

WHEN RECORDED, MAIL TO:
David J. Bird
RICHARDS, BIRD & KUMP, a P.C.
333 East 400 South
Salt Lake City, Utah 84111-2988

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09/24/2013 03:51 PM \$24.00
Book - 10180 Pg - 383-388
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICHARDS BIRD & KUMP PC
333 E 400 S
SLC UT 84111
BY: LDT, DEPUTY - WI 6 P.

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made and entered into by and among Katharine B. Evans, David J. Bird, F. Barton Reuling, and the Philip H. and Marjorie E. Buehner Family Limited Partnership, a Utah limited partnership.

WHEREAS, each of the parties is an owner of property located in Cardiff Fork, also known as Mill D South Fork, a tributary to Big Cottonwood Canyon, in Salt Lake County, Utah; and

WHEREAS, each of the parties use, and they or their predecessors in interest have used for a period of at least 50 years, some part of an existing roadway which traverses each of the parties' properties as a means of ingress and egress to their property in Cardiff Fork; and

WHEREAS, the parties have installed a water line along the Roadway which is the subject of this Agreement, which water line provides water for each of the parties' properties; and

WHEREAS, Salt Lake County has instituted a policy to require deeded rights of access as a condition to issuing building permits for properties located at Cardiff Fork.

THEREFORE, for valuable consideration received, in recognition of rights existing from long continued use, and in consideration of the mutual covenants contained herein, it is AGREED as follows:

1. Description of Properties, Roadway, and Water Line. The properties subject to and affected by this Right of Way and Easement Agreement are located in Salt Lake County, Utah and are owned by the parties and more particularly described as follows:

a. Philip H. and Marjorie E. Buehner Family Limited Partnership, a Utah limited partnership is the owner of the following described property (hereinafter the "Buehner Property"):

COMMENCING 336 feet West from the Southeast corner of the Southwest quarter of the Northeast quarter of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence West 214 feet; thence North 166.66 feet; thence East 171.33 feet; thence South 14°22' East 172.04 feet to the place of beginning. Contains .74 acres. Property Tax parcel No. 24-18-253-015-0000.

ALSO COMMENCING North 89°32' West 262 Feet from the Southeast corner of the Southwest quarter of the Northeast quarter of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence North 0°22' West 100 feet; thence North 89°32' West 98.19 feet; thence South 14°22' East 103.3 feet; thence South 89°32' East 74 feet to the place of beginning. Contains .2 Acres. Property Tax parcel No. 24-18-253-016-0000

b. Katharine B. Evans and David J. Bird are the owners of the following described property (hereinafter the "Evans and Bird Property"):

COMMENCING at the Southwest Corner of the Northeast 1/4 of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence North 434.94 ft More or Less to the Center of the Creek, thence Southeasterly along the creek to a point 570 ft E from the point of beginning; thence West 570 feet to the point of beginning. Contains 2.83 ac. Property Tax Parcel No. 24-18-253-011-0000.

c. F. Barton Reuling is the owner of the following two described pieces of property:

with all appurtenances:

Lot 1, Cardiff Fork Subdivision (hereinafter "Lot 1"), containing 3.42 acres. Property Tax Parcel No. 24-18-176-027-0000

And

Lot 2, Cardiff Fork Subdivision (hereinafter "Lot 2"), containing 3.00 acres. Property Tax Parcel No. 24-18-176-026-0000.

The approximate location of each party's property and the approximate location of the 12 foot wide road right of way which is the subject of this Right of Way Agreement (the "Roadway") are shown on Exhibit A, with the Roadway being denoted on Exhibit A as "Cardiff Fork B Ave". The Roadway is also shown and labeled as "Roadway" on the aerial photograph and map attached as Exhibit B. The Roadway runs on each of the parties' properties as well as U.S. Forest Service land. The U.S. Forest Service has granted a separate right of way for the Roadway where it crosses U.S. Forest Service land.

2. Grant of Right of Way and Easement on Buehner Property. The Philip H. and Marjorie E. Buehner Family Limited Partnership hereby grants and conveys to the owners of the Evans and Bird Property, Lot 1, and Lot 2 and their successors and assigns forever, the perpetual nonexclusive right to move pedestrian and vehicular traffic over, on and across the Roadway as it now exists on the Buehner Property, for ingress and egress to the Evans and Bird Property, Lot 1, and Lot 2 for residential purposes of one single family residence for each such property as described above, including construction of residential structures, together with an easement for the existence, maintenance and repair of the waterline at its current location where it runs on the Buehner Property.

