

**After recording, please return to:**

Backman Title Services  
170 South Main, Suite 135  
Salt Lake City, UT 84101

Order No. 5-056294

**RIGHT OF WAY EASEMENT AGREEMENT**

This Agreement is made this 14 day of January, 2010, by and between Michael L. Weilenmann, Martha Weilenmann Starr, Margaret Weilenmann Mackey, Merry Chris Weilenmann Fusselman, Mark Truman Weilenmann, Melanie Weilenmann Anderson and Melissa Weilenmann Livingston ("Weilenmann") and Estate of Milton Lyman Weilenmann by P. Christian Anderson, personal representative Probate No. 093900122. ("Milton").

**RECITALS**

A. Weilenmann owns certain real property ("Weilenmann Property") located in Summit County, State of Utah, which is more particularly described as follows:

Exhibit A

B. Milton owns certain real property ("Milton Property") located in Summit County, State of Utah, which is more particularly described as follows:

Exhibit A-2

C. In accordance with the acquisition of the Weilenmann Property by Weilenmann Partners, Milton requires the conveyance of a right of way and easement ("the Easement Premises") for ingress and egress and utilities to the Milton Property over the Weilenmann Property. The parties desire to establish the rights and obligations of each party and the construction of the future road improvements in the Easement Premises.

D. The Easement Premises located in Summit County, State of Utah, are to be located and described upon completion of the School premises and the parties herein shall agree to memorialize the exact location as necessary for County approval of the development of the Milton Property.

NOW, THEREFORE, in consideration of the premises, the covenants, promises, terms and conditions contained hereafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rights of Milton and Weilenmann in the Easement Premises. Weilenmann hereby grants and conveys to Milton the following rights in the Easement Premises:

A. A Subdivision entrance monument easement being approximately 10' by 20' located along the West side of the Weilenmann entrance road and a 60 foot wide perpetual and non-exclusive right of ingress and egress for vehicular and pedestrian traffic over the Weilenmann Premises in a location necessary to the development of the Weilenmann Parcel. This right is intended for all of the parties, their respective lenders (specifically including those identified herein) tenants, contractors, employees, agents, licensees, invitees, and guests. Parties are to keep said passage way for ingress and egress free and clear of parking or obstruction except as designated, 24 hours a day including during maintenance, repair, and/or improvements as reasonably possible. Further, Parties shall cooperate in any future dedication of said right of way to Summit County.

B. The right to construct and install and maintain and repair utilities,

including but not limited to water, sewer, telephone, cable, fiber optic, electrical, gas, storm drainage, etc. along, over, under and across the Easement Premises and to enjoy and use the Easement Premises in connection with the improvements now or hereafter located upon the Weilenmann Property and the Milton Property. The parties acknowledge and agree that governmental entities may control and direct the nature and extent and location of the utilities, including the existing utilities.

C. The rights granted herein shall be appurtenant to the property of all of the parties to this Agreement.

2. Limitation on Use of Easement Premises. Weilenmann agrees that they will not construct any fence or retaining wall or plant any additional trees or bushes or shrubs or plants on, over or under the Easement Premises that would inhibit Milton from using the Easement Premises. Weilenmann also reserves all of the rights granted in paragraph 1 above for their use and enjoyment.

3. Maintenance. The parties agree that each party hereto shall bear their respective cost maintaining and repairing the Easement Premises. The Weilenmann portion being the North from the entrance road South to the stub (or Bridge) and the Milton portion being the remainder to the South. Maintenance shall include, but not be limited to, the cost of snow removal, upkeep, and repair. Potholes shall be repaired as soon as weather permits. Each party to this Agreement grants to the other parties to this Agreement an easement to enter upon the party's property, if necessary, to maintain or repair the Easement Premises. The parties shall establish an annual budget from which assessments shall be made in January of each year.

4. Indemnification and Insurance. Each party hereby agrees to indemnify, defend and hold harmless the other parties from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees at trial and on appeal), judgments, proceedings, and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from that party's negligent or willful act or omission. Each party agrees to maintain insurance, of at least \$100,000.00, for total claims for any one occurrence on the Easement Premises.

5. Hazardous Materials. In accordance with federal and state law, no party shall use or permit the use, handling, generation, storage, release, or disposal of any hazardous material on, about or under the Easement Premises.

6. Damage. If any party, during or after the installation of utilities, causes damage to the Easement Premises, then that party shall be solely responsible to immediately and completely replace and repair and restore that portion of the Easement Premises damaged. Except for the Easement Premises, the parties acknowledge and agree that each party is solely responsible for maintaining their property held in fee simple. However, if the act of any party causes damage to the Easement Premises or to the property outside the Easement Premises, then the party causing the damage shall be solely responsible to immediately and completely repair and restore that portion of the property damaged.

