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FILED AND RECORDED FOR

norman thompson
1973 NOV 30 AM 9 33

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AGREEMENT FOR RIGHT-OF-WAY

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Exell Vaughn*

AGREEMENT made this 30 day of Nov. 1973,

by and between LaDAWN APARTMENTS, A LIMITED PARTNERSHIP, herein-after referred to as LaDawn, and LaDAWN APARTMENTS II, A LIMITED PARTNERSHIP, hereinafter referred to as LaDawn II.

THE PARTIES RECITE:

LaDawn is the owner of certain real property located in the County of Weber, State of Utah located generally at 2380 South 1900 West, Ogden, Utah.

LaDawn II is the owner of real property adjacent to that owned by LaDawn and desires a right-of-way over the real property owned by LaDawn.

LaDawn is willing to grant an easement to LaDawn II for ingress and egress on condition that LaDawn shall also have a right-of-way over the real property.

THEREFORE, in consideration of the foregoing, the parties covenant and agree as follows:

1. LaDawn hereby grants and conveys to LaDawn II a non-exclusive easement for ingress and egress and utilities over, upon and under the real estate located in the County of Weber, State of Utah, particularly described as follows (the right-of-way property):

Beginning at a point 849.55 feet East and 33 feet South of the Northwest corner of Section 13, Township 5 North, Range 2 West, Salt Lake Meridian, U. S. Survey, and running thence South 169 feet; thence East 30 feet; thence South 355 feet; thence East 30 feet; thence North 524 feet; thence West 60 feet to the point of beginning.

2. The easement granted in the above paragraph is not an exclusive easement but is subject to equal rights on the part of LaDawn of ingress and egress and utilities over, upon and under the right-of-way property.

3. LaDawn shall be responsible for maintaining and keeping in good repair the right-of-way property which shall include but not be limited to maintaining a driveway suitable for the business needs of LaDawn and LaDawn II. LaDawn shall be entitled to a

contribution from LaDawn II for one-half of the costs incurred, including reasonable compensation for services performed and materials furnished by LaDawn, in maintaining and repairing the right-of-way.

4. In the event LaDawn shall fail, after written demand by LaDawn II, to maintain and keep in good repair the right-of-way property, LaDawn II shall have the right to repair and otherwise put the right-of-way property in satisfactory condition. LaDawn II shall be entitled to a contribution from LaDawn for one-half of the costs incurred, including reasonable compensation for services performed and materials furnished by LaDawn II, in repairing the right-of-way.

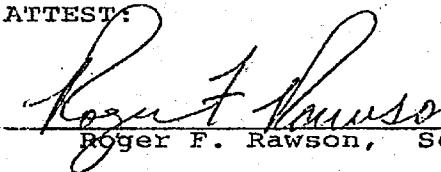
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LaDAWN APARTMENTS
A LIMITED PARTNERSHIP

LaDAWN APARTMENTS COMPANY
General Partner

[Seal]

ATTEST:



Roger F. Rawson, Secretary

By 
Norman Thompson, President

LaDAWN APARTMENTS II
A LIMITED PARTNERSHIP

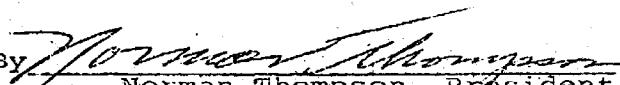
LaDAWN APARTMENTS COMPANY
General Partner

[Seal]

ATTEST:



Roger F. Rawson, Secretary

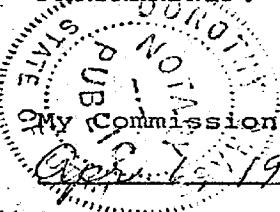
By 
Norman Thompson, President

STATE OF UTAH

COUNTY OF Weber

) : ss.

On this 30th day of November 1973, before me
Dorothy Chase, a Notary Public in and for Weber
 County, State of Utah, personally appeared Norman Thompson, known
 to me to be the President and personally appeared Roger F. Rawson,
 known to me to be the Secretary of LaDAWN APARTMENTS COMPANY, a
 corporation, and acknowledged to me that said corporation executed
 this document as a general partner of LaDAWN APARTMENTS, A LIMITED
 PARTNERSHIP.



My Commission Expires:

November 1977

Notary Public

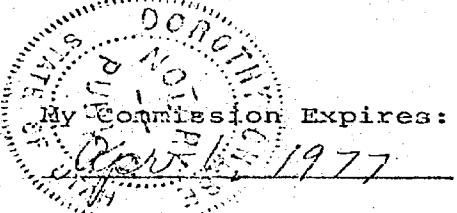
Dorothy Chase

STATE OF UTAH

COUNTY OF Weber

) : ss.

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Dorothy Chase, a Notary Public in and for Weber
 County, State of Utah, personally appeared Norman Thompson, known
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 known to me to be the Secretary of LaDAWN APARTMENTS COMPANY, a
 corporation, and acknowledged to me that said corporation executed
 this document as a general partner of LaDAWN APARTMENTS II, A
 LIMITED PARTNERSHIP.



My Commission Expires:

November 1977

Notary Public

Dorothy Chase