

WHEN RECORDED MAIL TO:

Wasatch Aero Modelers
P.O. Box 245
Roy, UT 84067

Dan Bankhead
3112 West 350 North
Layton, UT 84041

2853804
BK 6223 PG 135

18
5

E 2853804 B 6223 P 135-139
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/13/2015 10:26 AM
FEE \$18.00 Pgs: 5
DEP RT REC'D FOR WASATCH AERO MODE
LERS

12-112-0033 pt RIGHT-OF-WAY EASEMENT AGREEMENT **RETURNED**
MAR 13 2015

This Right-of-Way Easement Agreement ("Agreement") is entered into this _____ day of March, 2015, by and between Dan Bankhead and Mary Bankhead ("Grantor"), and Wasatch Aero Modelers ("grantee"), hereinafter jointly referred to as the "Parties"..

A. WHEREAS, "Grantor" is the owner of that certain real property located in Davis County, State of Utah, and more particularly described in Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein.

B. WHEREAS, "Grantee" is the owner of that certain real property located in Davis County, State of Utah, and more particularly described as; Beginning at a point that is 12 chains South of the Northeast corner of Section 27, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 12 chains; thence West 6.353 chains; thence North 12 chains; thence East 6.353 chains to the point of beginning. Incorporating lots with **Tax ID #12-112-0034 and #12-112-0035**.

C. WHEREAS, pursuant to this Agreement, the Parties desire to Establish a perpetual Right-of-Way and Easement for total access, ingress and egress over the "Grantors" property for the use, benefit and access to the property more best describe as a 20 foot wide easement along the west boundary of Grantor Lot with **Tax ID #12-112-0033** length approximately 12 chains (792 feet) further described in Exhibit A.

NOW, THEREFORE,
For the sum of Ten Dollars (10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned "Dan Bankhead and Mary Bankhead", GRANTORS hereby grant and convey to Wasatch Aero Modelers hereinafter referred to as GRANTEES, a perpetual right-of-way and easement for INGRESS and EGRESS and to maintain, operate, repair, inspect, protect, install, said right-of-way and easement being situated in Davis County, Utah, over and through a parcel of the GRANTOR'S land, more particularly described in Exhibit A, a copy of which is attached hereto and by this reference incorporated herein.

1. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
2. GRANTORS warrant that they and no one else hold title to the above described property and that they have authority to convey and transfer said Right-of-Way and Easement to said Wasatch Aero Modelers", GRANTEES.

3. GRANTORS shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEEES.

4. GRANTORS have the right to change the access easement to a different location of same value and length to ensure full access to said property if a change is needed.

5. GRANTORS shall have the right to use said premises, provided such use shall not interfere with the rights granted to the GRANTEEES hereunder.

6. GRANTEE shall bear the responsibilities for the upkeep and maintenance of said Right-of-Way road, including any cost associated therewith. GRANTORS shall maintain fence.

7. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to improvement, realignment and construction of existing roadways and any development of the property that may be contemplated in the future.

8. Successors. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns, and shall constitute covenants running with the land.

9. Amendment. This Agreement may be modified or amended only by a written instrument executed by the then parties with the fee simple and/or equitable interest of the property described herein, for and on behalf of the Benefitted Parties.

IN WITNESS WHEREOF we have caused this perpetual Right-of-Way Easement Agreement to be executed this day and year first written above.

Wasatch Aero Modelers

Jeff Lemke

Dan Bankhead

Mary Bankhead

STATE OF UTAH)

COUNTY OF DAVIS)

On the 11th day of MARCH, 2015, personally appeared before me Dan Bankhead and Mary Bankhead, the signers of the within instrument, who duly acknowledged to me that they executed the same.

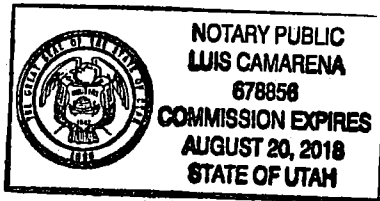


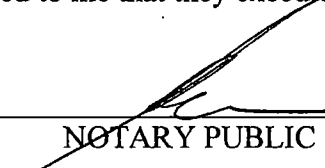
NOTARY PUBLIC
MICHAEL COURTNEY HATCH
676135
COMMISSION EXPIRES
APRIL 1, 2018
STATE OF UTAH

STATE OF UTAH)

COUNTY OF Weber)

On the 12th day of March, 2015, personally appeared before me Jeff Zemke, the signers of the within instrument, who duly acknowledged to me that they executed the same.





NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

2853804
BK 6223 PG 138



GREAT BASIN
ENGINEERING

February 26, 2015

Wasatch Aero Modelers Right-of-way

A part of the Northeast Quarter of Section 27, Township 4 North, Range 2 West, Salt Lake Base and Meridian. U.S. Survey, Davis County, Utah

A 20.00 foot right of way, being the Westerly 20.00 feet of Dan and Mary Bankhead (Grantor) Property being more particularly described as follows:

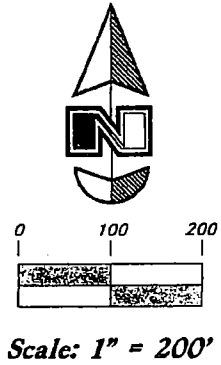
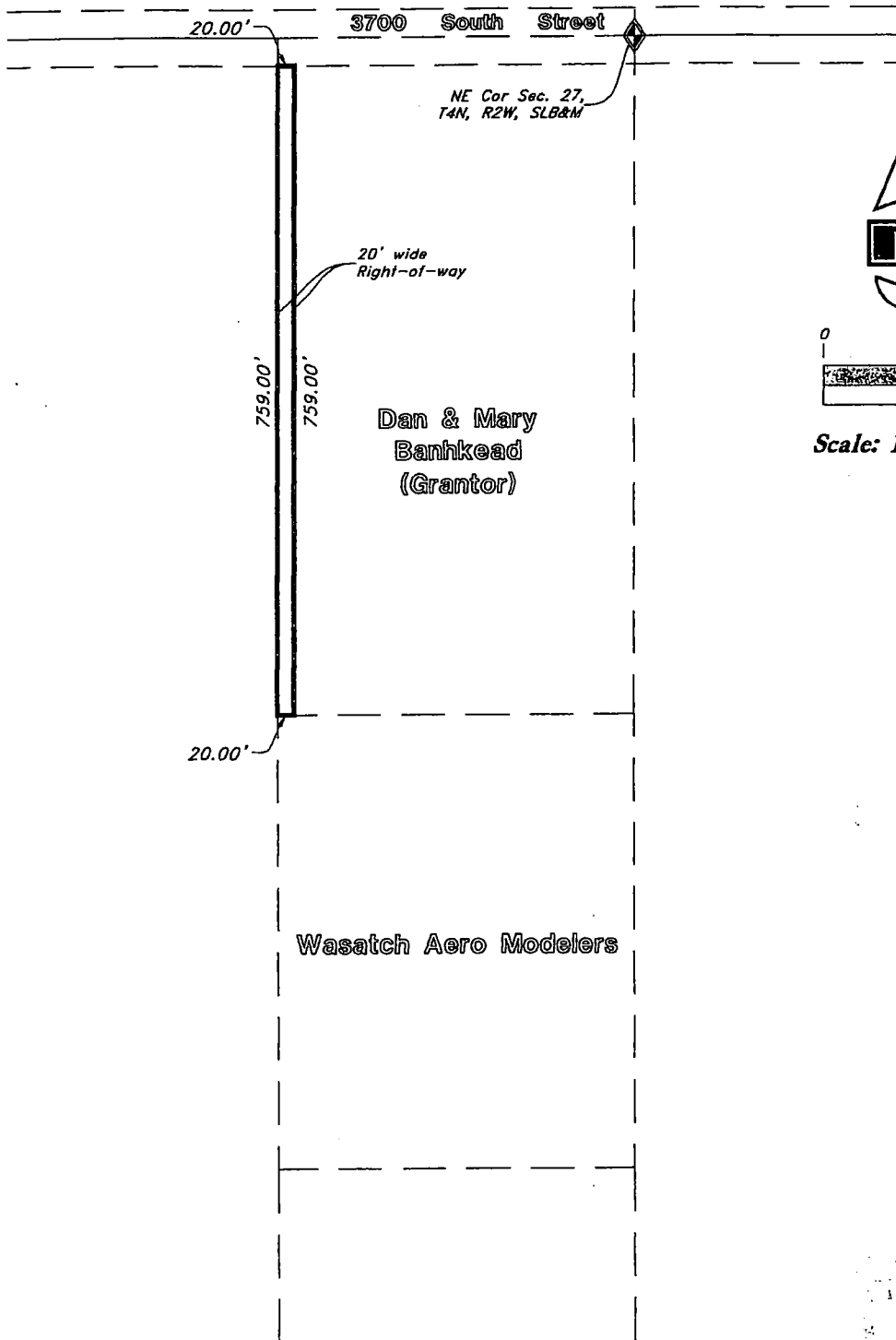
Beginning at the Northeast corner of Section 27, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 12 chains; thence West 6.353 chains; thence North 12 chains; thence East 6.353 chains to the point of beginning.

Less and excepting that portion within 3700 South Street

2/26/15

15N804

2853804
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GREAT BASIN
ENGINEERING

9746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 B.L.O (801)521-0222 FAX (801)392-7844
WWW.GREATBASINENGINEERING.COM

Job Name: Wasatch Aero Modelers Right of Way

Job No: 15N804

Date: 26 February 2015

Sheet No.

1

Sheet Reference

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