7. Encumbrances. The parties agree that the Weilenmann Property is free and clear.

8. Real Property Taxes. Weilenmann will pay the taxes on the Easement Premises.

9. Default. If any party does not perform his obligations under this Agreement, the non-defaulting party shall be entitled to enforce, with or without litigation, this Agreement and seek any remedy at law, in equity or under this Agreement. The non-defaulting party or parties shall also be entitled a lien for the amount of the unpaid assessment for maintenance and taxes. The effective date of the lien shall be the date of delinquency of the assessment. Those remedies under the Agreement include specific performance and attorney's fees and costs, including fees and costs incurred on appeal or in bankruptcy, to enforce this Agreement.

10. Modification and Integration. This Agreement shall not be amended or modified except in writing executed by all parties with an interest in the Property. This Agreement represents a final understanding of the parties and all other agreements (oral or in writing), notes, memoranda, and negotiations are hereby merged herein.

11. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. The Rights and Terms of this agreement shall pass to the County upon future road dedication of the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Michael L. Weilenmann  
Michael L. Weilenmann

Martha Weilenmann Starr  
Martha Weilenmann Starr

Margaret Weilenmann Mackey  
Margaret Weilenmann Mackey

Merry Chris Weilenmann Fusselman  
Merry Chris Weilenmann Fusselman

Mark Truman Weilenmann  
Mark Truman Weilenmann

Melanie Weilenmann Anderson  
Melanie Weilenmann Anderson

Melissa Weilenmann Livingston  
Melissa Weilenmann Livingston BY MICHAEL L. WEILENMANN  
ATTORNEY IN FACT BY POA  
Michael L. Weilenmann  
attorney-in-fact

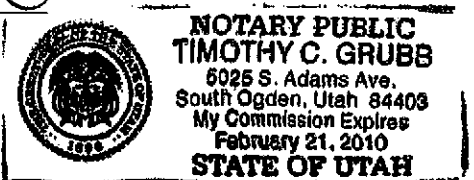
ACKNOWLEDGMENT

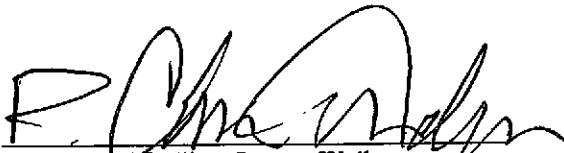
State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was duly acknowledged before me this 4 day of January, 2010, by Michael L. Weilenmann, Martha Weilenmann Starr, Margaret Weilenmann Mackey, Merry Chris Weilenmann Fusselman, Mark Truman Weilenmann, Melanie Weilenmann Anderson and Melissa Weilenmann Livingston. BY MICHAEL L. WEILENMANN ATTORNEY IN FACT BY POA

My Commission Expires:  
2-21-10

Timothy C. Grubb  
Notary Public  
Residing at: S. Ogden






The Estate Of Milton Lyman Weilenmann  
 By: P. Christian Anderson  
 It's: Personal Representative Probate No. 093900122

ACKNOWLEDGMENT

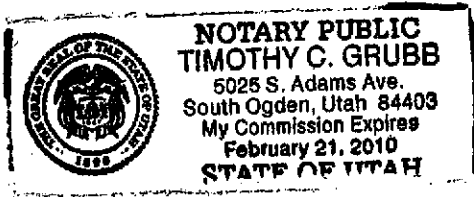
State of Utah )  
 ) ss.  
 County of Salt Lake )

The foregoing instrument was duly acknowledged before me this 4 day of January, 2010, by P. Christian Anderson the personal representative Probate No. 093900122 of The Estate of Milton Lyman Weilenmann.

