

RIGHT OF WAY EASEMENT  
AND GRANT OF WATER LINE CONNECTIONS

This agreement is made this 29<sup>th</sup> day of April, 1972, by and between Brianhead Limited, a Utah limited partnership, GRANTOR herein, and Burton K. Nichols and William B. Vasels, trustees for themselves and for Ralph E. Nolf, Nicholas Vasels, Homer Vasels and Ucanco Candy Co., Inc., GRANTEES herein.

GRANTOR is the owner of the following described parcels of land:

1. Lots 5, 6 and 11 in Section 2; and Lot 9 in Section 3, all in Township 36 South, Range 9 West, Salt Lake Base and Meridian, in Iron County, State of Utah, consisting approximately of 154 acres, excluding one acre of land in the Southeast Corner of Lot 11, together with a right of ingress and egress thereto.
2. The N 1/2 NE 1/4 and SE 1/4 NE 1/4 of Section 10; the NW 1/4 NW 1/4 of Section 11; Township 36 South, Range 9 West, Salt Lake Base and Meridian, in Iron County, State of Utah; also the SW 1/4 SE 1/4 of Section 3, Township 36 South, Range 9 West, SLB&M, consisting of approximately 190 acres.
3. The SW 1/4 of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian, in Iron County, State of Utah, consisting of approximately 150 acres

situate in Iron County, Utah, and Burton K. Nichols and William B. Vasels, trustees for themselves and Ralph E.

163624

Recorded at  
Request of Erving C. Grand  
Date JUN 9 1972 P.M. Fee 10.00 Bl. 133 Page 85-89  
By John D. Thacker County Recorder

Deputy Proof   
Abs'd   
Ind'd   
Ent'd.

Nolf, Nicholas Vasels, Homer Vasels and Ucanco Candy Co.,  
Inc., are the owners of the real property described as:

The Northeast quarter of the Northwest  
quarter of Section 11, Township 36 South,  
Range 9 West, Salt Lake Base and Meridian,  
Iron County, Utah.

GRANTEES are desirous of obtaining a right of way  
easement from GRANTOR, for ingress and egress toward and  
to a public highway which is situated westerly of the  
said real property of Grantees. The closest point is  
approximately eight hundred feet (800'), more or less,  
from the Northwest corner of the property of Grantees.  
Grantees also request eight (8) commercial water line  
connections from the water line development on Grantor's  
adjacent property. The real property of Grantor surrounds  
that of Grantees and the said real property of Grantees is  
landlocked without said agreement.

GRANTOR, for and in consideration of the sum of \$1.00  
and other good and valuable consideration, receipt of which  
is hereby acknowledged, does hereby grant, convey and release  
unto GRANTEES, their successors and assigns, a right of way  
easement, for ingress and egress for all purposes over and  
through the above described real property of GRANTOR,  
together with the right to enter the real property to con-  
struct a roadway thereon. The said easement shall be over  
a strip of land forty feet (40') in width or such additional  
width as may be required by the County of Iron, State of  
Utah, to qualify as a public roadway to and from the said

real property of GRANTEES. The centerline of said easement shall begin at a point on the South line or the West line of GRANTEES' property and shall proceed in a generally westerly direction as the topography permits, with roadway switchbacks as required by the topography, and terminating at a point on the described public highway. The exact location of the centerline shall be fixed by GRANTOR and GRANTEES at reasonable locations as the topography of the lands of GRANTEES and GRANTOR, and development of the real property of GRANTEES requires, and in any event, no later than twenty-four (24) months from the date of execution of this agreement. The terminus on the public roadway shall be situated at a point which is no farther than a reasonable distance from the West line of the said property of GRANTEES, according to said topography and development.

GRANTOR also grants to GRANTEES and will provide at no cost to said GRANTEES, eight (8) commercial water line connections to the borders of GRANTEES' property, or at the option of GRANTOR, from the water line of GRANTOR passing through the real property of GRANTEES.

This agreement and the covenant, of each party herein shall be covenants running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

The water line connections are granted subject to availability of connections and subject to approval of the proper regulatory agency and have priority from April 8, 1972.

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

BRIANHEAD LIMITED

By Burton K. Nichols  
General Partner

By Charles E. Gunnoe  
General Partner

GRANTOR

Burton K. Nichols  
Burton K. Nichols

William B. Vasels  
Trustee  
William B. Vasels

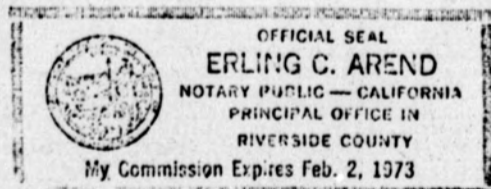
Trustee

GRANTEES

STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF RIVERSIDE )

On April 29, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared Burton K. Nichols and Charles E. Gunnoe, known to me to be general partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

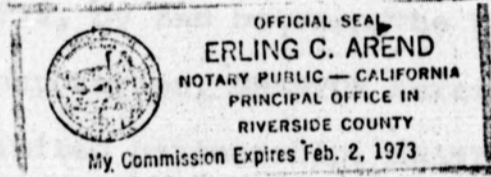


Erling C. Arend  
Notary Public

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF RIVERSIDE )

On April 29, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally  
appeared Burton K. Nichols and William B. Vasels, known to  
me to be the persons whose names are subscribed to the  
within instrument and acknowledged that they executed the  
same.

WITNESS my hand and official seal.



*Erling C. Arend*  
\_\_\_\_\_  
Notary Public

5.  
89  
163624