel 1: The following right-of-way:

Beginning at a point 1505.30 feet North and 673.46 feet East from the Southwest Corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence running South 143.99 feet, thence North 67°23' East 18.01 feet, thence South 22°37' East 25.60 feet, thence South 16°11'34" West 38.5 feet, thence North 73°48'26" West 17.98 feet, thence South 16°11'34" West 315.70 feet, thence South 40°00' West 93.76 feet to the point of curve of a 50 foot radius curve to the left, thence Southerly along the arc of said curve 91.58 feet to the point of reverse curve of a 270.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 100.00 feet to the point of tangency, thence South 43°42'58" East 77.10 feet to the point of curve of a 50 foot radius curve to the left, thence Easterly and Northerly along the arc of said curve 115.29 feet to the point of reverse curve of a 350 foot radius curve to the right, thence Northerly along the arc of said curve 81.86 feet, thence North 17°34'30" East 360.78 feet to the point of curve of a 150 foot radius curve to the right, thence Northeasterly along the arc of said curve 44.79 feet, thence North 34°41' East 238.40 feet to the point of curve of a 100 foot radius curve to the left, thence Northerly along the arc of said curve 48.32 feet, thence North 7°00' East 163.30 feet, thence North 71°01' East 55.62 feet, thence South 7°00' West 187.66 feet to the point of curve of a 150.0 foot radius curve to the right, thence Southerly along the arc of said curve 72.47 feet, thence South 34°41' West 238.40 feet to the point of curve of a 100 foot radius curve to the left, thence Southwesterly along the arc of said curve 29.86 feet, thence South 17°34'30" West 360.78 feet to the point of curve of a 300 foot radius curve to the left, thence Southerly along the arc of said curve 161.70 feet, thence South 13°18'30" East 94.13 feet to the point of curve of a 165.17 foot radius curve to the right, thence Southerly along the arc of said curve 129.80 feet to the point of reverse curve of a 25 foot radius curve to the left, thence Southerly along the arc of said curve 21.03 feet to the point of reverse curve of a 50.0 foot radius curve to the right, thence Southerly, Easterly and Northerly around the arc of said curve 198.59 feet to the point of reverse curve of 25.0 foot radius to the left, thence Northerly along the arc of said curve 21.03 feet, thence North 17°06' West 78.64 feet to the point of curve of a 100.00 foot radius curve to the left, thence Northerly along the arc of said curve 18.28 feet, thence North 27°34'31" West 166.22 feet to the point of curve of a 220.0 foot radius curve to the left, thence Northwesterly along the arc of said curve 223.69 feet, thence West 246.57 feet, thence South 31°48' West 262.71 feet, thence North 61°11'46" West 37.96 feet to the point of curve of a 40 foot radius curve to the right, thence Northwesterly along the arc of said curve 82.33 feet to a point on a 75 foot radius curve to the right whose radius bears South 73°40'12" East, thence Northwesterly along the arc of said curve 1.64 feet, thence North 17°35' East 143.89 feet to the point of curve of a 15 foot radius curve to the left, thence Northerly along the arc of said curve 16.38 feet, thence North 45°00' West 10.0 feet, thence North 45°00' East 50.0 feet, thence South 45°00' East 10.0 feet to the point of curve of a 65.0 foot radius curve to the right, thence Southerly along the arc of said curve 71.00 feet, thence South 17°33' West 54.94 feet, thence North 31°48' East 135.55 feet, thence East 262.74 feet,

thence North 40°00' East 193.07 feet, thence North 16°11'34" East 302.06 feet, thence North 164.54 feet, thence North 71°01' East 52.88 feet to the point of beginning.

BOOK 6146 PAGE 1674



EXHIBIT "A"  
(Attached to Road Maintenance Agreement)

(Page 2)

Parcel 2: Together with the Easement described in Deed of Easement previously recorded April 10, 1979 as Entry No. 3262584 in Book 4842 at Page 968.

Parcel 3: Together with the following right of way & easement for Hammerhead across "Lot 22" Acorn Hills N/R No. 3 subdivision the description of which was prepared by Bollwinkel Engineering and Land Surveying Corporation dated June 29, 1985 and described as follows:

Beginning at a point 1534.69 feet North and 1089.51 feet East and 119.64 feet North 7' 00" East and 27.81 feet North 71' 01" East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian said point being on the easterly side of an existing 50 foot easement; thence running South 7' 00" West 31.15 feet, thence North 71' 01" East 30.0 feet, thence North 18' 59" West 28.0 feet, thence South 71' 01" West 16.35 feet to the point of beginning.