My Commission Expires:  
2-21-10



Notary Public  
 Residing at: S. Ogden



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Beginning at the East quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North 00 deg. 04'11" West along the East line of Lot 2 a distance of 1134.85 feet; thence South 61 deg. 16'46" West 625.69 feet; thence North 00 deg. 04'11" West 15.4 feet; thence South 46 deg. 43'36" West 181.53 feet; thence North 18 deg. 21'11" West 157.78 feet to the True Point of Beginning; thence South 56 deg. 37'40" West 386.86 feet; thence South 02 deg. 12'48" East 305.16 feet; thence South 42 deg. 54'58" West 248.60 feet; thence North 42 deg. 19'31" West 410.84 feet; thence North 10 deg. 00'00" East 142.17 feet; thence North 70 deg. 00'00" West 394.47 feet; thence North 48 deg. 26'49" East 79.94 feet to the intersection with the Southeasterly right of way line of the Interstate 80 Frontage Road, said right of way line also being the Southeasterly line of that tract of land as described in a Warranty Deed to the State Road Commission of Utah, recorded July 25, 1972 as Entry No. 1116412 in Book M39, Pages 586 and 587, in the office of the recorder of Summit County, Utah, the following five courses being along said right of way line: (1) thence North 61 deg. 36'00" East 96.33 feet to a point on a tangent 3779.72 foot radius curve concave Southeasterly (the radius point bears South 28 deg. 24'00" East 3779.72 feet of which the central angle is 05 deg. 00'00"); (2) thence Northeasterly along the arc of said curve a distance of 329.84 feet; (3) thence North 66 deg. 36'00" East 10.66 feet to a point on a tangent 3859.72 foot radius curve concave Northwesterly (the center bears North 23 deg. 24'00" West 3859.72 feet of which the central angle is 05 deg. 00'00"); (4) thence Northeasterly along the arc of said curve a distance of 336.82 feet; (5) thence North 61 deg. 36'00" East 231.76 feet to the intersection with the Westerly line of a tract of land as described in a Quit Claim Deed to Judith L. Maedel, recorded May 18, 1981 as Entry No. 179621 in Book M187, Page 501, in said Recorder's office, the following course being along the Westerly line of said tract; thence South 18 deg. 21'11" East 414.26 feet to the place of beginning.

Parcel No.: **PP-38-C-1**

Exhibit ~~B~~ A-2

PART OF LOT 2, SEC 10, T1S, R3E, SLBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEG AT THE EAST 1/4 COR OF SECTION 10, T1S, R3E, SLBM; TH NORTH 89°58'00" WEST 1502.15 FEET ALONG THE CENTER OF SECTION; THENCE NORTH 00°02'00" WEST 327.91 FEET; THENCE NORTH 10°00'00" EAST 162.43 FEET; THENCE SOUTH 42°19'31" EAST 410.84 FEET; THENCE NORTH 42°54'58" EAST 248.60 FEET; THENCE NORTH 02°12'48" WEST 305.16 FEET; THENCE NORTH 56°37'40" EAST 368.86 FEET; THENCE SOUTH 18°21'11" EAST 157.78 FEET; THENCE NORTH 46°43'36" EAST 181.53 FEET; THENCE SOUTH 00°04'11" EAST 15.4 FEET; THENCE NORTH 61°16'46" EAST 625.69 FEET; THENCE SOUTH 0°04'11" EAST 1134.85 FEET TO THE PT OF BEG.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED TRACTS OF LAND:

PART OF LOT 2, SEC 10, T1S, R3E, SLBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEG AT THE EAST 1/4 COR OF SECTION 10, T1S, R3E, SLBM, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID SECTION 10; THENCE NORTH 89°58'00" WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 552.19 FEET; THENCE NORTH 00°02'00" EAST 200.0 FEET; THENCE SOUTH 89°58'00" EAST PARALLEL WITH SAID SOUTH LINE 551.83 FEET TO A POINT ON THE EAST SIDE OF SAID LOT; THENCE SOUTH 00°04'11" EAST 200.0 FEET TO THE POINT OF BEGINNING CONTAINING APPROXIMATELY 2.53 ACRES.

PART OF LOT 2, SEC 10, T1S, R3E, SLBM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH, 2155.20 FEET AND WEST 225.00 FEET FORM THE NORTHEAST CORVER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 217.80 FEET; THENCE WEST 200.00 FEET; THENCE NORTH 217.80 FEET; THENCE EAST 200.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.00 ACRE.

PP-38-C

BK1680-PG1488

Exhibit ~~E~~ A-2

PART OF LOT 2, SEC 10, T1S, R3E, SLBM, MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEG AT THE EAST 1/4 COR OF SECTION 10, T1S, R3E, SLBM, SAID POINT ALSO  
BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID SECTION 10; THENCE  
NORTH 89°58'00" WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE  
OF 552.19 FEET; THENCE NORTH 00°02'00" EAST 200.0 FEET; THENCE SOUTH  
89°58'00" EAST PARALLEL WITH SAID SOUTH LINE 551.83 FEET TO A POINT  
ON THE EAST SIDE OF SAID LOT; THENCE SOUTH 00°04'11" EAST 200.0 FEET  
TO THE POINT OF BEGINNING CONTAINING APPROXIMATELY 2.53 ACRES.

PP-38-C-2

BK1680 PG1490