

7912454

When Recorded Mail To:

A&A Funk
1265 E 100 So
SLC UT 84102

7912454
06/04/2001 11:27 AM 17.00
Book - 8464 Pg - 5618-5620
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NETRO NATIONAL TITLE
BY: SLH, DEPUTY - WI 3 P.

File No. 01028083

Parcel ID #16-05-202-007, 008

JOINT RIGHT OF WAY AND DRIVEWAY AGREEMENT

This agreement made and executed this 1st day of June, 2001, by and between FRED E. CLAYSON and MARTHA CLAYSON, Party of the First Part; and A&A FUNK, LLC, a Utah limited liability company, Party of the Second Part:

Whereas the Party of the First Part is owner in fee of that certain tract of land located at 25 South 1100 East, Salt Lake City, County of Salt Lake, State of Utah, which is more particularly described as follows:

Beginning at a point South 0 deg. 00'48" West 161.10 feet from the Northwest corner of Lot 5, Block 35, Plat "F", Salt Lake City Survey, and running thence South 0 deg. 00'48" West 98.36 feet; thence South 88 deg. 40'50" East along the North edge of the eaves of the house at 33 South 11th East, 165.04 feet; thence North 0 deg. 00'48" East 101.83 feet; thence South 89 deg. 53' West along a fence line and South side of a house 66.0 feet; thence North 89 deg. 44' West along the South line of a garage and concrete retaining wall, 99.0 feet to the point of beginning.

And whereas, the Party of the Second Part is owner in fee of that certain tract of land located at 33 South 1100 East, Salt Lake City, County of Salt Lake, State of Utah, which is more particularly described as follows:

PARCEL 1:

Beginning 2 rods North from the Southwest corner of Lot 5, Block 35, Plat "F", Salt Lake City Survey; and running thence North 2 rods; thence East 10 rods; thence South 2 rods; thence West 10 rods to the place of beginning.

PARCEL 1A:

Subject to and together with a joint right of way over said Parcel 1 and the property to the South, hereinafter set forth, as disclosed in that certain Warranty Deed, recorded October 25, 1905, as Entry No. 200023 in Box 6-X of Deeds, at Page 279, more particularly described as follows:

Commencing at the Southwest corner of Lot 5, Block 35, Plat "F"; and running thence North 2 rods; thence East 10 rods; thence South 2 rods; thence West 10 rods to the point of beginning.

PARCEL 2:

Beginning at a point 4 rods North of the Southwest corner of Lot 5, Block 35, Plat "F", Salt Lake City Survey; and running thence North 3.5 feet, more or less, to a point on a line with and parallel to the eaves of the house described as No. 33 South 1100 East Street, such house being on the South side of this line; thence East 10 rods; thence South 3.5 feet, more or less, such distance being the same as that between beginning point and that point parallel with eaves of said house; thence West 10 rods to the place of beginning.

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And whereas, the parties will jointly use a driveway as presently located on the property of, and owned by the Party of the First Part, which driveway is located over the South approximately 20 feet of said property.

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 driveways shall govern and apply.
2. The Party of the First Part does hereby grant and convey unto the Party of the Second Part, a Right of Way for ingress and egress, over the joint driveway as located on its tract of land.
3. Neither Party shall use or alter the joint driveway in any way which would jeopardize the use of said driveway, and will keep it open and useable at all times.
4. The Party of the First Part shall pay and be responsible for any and all costs and expenses relating to repair, replacement, restoration, or maintenance, which may be necessary or desirable to preserve the soundness or structural integrity of the joint driveway; provided, however, that if any such cost or 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 Representative, successors and assigns.

Dated this 1st day of June, 2001, in consideration of Ten Dollars and other consideration, the receipt of which is hereby acknowledged by the parties hereto.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Fred E. Clayson
FRED E. CLAYSON

A&A FUNK, LLC, a Utah limited liability Company

Martha Clayson
MARTHA CLAYSON

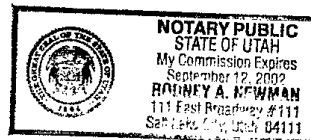
By: Robert Funk
Its: _____

By: John W. Funk
Its: _____

State of Utah)
) SS
County of Salt Lake)

On this 1 day of June, 2001, personally appeared before me, FRED E. CLAYSON and MARTHA CLAYSON, the signer of the within instrument, who duly acknowledged to me that he executed the same.

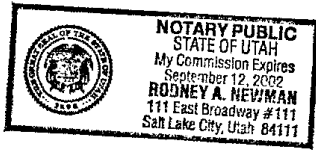
Rob Funk
NOTARY PUBLIC
My commission expires:



Residing at:

STATE OF UTAH)
 :SS
County of Salt Lake)

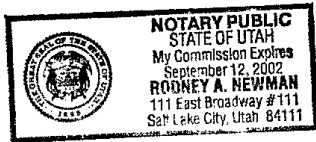
On the 1st day of June, 2001, personally appeared before me ALBERT G. FUNK, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who being by me duly sworn (or affirmed) did say that he is the (Manager or Member) of A&A FUNK, LLC, and that the foregoing instrument was signed by him in behalf of said limited liability company by authority of the articles of organization (or operating agreement), and ALBERT G. FUNK acknowledged to me that said limited liability company executed the same.



Rodney Newman
NOTARY PUBLIC
My commission expires:
Residing at:

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 1 day of June, 2001, personally appeared before me ARLA W. FUNK, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who being by me duly sworn (or affirmed) did say that she is the (Manager or Member) of A&A FUNK, LLC and that the foregoing instrument was signed by her in behalf of said limited liability company by authority of the articles of organization (or operating agreement), and acknowledged to me that said limited liability company executed the same.



Rodney Newman
NOTARY PUBLIC
My commission expires:
Residing at:

rowfunk