

RIGHT-OF-WAY AGREEMENT

ENT 103463 BK 4154 PG 260  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1996 Dec 24 1:52 pm FEE 16.00 BY AC  
RECORDED FOR FIRST AMERICAN TITLE CO

THIS AGREEMENT, made this 23 day of December, 1996 between SIDNEY L. SMART and KAREN B. SMART, his wife, (herein "Grantors") and NAOMI D. ROBERTS, (herein "Grantee"),

W I T N E S S E T H :

Recitals. Grantors are owners of certain real property traversed by an existing roadway which provides ingress and egress to a parcel of property owned by Grantee. Grantee has requested Grantors to grant to her a formal right-of-way for the use and maintenance of said roadway and Grantors are willing to grant such right-of-way upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Grantors, the Grantors hereby grant and convey to the Grantee, without warranty, a non-exclusive right-of-way over and across the following described tract of land:

BEGINNING AT A POINT ON THE SOUTH LINE OF 11200 SOUTH STREET, WHICH POINT LIES SOUTH 41.08 FEET AND WEST 645.50 FEET, ACCORDING TO UTAH COORDINATE BEARINGS, CENTRAL ZONE, FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°50'09" EAST 1154.89 FEET; THENCE SOUTH 79°50'14" WEST 16.72 FEET; THENCE NORTH 00°50'09" WEST 1157.60 FEET TO THE SOUTH LINE OF 11200 SOUTH STREET; THENCE NORTH 89°08'05" EAST 16.50 FEET TO THE POINT OF BEGINNING.

For ingress and egress to and from Grantee's property particularly described on Exhibit "A" attached hereto.

1. Purpose and Limitation of Grant. Grantee shall have the non-exclusive right to use of the roadway for ingress and egress to and from Grantee's property described on Exhibit "A". It is acknowledged that the rights herein granted are for the private use and benefit of Grantee and not for the general use of the public and shall be deemed in all respects to be private and not public rights.

2. Indemnity - Damages. Grantee agrees to indemnify and hold Grantors harmless against any loss, damage or expense suffered by Grantors resulting from Grantee's use of the right-of-way.

3. Maintenance and Repair. As long as Grantee shall continue to use the right-of-way herein granted, Grantee shall

bear the entire expense for maintenance and repair of the same and shall hold Grantors harmless from all such expense.

4. Right to Relocate. Grantors for themselves and their successors in interest in ownership of the property traversed by the right-of-way reserve the right to relocate the said right-of-way, should such be necessary or desirable as part of the development of Grantors' property. In the event Grantors or their successors shall elect to relocate such roadway, they shall construct or cause to be constructed a new roadway, to provide access to Grantee's property from the existing public road to Grantee's property. Upon construction of said new roadway Grantors may close the use of the right-of-way granted per this Agreement and Grantee's rights therein shall terminate. Upon closing of such right-of-way, Grantor shall deliver a conveyance to the new right-of-way and Grantee shall reconvey the old right-of-way.

5. Successors in Interest. The terms, conditions, and provisions of this agreement are for the benefit of, and shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

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

GRANTORS:

Sidney L. Smart  
Sidney L. Smart

Karen B. Smart  
Karen B. Smart

GRANTEE:

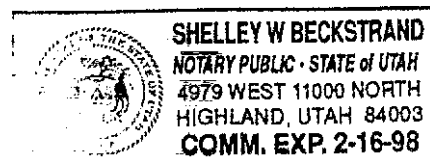
Naomi D. Roberts  
Naomi D. Roberts

STATE OF UTAH )  
: ss.  
County of Utah )

On the 23rd day of December, 1996 personally appeared before me SIDNEY L. SMART and KAREN B. SMART, his wife, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Shelley W Beckstrand

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STATE OF UTAH     )  
                              : ss.  
County of Utah    )

On the 24 day of December, 1996 personally appeared  
before me NAOMI D. ROBERTS, signer of the foregoing instrument,  
who duly acknowledged to me that she executed the same.

*Charles S. Walker*

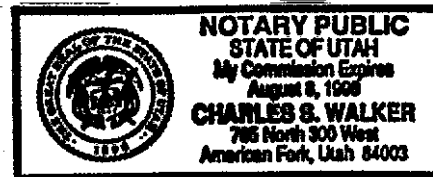


EXHIBIT "A"  
TO RIGHT-OF-WAY AGREEMENT

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LOT 1, PLAT "B", ROBERTS SUBDIVISION, WOODLAND HILLS, UTAH.  
BEING ALSO DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES  
SOUTH 00°58'55" EAST 1028.98 FEET ALONG THE SECTION LINE AND WEST  
349.95 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 9  
SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING  
THENCE SOUTH 89°07'58" WEST 323.74 FEET; THENCE SOUTH 00°16'26"  
EAST 337.86 FEET; THENCE SOUTH 89°55'50" EAST 279.17 FEET; THENCE  
NORTH 01°09'34" WEST 27.89 FEET; THENCE NORTH 88°26'20" EAST  
44.68 FEET; THENCE NORTH 00°12'58" WEST 314.00 FEET TO THE POINT  
OF BEGINNING. (AREA = 2.50 ACRES)