

American Development Company
350 South 4th East
Salt Lake City, Utah 84111
Attn: Phil

6.02
FEB 1 1978 9:39
Records of SECURITY TITLE COMPANY
Request of SECURITY TITLE COMPANY
Fee Paid K. L. DIXON
I. Edward J. Miller
Deputy

3058839

RIGHT OF WAY AGREEMENT

KENNETH TODD and GERTRUDE TODD, his wife, being owners of property located in Salt Lake County, Utah for \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Granger-Hunter Improvement District, a Utah corporation, and to American Development Company, a Utah corporation, a non-exclusive right of way and easement for the purpose of digging a trench along said right of way and to lay, maintain, operate, repair, remove, or replace main pipe line through and across the Grantors' land in Salt Lake County, Utah, more particularly described as follows:

Beginning on the North line of Grantors' property at a point North 89° 53' 39" West 829.00 feet and North 0° 01' 15" West 663.60 feet from the South quarter corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89° 53' 39" West 391.29 feet to the Northwest corner of Grantors' property; thence South 0° 01' 15" East 25 feet; thence South 89° 53' 39" East 391.29 feet; thence North 0° 01' 15" West 25 feet to the point of beginning.

The Grantees are hereby given the rights of ingress and egress to and from said right of way as reasonably necessary to enjoy the use of the easement as above enumerated; provided, however, that such rights are granted on condition that Grantees shall repair and replace or restore in a workmanlike manner, the premises and any damage done to the improvements, including underground improvements, landscaping, fencing, yard surfacing or other improvements thereon caused by Grantees, its successors, assigns and licensees in the construction, maintenance, repair, operation, or replacement of said pipe line, or failing so to do that Grantees shall compensate Grantors or Grantors' lessee or successor in interest for such damage. Grantees should be aware that certain underground improvements such as tile drains presently exist within or cross over the said right of way and easement and Grantees shall be liable for any consequential damages

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caused to the property or others as a result of disruption of water drainage or of damage to any improvements caused by the digging a trench or the construction, placement, maintenance, repair, or existence of the said pipe line.

This right of way agreement is also executed by BUYERS SYNDICATE, a partnership, which is the lessee of Grantors' property aforescribed, for the purpose of indicating the consent of such lessee to this conveyance and to subject lessee's leasehold interest to such non-exclusive right of way and easement.

WITNESS THE HANDS of said Grantors this 30th day of January, 1978.

Kenneth Todd
Kenneth Todd

Gertrude Todd
Gertrude Todd

BUYERS SYNDICATE:

Wallace Woodbury
General Partner

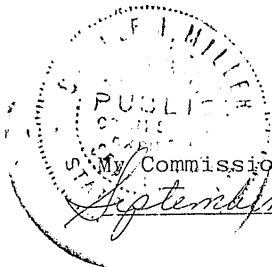
Quin R. Woodbury
General Partner

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

On this 30th day of January, 1978, before me, the undersigned Notary Public in and for said State, personally appeared KENNETH TODD and GERTRUDE TODD, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that such persons executed the same.

Carol J. Miller
Notary Public residing at:

Salt Lake County, Utah



My Commission Expires:

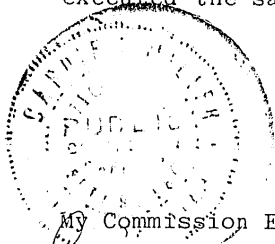
September 9, 1980

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[Handwritten initials]

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

On this 30th day of January, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared Wallace R. Woodbury and Orin R. Woodbury known to me to be partners of BUYERS SYNDICATE, the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.



Carol J. Miller
Notary Public residing at:

Salt Lake County, Utah

My Commission Expires:

September 9, 1980

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