3. Grant of Right of Way and Easement on Evans and Bird Property. Katharine B. Evans and David J. Bird hereby grant and convey to the owners of Lot 1 and Lot 2 and their successors and assigns forever, the perpetual nonexclusive right to move pedestrian and vehicular traffic over, on and across the Roadway as it now exists on the Evans and Bird Property, for ingress and egress to the Lot 1, and Lot 2 for residential purposes of one single family residence for each such property as described above, including construction of residential structures, together with an easement for the existence, maintenance and repair of the waterline at its current location where it runs on the Evans and Bird Property.

4. Maintenance and Repairs. The owners of the Buehner Property, the Evans and Bird Property, Lot 1 and Lot 2 ~~shall~~ mutually agree upon the extent, type and nature of any repairs and maintenance needed to the Roadway and how to share the cost thereof. The owner of each property benefitted by the Right of Way for the Roadway shall have the right, at that owner's cost and expense, to make repairs to and to maintain the Roadway so that it is in as good a condition as it is when this Agreement is signed.

5. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any right of way or easement to the general public or for the benefit of the general public or for any public purpose, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressly stated herein.

6. Binding Effect. The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective heirs, personal representatives, administrators, executors, beneficiaries, successors and assigns, as applicable, of each party in the Buehner Property, the Evans and Bird Property, Lot 1 and Lot 2. The parties agree that the right of way, easement, covenants, conditions, and terms of this Agreement are intended to and shall run with the land and shall benefit and burden the Buehner Property, the Evans and Bird Property, Lot 1 and Lot 2 as stated herein.

7. Notices. All notices, requests, demands and other communications related to this Right of Way and Easement Agreement shall be in writing and shall be deemed given 5 days after being placed in the United States mail, certified, return receipt requested, and sent to the address currently on file with the Salt Lake County Treasurer to which property tax notices are sent as of the date such notice is mailed.

8. Mutual Indemnification. Each party who owns property benefitted by this Right of Way and Easement Agreement shall indemnify, defend and hold harmless each party who owns property burdened by this Right of Way and Easement Agreement from any and all claims, expenses, losses, causes of action or liabilities it may suffer as a result of the use of the Roadway and water line easement by a party owning property benefitted by this Right of Way and Easement Agreement and that party's guests, employees, agents, invitees, or licensees, including all occupants of any property benefitted by this Right of Way and Easement Agreement.

9. Partial Invalidity. If any portion of this Agreement or any provision in this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable, and the parties consent to the modification of this Agreement, in any manner as a court may deem necessary, to preserve the grant of the right of way and easement granted by this Agreement.

Dated this 2nd day of March, 2010.

David J. Bird
David J. Bird

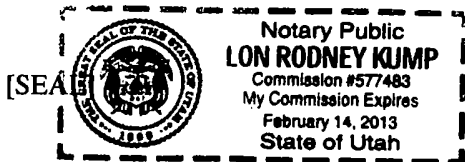
Katharine B. Evans
Katharine B. Evans

F. Barton Reuling
F. Barton Reuling

Philip H. and Marjorie E. Buehner Family
Limited Partnership, a Utah limited partnership
Marjorie E. Buehner
by Marjorie E. Buehner, general partner

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

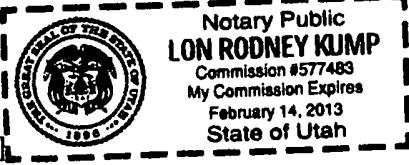
On the 21 day of Jan, 2010, personally appeared before me David J. Bird, signer of the foregoing instrument, who acknowledged to me that he executed the same.



Lon Rodney Kump
NOTARY PUBLIC

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

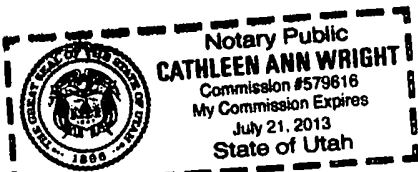
On the 2nd day of March, 2010, personally appeared before me Katharine B. Evans, signer of the foregoing instrument, who acknowledged to me that she executed the same.

[SEAL]  Notary Public
LON RODNEY KUMP
Commission #577483
My Commission Expires
February 14, 2013
State of Utah

Lon Rodney Kump
NOTARY PUBLIC

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

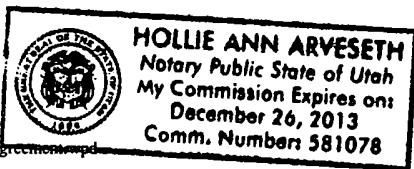
On the 26 day of February, 2010, personally appeared before me F. Barton Reuling, signer of the foregoing instrument, who acknowledged to me that he executed the same.

