

20  
Dennis Gailey  
784 S. Main  
B6  
DALLAN J. AND VALERIE P. STEPHENS  
774 S. MAIN ST. (P.O. BOX 332)  
BRIGHAM, UTAH 84302  
PH#435-734-9607 (HOME)  
PH#801-941-5145 (CELL)

Ent 232712 Bk 973 Pg 1171  
Date 21-Aug-2006 1:50PM Fee \$20.00  
LuAnn Adams - Filed By d1  
Box Elder Co., UT  
For DENNIS GAILEY

03-147-0080

**TO: DENNIS R. AND MARSHA L. GAILEY**  
**DALLAN J. AND VALERIE P. STEPHENS**  
**WORTHY PROPERTY MANAGEMENT L.L.C. (W.P.M. -L.L.C.)**  
**MONTY W. AND C. GENE` WORTHY (ARBY'S)**

**SUBJECT: CONSTRUCTION AGREEMENT, ACCESS AGREEMENT, ETC.**

**WE (DALLAN J. AND VALERIE P. STEPHENS) WOULD LIKE TO GRANT TO DENNIS R. AND MARSHA L. GAILEY AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST END OF LOT #3 APPROX. 10' WIDE WEST TO EAST AND RUNNING SOUTH TO NORTH 75' (SEE ATTACHED MAP)**

**W.P.M. -L.L.C. (ARBY'S) AGREES THAT BEFORE CONSTRUCTION IS TO BEGIN ON 774 SOUTH MAIN ST. AND AFTER THEY HAVE CLOSED AND FUNDED THEIR LOAN THAT THEY WILL REMOVE THE TREES THAT ARE IN THE DIRECT PATH OF ACCESS "B" AND THEY FURTHER AGREE TO LAY DOWN 4" OF THE SAME TYPE OF MATERIAL THAT IS FOUND TO DATE ON ACCESS "A" APPROX. 12' WIDE FROM THE SOUTHERN MOST DRIVEWAY GOING INTO DALE NELSON'S PROPERTY HEADING SOUTH ALONG THE EXISTING 6' CHAINLINK FENCE, CURLING SLIGHTLY TO THE EAST TO ACCESS THROUGH THE NORTH WEST CORNER OF THE GAILY'S PROPERTY. THEN HEADING SOUTH ALONG THE WEST SIDE OF THE HOUSE CURLING EAST TO THE EXISTING DRIVEWAY IN FRONT OF THIER HOUSE. (SEE ATTACHED MAP)**

**DENNIS R. AND MARSHA L. GAILEY AGREE TO GRANT UP TO 45' OF ACCESS EASEMENT "A" TO W.P.M. -L.L.C. (ARBY'S) (MONTY W. AND C. GENE` WORTHY) FOR THE PURPOSE OF CREATING A SHARED ACCESS. STARTING AT MAIN ST. BEING APPROX. 15.4' WIDE AND RUNNING DUE WEST FOR 45 FEET WITH OWNERSHIP IN THE NAME OF DENNIS R. AND MARSHA L. GAILEY AND THE WRITTEN EASEMENTS TO REMAIN AS RECORDED.**

**HOUSE NUMBERS WOULD REMAIN THE SAME, WITH THE SAME POSTAL SERVICE. MAILBOX RELOCATION TO THE OPPOSITE SIDE OF THE ROAD WHERE THEY CURRENTLY ARE FOUND AT THE EXPENSE OF W.P.M. -L.L.C. IF POSTAL DELIVERY IS TERMINATED BY THE POST OFFICE AND NOT BY THE OWNERS OF 784 THEN W.P.M. -L.L.C. WILL PAY THE YEARLY USPS P.O. BOX FEE.**

**AS PART OF THIS AGREEMENT W.P.M.-L.L.C. (MONTY W. AND C. GENE`**

**WORTHY)(ARBY'S) WOULD BE ABLE TO MAKE A STATE APPROVED ASPHALTED OPENING THAT WOULD MINIMIZE RISK OF INJURY FROM TRAFFIC ACCIDENTS AND HELP THE FLOW OF TRAFFIC TO FREELY ACCESS MAIN ST. W.P.M. - L.L.C. (MONTY W. AND C. GENE' WORTHY)(ARBY'S) WOULD BE RESPONSIBLE TO MAINTAIN THE ASPHALTED PORTION ONLY.**