BOOK 6146 PAGE 1575

EXHIBIT "B"

Lot 10:

Beginning 860.58 feet North and 426.77 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence South 245.0 feet, thence North  $62^{\circ}25'29''$  East 245.0 feet to a point on a 245.0 foot radius curve to the Left, thence Northwesterly along the arc of said curve 266.97 feet to the point of beginning. Contains 0.75067 acres. Less R. x W.

Owned by Howard and Linda Fox. Contract.

Lot 11:

Beginning at a point 581.65 feet North and 720.88 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence South  $62^{\circ}25'29''$  West 262.80 feet, thence West 90.05 feet, thence North  $20^{\circ}55'$  East 80.91 feet, thence North 80.0 feet, thence North  $62^{\circ}25'29''$  East 245.0 feet, thence South  $27^{\circ}01'31''$  East 166.22 feet to the point of beginning. Contains 1.1014 acres. Less R. x W.

Owned by Howard and Linda Fox. Contract.

Lot 12:

Beginning at a point 581.65 feet North and 720.88 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence South  $62^{\circ}25'29''$  West 262.80 feet, thence East 42.07 feet, thence South 105.0 feet, thence East 91.765 feet, thence North  $62^{\circ}25'29''$  East 166.24 feet, thence North  $17^{\circ}06'$  West 134.54 feet to the point of curve of a 125 foot radius curve to the left, thence Northwesterly 22.85 feet to the point of beginning. Contains 0.76119 acres. Less R. x W.

Owned by Jim and Susan Kay. Contract.

Lot 13:

Beginning at a point 382.70 feet North and 777.73 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East Salt Lake Base and Meridian; thence South  $9^{\circ}54'54''$  East 83.70 feet thence South 179.47 feet to the north line of a State Highway (Emigration Canyon Road), thence South  $69^{\circ}28'30''$  West 21.23 feet to the point of curve of a 849.026 foot radius curve to the right, thence Westerly along the arc of said curve 248.68 feet, thence North 293.76 feet, thence East 91.765 feet thence North  $62^{\circ}25'29''$  East 166.24 feet, thence South  $9^{\circ}54'54''$  East 50.0 feet to the point of beginning. Contains 1.76803 acres. Less R x W.

Owned by Kevin Kingdom. Warranty Deed.

Lot 14 & 15:

Beginning at a point 382.70 feet North and 777.73 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence South 9°54'54" East 83.70 feet, thence North 69°28'30" East 483.28 feet, thence North 17°05' West 87.68 feet, thence North 70°36'12" East 107.10 feet, thence North 81°00' West 543.72 feet, thence South 3°16'30" West 242.58 feet thence South 9°54'54" East 50.0 feet to the point of beginning. Contains 2.74679 acres. Less R x W.

Owned by Douglas David Watchorn. Warranty Deed.

Lot 16:

Beginning at a point 674.13 feet North and 782.98 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East Salt Lake Base and Meridian, thence North 3°16'30" East 117.60 feet, to the point of curve of a 238.83 foot radius curve to the right, thence Northerly along the arc of said curve 30.87 feet thence South 81°00' East 533.12 feet, thence south 149.685 feet, thence North 81°00' West 543.72 feet to the point of beginning. Contains 1.83031 acres. Less R x W.

Owned by Douglas David Watchorn. Warranty Deed.

Lot 17:

Beginning at a point which is 822.16 feet North and 793.44 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence South 81°00' East 533.12 feet; thence North 166.13 feet; thence North 81°00' West 484.14 feet, thence South 17°34'30" West 137.01 feet to the point of curve of a 238.83 foot radius curve to the left, thence southehrly around said curve 28.74 feet to the point of beginning. Contains 1.76127 acres. Less R x W.

Owned by Elinor Meik. Warranty Deed.

Lot 18:

Beginning at a point which is 980.63 feet North and 841.42 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence South 81°00' East 484.14 feet, thence North 123.36 feet; thence North 76°00' West 442.34 feet, thence South 17°34'30" West 162.21 feet to the point of beginning. Contains 1.49907 acres. Less R. x W.

Owned by Richard Jackson. Warranty Deed.

Lot 19:

Beginning at a point which is 1135.27 feet North and 890.80 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence South 76°00' East 442.34 feet; thence North 115.03 feet, thence North 65°00' West 377.39 feet; thence South 34°41' West 91.73 feet to the point of curve of a 125.0 foot radius curve to the left, thence Southerly around said curve 37.33 feet; thence South 17°34'30" West 61.56 feet to the point of beginning. Contains 1.41351 acres. Less R. x W.

Owned by Richard Jackson. Warranty Deed.

