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Recorded U 8 1977 at 42.4 m.  
Request of Western States Title Company  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
\$ 8.50 By Patricia R. Brown Deputy  
Patricia Brown  
REF. \_\_\_\_\_

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made this 8<sup>th</sup> day of July, 1977, between Wayne Peterson and Joan Peterson, his wife, and Kevin Watts and H. Myrle Watts, his wife, hereinafter referred to as "Grantor," and John M. Wallace, Jr., hereinafter referred to as "Grantee."

WHEREAS, Grantor is the owner of certain real property located in Salt Lake County, State of Utah, adjacent to certain real property owned by Grantee; and

WHEREAS, Grantee desires a certain right of way for ingress and egress to and from certain property owned by him, and property which he may acquire from Glenn Walker Wallace, her successors or assigns, situated adjacent to Grantor's property, together with non-exclusive easements in, on or under the right of way for utilities;

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. Grantor hereby grants to Grantee a right of way from Walker Lane to Grantee's property, 20 feet in width, for access to Grantee's property and property which he may acquire from Glenn Walker Wallace, her successors or assigns, from Walker Lane, over and across the following described property located in Salt Lake County, State of Utah:

A 20-foot wide right of way, being 10 feet on each side of the following described centerline:

Beginning at a point South 89°39'23" West 606.28 feet and North 0°10' West 1253.01 feet and North 80°15' West 280.98 feet; thence South 0°10" East 10 feet from the East quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence West 10 feet; thence North 830 feet to existing gravel road and continuing along said road; thence North 16° West 80 feet; thence North 43° West 40 feet; thence West 360 feet, to and adjoining Walker Lane.

And a 20-foot wide right of way, being 10 feet on each side of the following described centerline:

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Beginning at a point which is South 89°39'23" West 606.28 feet, and North 0°10' West 1253.01 feet, and South 80°15' West 280.98 feet, and South 0°15' East 10 feet from the East quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 83° East 195.0 feet; thence South 45° East 90 feet; thence South 7° West 230 feet; thence South 7° East 360 feet; thence South 45° West 90 feet; thence West 305 feet to the West line of WALLACE-WOOD, a non-regular subdivision.

Grantor and Grantee may grant a right of way for the use and benefit of their respective successors or assigns so long as such grants do not unreasonably interfere with or hinder the prior grants made in the right of way.

2. The parties grant, each to the other, non-exclusive easements in, on and under the right of way for the benefit of and appurtenant to each portion of the property owned by Grantee in Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian for:

(a) Conveyance of water and the maintenance, removal and replacement of water pipes and systems.

(b) Telephone lines and the maintenance, removal and replacement of the lines.

(c) Sewer lines and the maintenance, removal and replacement of sewers.

(d) The conveyance of electricity and the maintenance, removal and replacement of electric power conduits, lines and wires.

(e) Drainage lines and systems and the maintenance, removal and replacement of drainage lines and systems.

(f) Any other services or utilities reasonably necessary or beneficial to the use and development of Grantor's property and the property owned by Grantee.

Either party may, if required, grant a utility easement in, on or under the right of way to any private or public utility company for the purpose

of having utilities extended to the described property or the property of Grantee.

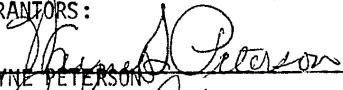
3. In the event either party desires additional improvements on the right of way, such improvements may be installed by the party desiring such improvements, at such party's expense, unless otherwise agreed in writing.

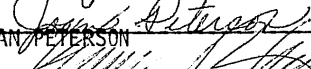
4. In the event Grantor develops or extends a sewer line to the property owned by Grantor in Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Grantee shall be entitled to connect to and use such sewer line for Grantee's property located in Section 15, or any portion thereof. Grantee shall be responsible for his prorata share of the cost of the sewer line, based upon the ratio that the number of connections desired by Grantee bears to the total number of connections of Grantee and Grantor. Grantor agrees to provide to Grantee one water line connection upon the right of way; provided that Grantee at his expense extends the water line to Grantees property from the water line as extended by grantor upon Grantor's property.

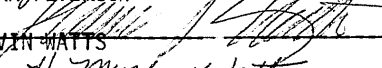
5. All of the grants, covenants, terms provisions and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

WITNESS our hands the day and year first above written.

GRANTORS:

  
\_\_\_\_\_  
WAYNE PETERSON

  
\_\_\_\_\_  
JOAN PETERSON

  
\_\_\_\_\_  
KEVIN WATTS

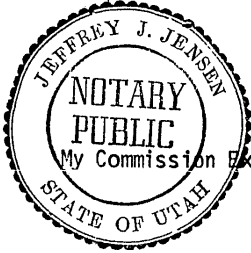
  
\_\_\_\_\_  
H. MYRLE WATTS

GRANTEE:

  
\_\_\_\_\_  
JOHN M. WALLACE, JR.

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 8<sup>th</sup> day of July, 1977, personally appeared before me Wayne Peterson, Joan Peterson, his wife, Kevin Watts and H. Myrle Watts, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



*Jeffrey J. Jensen*  
JEFFREY J. JENSEN NOTARY PUBLIC

My Commission Expires: 9-9-79 Residing at: Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 8<sup>th</sup> day of July, 1977, personally appeared before me John M. Wallace, Jr., the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



*Pauline E. Meyer*  
NOTARY PUBLIC

Residing At:  
*Salt Lake City UT*