[SEAL]  Notary Public
CATHLEEN ANN WRIGHT
Commission #579618
My Commission Expires
July 21, 2013
State of Utah

Cathleen Wright
NOTARY PUBLIC

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

On the 24th day of February, 2010, personally appeared before me Marjorie E. Buehner, general partner of the Philip H. and Marjorie E. Buehner Family Limited Partnership, signer of the foregoing instrument, who acknowledged to me that she executed the same on behalf of that limited partnership by authority of her status as general partner thereof.

[SEAL]  Notary Public State of Utah
HOLLIE ANN ARVESETH
Notary Public State of Utah
My Commission Expires on:
December 26, 2013
Comm. Number 581078

Hollie Arveseth
NOTARY PUBLIC

DJB: Right of Way Agreement.mpd

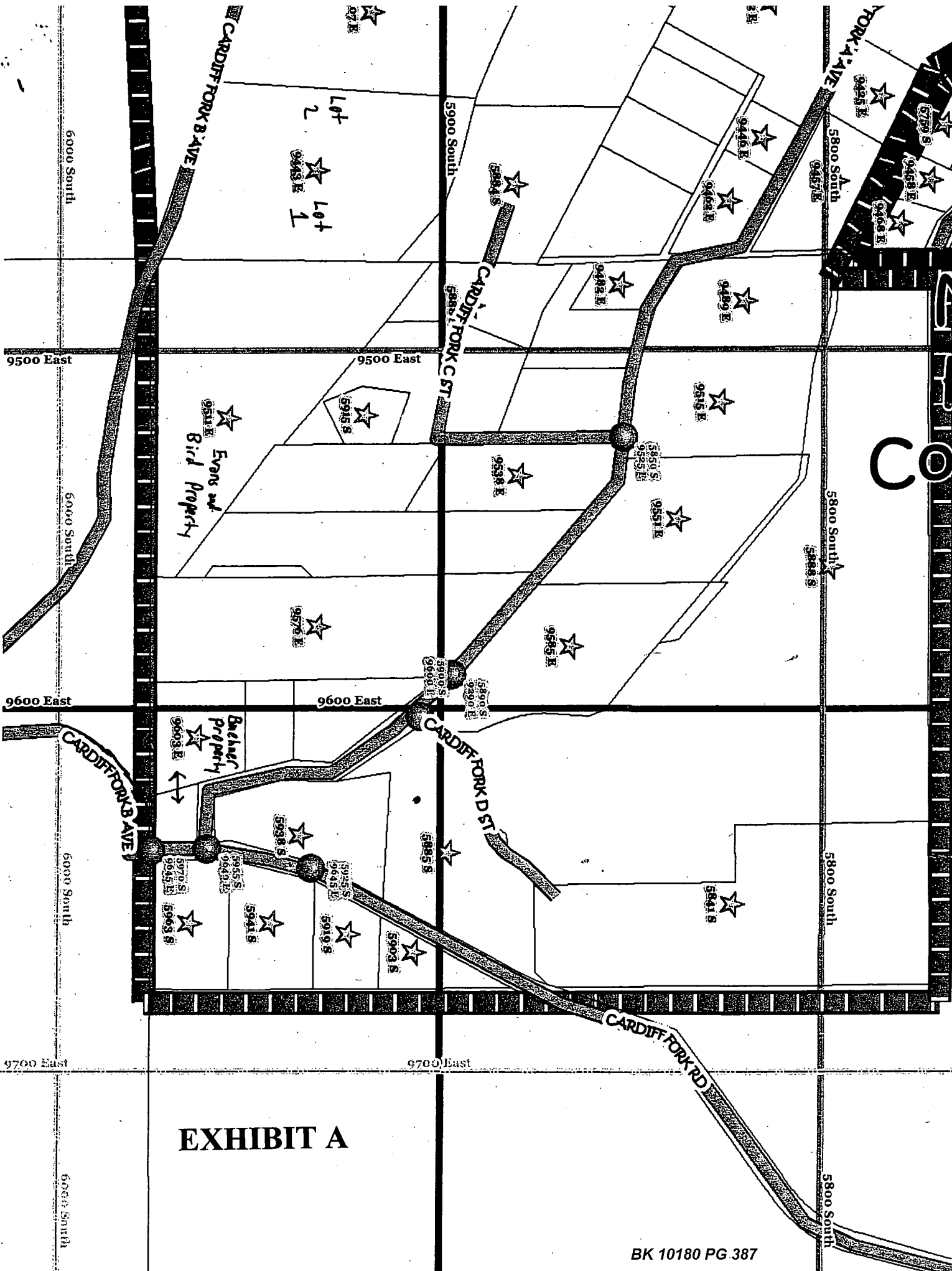
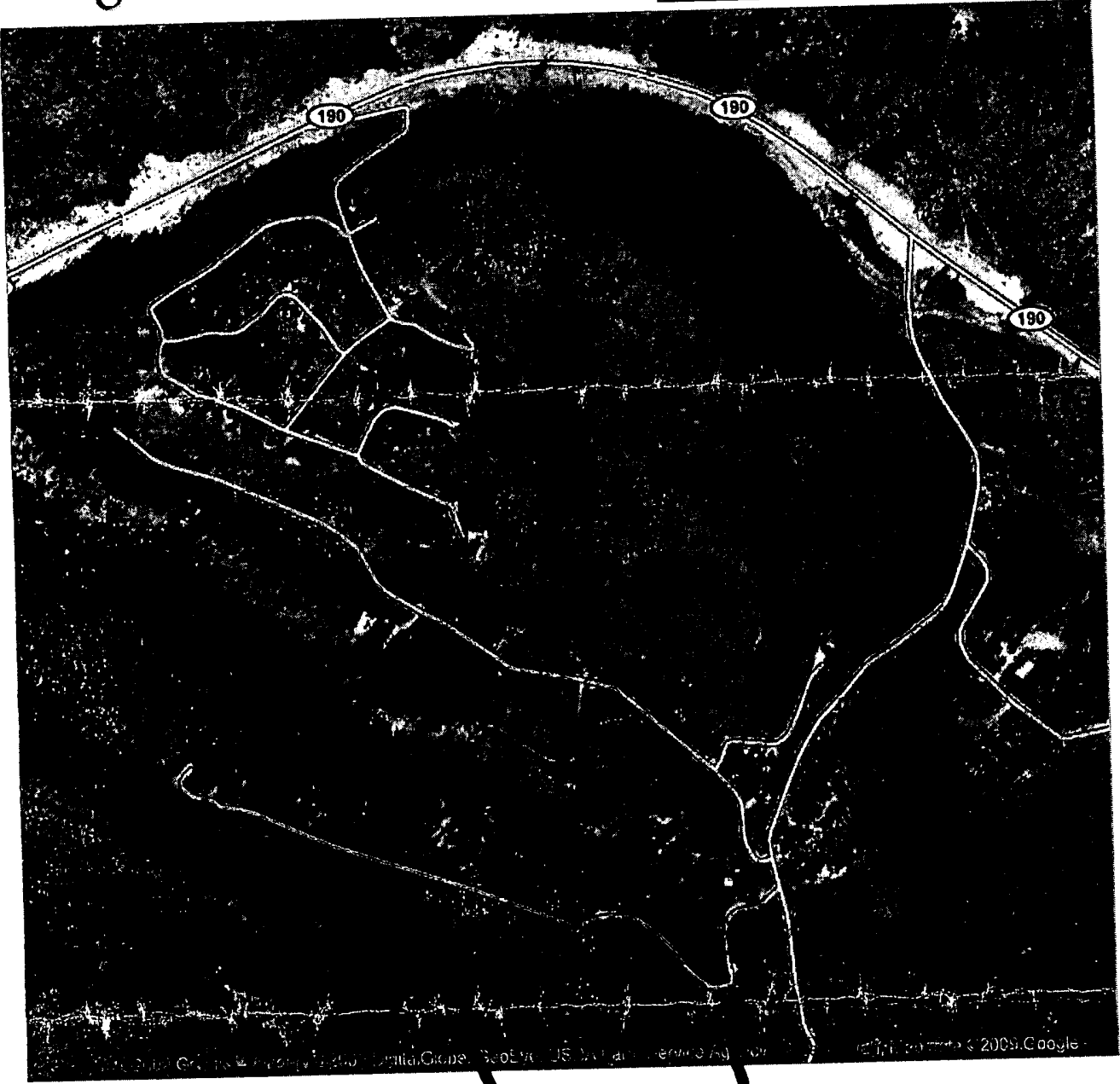


EXHIBIT A

Google maps Address

To see all the details that are visible on the screen, use the "Print" link next to the map.



Roadway

EXHIBIT B