**W.P.M. - L.L.C. (MONTY W. AND C. GENE' WORTHY)(ARBY'S) AGREES TO PROVIDE INSURANCE AND MAINTENANCE FOR THE SHARED ASPHALT PORTION OF THIS PROJECT AND AGREES TO INDEMNIFY AND HOLD HARMLESS DENNIS R. AND MARSHA L. GAILEY, AGAINST ANY CLAIMS RESULTING FROM THE SHARED OPENING OR TRAFFIC INCIDENTS THAT MAY OCCUR.**

**W.P.M. -L.L.C. (ARBY'S)WILL PLACE ASPHALT ACROSS ALL OF THE OPEN AREA OF LOT # 1 (774 S. MAIN) AND STARTING AT THE 45' SETBACK POINT AND THE BEGINING OF THE 6" CONCRETE CURBING - WILL PLACE (11' WIDTH) OF ASPHALT DRIVING SURFACE RUNNING DUE WEST TO THE STARTING POINT OF EASEMENT ACCESS "B" (SEE ATTACHED MAP)**

**W.P.M. -L.L.C. (ARBY'S) WILL PROVIDE A "PRIVATE DRIVE --DO NOT ENTER " SIGN, WITH THE PLACEMENT TO BE AT THE STARTING POINT OF THE 6" CONCRETE CURBING.**

**GARBAGE CANS WOULD BE PLACED ON THE NORTH OR SOUTH SIDES OF THE FINAL OPENING WITH FINAL DECISION MADE BY THE OWNERS OF HOUSE #'S 782 AND 784 WITH THE KNOWLEDGE THAT NO CANS BE PLACED TO IMPEDE TRAFFIC COMING IN OR OUT OF SAID OPENING.**

**W.P.M. -L.L.C. (ARBY'S) AS PART OF THIS AGREEMENT USING PROFESSIONAL IDEAS AND KNOWLEDGE FROM SURVEYORS,ENGINEERS,CITY INSPECTORS,UDOT AND GENERAL / SUB CONTRACTORS AGREE TO CONSTRUCT THE ACCESS OPENING AND TRANSITION FROM ASPHALT TO REMAINING PRIVATE GRAVEL ROAD TO THE LATEST AND COMMON CONSTRUCTION PRACTICES TO DATE. THE GAILEY'S ARE TO BE INFORMED AND HAVE KNOWLEDGE OF THE CONSTRUCTION IDEAS AND ACTUAL WORK THAT WILL DIRECTLY AFFECT THEIR PROPERTY (ACCESS EASEMENT "A") WITH THE KNOWLEDGE THAT IT WILL HAVE TO BE CONSTRUCTED TO BE SAFE FOR ALL INVOLVED AND THE GENERAL PUBLIC ALSO TO CONFORM WITH CITY AND STATE INSPECTIONS ETC.**

**AS WITH ALL CONSTRUCTION PROJECTS, ALL PARTIES AGREE TO TOLERATE SMALL INCONVENIENCES THAT MAY BE POSSIBLE WITH TEMPORARY UTILITY HOOKUPS,ROAD CLOSURES ETC. FOR THIS PURPOSE WE HOPE THIS AGREEMENT WILL MINIMIZE THE STRESS AND ALLOW ADDITIONAL ACCESS TO 700 S. ETC.**

**TO ADDRESS THE CONCERNS MADE AS TO THE CONDITION OF THE PRIVATE GRAVEL ROAD DURING CONSTRUCTION, LET IT BE INCORPORATED INTO THIS DOCUMENT THAT IF DAMAGE TO THE ROAD SURFACE OCCURS (DAMAGE MEANING ANYTHING THAT IS NOT NORMAL WEAR AND TEAR) BY**

ARBY'S WORKERS OR BY THE PROJECT ITSELF IN ANY WAY THAT THE DAMAGED AREA WILL BE FIXED USING THE SAME TYPE OF MATERIAL THAT EXISTS CURRENTLY. ARBY'S WILL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OF NON SHARED ROADS. SNOW REMOVAL BY ARBY'S WILL CONTINUE UP TO THE GAILEY'S EXISTING CHAINLINK GATE ON ACCESS "A".