Lot 20:

Beginning at a point which is 1302.77 feet North and 977.97 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence South 65°00' East 377.39 feet; thence North 226.89 feet; thence North 74°00' West 258.24 feet to a point on a 125.0 foot radius curve (radius point bears North 64°49'49" West); thence southwesterly around said curve 20.76 feet to the point of tangency, thence South 34°41' West 146.67 feet to the point of beginning. Contains 1.35925 acres. Less R. x W.

Owned by Steve Newton. Contract.

Lot 21:

Beginning at a point which is 1514.84 feet North and 1087.07 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence North 67°23' East 252.33 feet, thence South 241.71 feet, thence North 74°00' West 258.24 feet to a point on a 125 foot (radius bears North 64°49'49" West) thence Northerly along the arc of said curve 39.674 feet to the point of tangency, thence North 7°00' East 35.84 feet to the point of beginning. Contains 0.86465 acres. Less R. x W.

Owned by Donald McCloskey. Warranty Deed.

Lot 22:

Beginning at a point 1514.84 feet North and 1087.07 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence North 67°23' East 252.33 feet, thence North 138.48 feet, thence South 61°42' West 132.31 feet, thence South 71°01' West 105.13 feet, thence South 7°00' West 139.64 feet, to the point of beginning. Contains 0.66893 acres. Less R. x W.

Owned by Elinor Meik. Warranty Deed.

Lot 23:

Beginning at a point 1534.69 feet North and 1089.51 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence South  $67^{\circ}23'$  West 236.11 feet, thence North  $17^{\circ}00'$  West 122.59 feet, thence North  $71^{\circ}01'$  East 283.81 feet, thence South  $7^{\circ}00'$  West 119.64 feet to the point of beginning. Contains 0.68102 acres. Less R x W.

Owned by Dr. and Mrs. C. R. Kjelsberg. Contract.

Lot 24:

Beginning at a point 1361.36 feet North and 673.46 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence North  $67^{\circ}23'$  East 214.60 feet, thence North  $17^{\circ}00'$  West 122.59 feet, thence South  $71^{\circ}01'$  West 171.59 feet, thence South 143.94 feet to the point of beginning. Contains 0.56860 Acres. Less R x W.

Owned by Dr. and Mrs. C. R. Kjelsberg. Contract.

Lot 25:

Beginning at a point 1534.69 feet North and 1089.51 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East Salt Lake Base and Meridian; thence South  $67^{\circ}23'$  West 252.61 feet, thence South  $20^{\circ}15'$  West 182.23 feet, thence South  $64^{\circ}52'18''$  East 134.91 feet to the intersection with a 125.0 foot radius curve to the right, tangent to which curve bears North  $25^{\circ}07'42''$  East at the point of intersection, thence northeasterly around said curve 20.95 feet; thence North  $34^{\circ}41'$  East 238.40 feet to the point of tangence with a 125 foot radius curve to the left, thence Northeasterly around said curve 60.40 feet, thence North  $7^{\circ}00'$  East 55.84 feet to the point of beginning. Contains 1.08322 acres. Less R. x W.

Owned by Dr. and Mrs. Mano Swartz. Warranty Deed.

Lot 26:

Beginning at a point 1209.29 feet North and 915.38 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence North  $64^{\circ}52'18''$  West 134.91 feet, thence South  $20^{\circ}15'$  West 265.0 feet, thence South  $79^{\circ}26'48''$  East 146.12 feet, thence North  $17^{\circ}34'30'$  East 212.68 feet to the point of tangency with a 125.0 foot radius curve to the right, thence Northeasterly around said curve 16.48 feet to the point of beginning. Contains 0.78734 acres. Less R. x W.

Owned by Elinor Meik.

Lot 27:

Beginning at a point 991.20 feet North and 845.18 feet East from the Southwest corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence North  $79^{\circ}26'48''$  West 146.12 feet, thence South  $20^{\circ}15'$  West 230.0 feet, thence South  $46^{\circ}17'02''$  West 25.0 feet to a point on a radius curve to the right (radius point bears South  $46^{\circ}17'02''$  West), thence Southeasterly along the arc of said curve 69.02 feet, thence South  $27^{\circ}34'31''$  East 166.22 feet to the point of curve of a 125.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 22.85 feet, thence South  $17^{\circ}06'$  East 134.55 feet, thence North  $3^{\circ}16'30''$  East 360.18 feet to the point of curve of a 238.83 foot radius curve to the right thence Northerly along the arc of said curve 59.61 feet, thence North  $17^{\circ}34'30''$  East 148.10 feet to the point of beginning. Contains 1.44530 acres. Less R. x W.

Owned by Elinor Meik.