WITH THE SIGNING OF THIS AGREEMENT ALL PARTIES AGREE TO THE ABOVE TERMS AND CONDITIONS AND WILL ALLOW DALLAN J. STEPHENS, W.P.M. -L.L.C. (ARBY'S), BRIGHAM CITY, U-DOT, GENERAL /SUB CONTRACTORS, SURVEYORS AND TITLE WORK TO PROCEED AT THE FASTEST RATE POSSIBLE FOR THE ABOVE ITEMS.

THIS AGREEMENT TO BE NULL AND VOID IF NOT SIGNED, DATED, NOTARIZED AND DELIVERED TO CENTENIAL TITLE BY FRIDAY FEB. 3, 2006 BY 4:00 P.M.

Dallan J. Stephens  
DALLAN J. STEPHENS

2-2-06

DATE

Valerie P. Stephens  
VALERIE P. STEPHENS

2-2-06

DATE

Dennis R. Gailey  
DENNIS R. GAILEY

2-2-06

DATE

Marsha L. Gailey  
MARSHA L. GAILEY

Feb 2, 2006

DATE

Monty W. Worthy  
MONTY W. WORTHY (W.P.M. -L.L.C.)  
(ARBY'S)

Feb 2, 2006

DATE

C. Gene Worthy  
C. GENE WORTHY (W.P.M. -L.L.C.)  
(ARBY'S)

2/2/06

DATE

STATE OF UTAH

COUNTY OF BOX ELDER

ON THE 2ND DAY OF FEBRUARY, (2006)  
PERSONALLY APPEARED BEFORE ME DALLAN J STEPHENS, VALERIE  
P STEPHENS, DENNIS R GAILEY AND MARSHA L GAILEY

THE ABOVE AND FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO  
ME THAT THEY WILL EXECUTE THE SAME.



LARRY VAUGHN  
NOTARY PUBLIC - STATE OF UTAH  
695 SOUTH MAIN, SUITE 66  
BRIGHAM CITY, UT 84302  
COMM. EXP. 08-28-2006

MY COMMISSION EXPIRES: 8/28/2006 RESIDING AT BRIGHAM CITY, UT

  
NOTARY PUBLIC

STATE OF UTAH

COUNTY OF BOX ELDER

ON THE 2ND DAY OF FEBRUARY, (2006)  
PERSONALLY APPEARED BEFORE ME

MONTY W WORTHY (W.P.M.-LLC) AND C GENE WORTHY (WPM-LLC)

THE ABOVE AND FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO  
ME THAT THEY WILL EXECUTE THE SAME.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 01/20/2008 RESIDING AT BRIGHAM CITY, UTAH



Map for reference only  
not to scale

EN1 232712-B 973 Pg 1175

# Legal Description

For 03-147-0080

Ent 232712 Bk 973 Pg 1176

Owner : STEPHENS, DALLAN J ETUX

Effective : 10/21/2005

PRT OF NW/4 SEC 25 T09N R02W SLM. BEG AT A PT LOC S00\*26'18"W 562.45 FT ALG THE W R/W/L OF MAIN ST & N89\*56'31"W 146.27 FT & S00\*26'34"W 7.67 FT FRM THE BC SURVEY MON AT THE INTERSECTION OF SD W R/W/L & THE CTR/L OF 700 S ST, N89\*33'26"W 142.73 FT, S01\*16'43"E 10.25 FT TO AN EXIST FENCE COR, S89\*20'47"W 134.10 FT AL SD FENCE/L TO GRANTOR'S W PROP/L, N00\*26'34"E 75.64 FT ALG SD W PROP/L, S89\*33'26"E 276.50 FT, S00\*26'34"W 62.84 FT TO POB. CONT 0.434 AC.