

ENTRY 95004289
Book 600 Page 302-310 \$34.00
28-JUL-95 03:59
RANDY SIMMONS
RECORDER, UINTAH COUNTY, UTAH
BASIN LAND TITLE AND ABSTRACT INC
335 W. 50 N. SE-7 VERNAL UT 84078
Rec By: PAT ABPLANALP , DEPUTY

ENTRY 95004289
Book 600 Page 302

AGREEMENT TO CONVEY DRIVEWAY EASEMENT

Agreement made, effective as of June 1, 1995, by and between NICK R. RICHINS and ROBYN W. RICHINS, husband and wife, and N. GLENN SPENCER and MAUREEN G. SPENCER, husband and wife, and ASHLEY VALLEY BIG O TIRE, a Utah partnership, all of Vernal, Uintah County, Utah, hereinafter referred to as owners.

The parties agree as follows:

SECTION ONE

CONVEYANCE OF EASEMENT

Owners hereby grant and convey, in perpetuity, to one another an easement, for driveway purposes only, over and across the property owned by the following parties and described as follows:

Property owned by Ashley Valley Big O Tire

PARCEL ONE (The Engineering Group #5)

Beginning at a point which is located South 36°45'00" West 184.39 feet from the North corner of the Northwest quarter of the Northwest quarter of Section 27, Township 4 South, Range 21 East, Salt Lake Base and Meridian, thence South 05°48'39" East 10.00 feet; thence South 18°29'09" West 105.45 feet; thence North 50°17'54" West 42.13 feet; thence North 39°42'06" East 74.00 feet to the beginning of a curve to the left having an arc length of 26.86 feet; a radius of 20.00 feet, and a delta angle of 76°56'53"; thence North 85°52'21" East 17.08 feet to the point of beginning. Contains 0.06 acres more or less.

PARCEL TWO (The Engineering Group #7)

Beginning at a point which is located South 89°48'42" West 206.24 feet from the Northeast corner of the Northwest quarter of the Northwest quarter of Section 27, Township 4 South, Range 21 East, Salt Lake Base and

Meridian; thence North 43°56'13" East 5.00 feet to the beginning of a curve to the right having an arc length of 31.42 feet; a radius of 20.00 feet; and a delta angle of 90°00'00"; thence South 46°03'47" East 15 feet to the beginning of a curve to the left having an arc length of 48.59 feet; a radius of 103.00 feet and a delta angle of 27°01'50"; thence South 05°48'41" East 127.00 feet; thence South 85°52'21" West 17.08 feet to the beginning of a curve to the left having an arc length of 4.74 feet; a radius of 20.00 feet and a delta angle of 90°32'15"; thence North 05°48'41" West 80.30 feet; thence North 46°03'47" West 93.68 feet to the point of beginning. Contains 0.10 acres more or less.

Property owned by Nick R. Richins and Robyn W. Richins and N. Glenn Spencer and Maureen G. Spencer as tenants in common

PARCEL ONE (The Engineering Group #6)

Beginning at a point which is located South 89°48'40" West 206.24 feet from the Northeast corner of the Northwest quarter of the Northwest quarter of Section 27, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence South 46°03'34" East 93.68 feet; thence South 05°48'47" East 80.30 feet to the beginning of a curve to the right having an arc length of 31.60 feet; a radius of 20.00 feet; and a delta angle of 90°32'15" thence South 42°09'15" West 74.07 feet; thence North 50°17'54" West 182.54 feet; thence North 43°56'13" East 157.62 feet to the point of beginning.

Excluding the following parcel beginning at a point which is located South 68°47'11" East 209.51 feet from the Northeast corner of the Northwest quarter of the Northwest quarter of Section 27, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence South 50°17'54" East 47.00 feet; thence South 39°42'06" West 33.00 feet; thence South 50°17'54" West 47.50 feet; thence South 39°42'06" West 54.00 feet; thence North 50°17'54" West 94.50 feet; thence North 39°42'06" East 87.00 feet to the point of beginning. Contains 0.40 acres more or less.

The above listed parcels owned by the parties to this agreement

shall be subject to an easement for ingress and egress for the parties to this agreement, their customers, guests and invitees.

SECTION TWO

"DRIVEWAY PURPOSES" DEFINED

"Driveway purposes" as used in this agreement means that the property owned by each of the parties shall be used by all of the parties, their employees, guests and invitees for ingress and egress to access the respective businesses. Each of the parties shall park on their own respective properties, and shall encourage their employees, customers, guests and invitees to do the same.

SECTION THREE

CONSTRUCTION AND MAINTENANCE

The driveways described above shall be constructed and maintained in good repair by the respective owners of the properties upon which the driveways and easements are located.

SECTION FOUR

CONSIDERATION

The consideration for the use of the driveway by the respective parties to this agreement shall be that owners of each of the properties shall allow the other parties to this agreement to use the property owned by the other for the purposes set forth above.

In further consideration for this agreement and the exchange

of property made in connection with this agreement, the Richins and the Spencers shall pay to the Ashley Valley Big O Tire \$3,500.00.

SECTION FIVE

EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

SECTION SIX

STORM DRAINS

The parties agree that in order to drain the properties of surface waters, that storm drains will need to be located upon the property. Ashley Valley Big O Tire agrees that the drains shall be located upon property owned by it at a place to be agreed upon by the parties. Richins and Spencers agree that they and their successors and assigns shall be responsible for the cost of installation of said drains and the operation, repair and maintenance of said drains in perpetuity and shall restore the surface of the property to the condition it was in prior to the installation, operation, repair and maintenance, and to a condition acceptable to Ashley Valley Big O Tire.

SECTION SEVEN

LOCATION OF BUSINESS SIGNS

The Ashley Valley Big O Tire presently intends to move its existing sign relating to Big O Tires to an area near the highway. The Richins and Spencers presently intend to erect signs lower than the Big O Tires sign. The Richins and Spencers, their successors and assigns, shall not place or permit to be placed on their property which is the subject of this agreement a sign or other projection which would block or impair the view of the sign serving the property owned by Ashley Valley Big O Tire so long as that sign shall exist. Said view shall not be blocked nor impaired from both directions on Highway 40 for an optimal marketing distance.

In the future, the parties to this contract agree that the location of new business signs and all other projections shall be worked out as to the location, size, and height of the respective business signs or projections so that the signs are all visible and one sign does not obstruct or impair the view of the other signs.

SECTION EIGHT

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party.

SECTION NINE

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

SECTION TEN

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION ELEVEN

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION TWELVE

REMEDIES

That party which prevails in any litigation for damages or default shall be entitled to all damages awarded by the Court including, attorney's fees and costs associated with litigation.

SECTION THIRTEEN
UTILITY EASEMENTS

Ashley Valley Big O Tire shall grant easements to Richins and Spencers for a gas line taking off from the South corner of the Richins and Spencers building in a southerly direction to the main Utah Gas Company line, for an underground electric line taking off of the West corner of the building and proceeding in a southwesterly direction to the main electric line, and for water and sewer taking off of the North corner of the building and proceeding in a northerly direction to the main lines. The easements shall contain substantially the following language:

Richins and Spencers, Grantees, their successors and assigns, shall repair any damage caused by Grantees, their successors, assigns, or their agents, in the installation, construction, repair or maintenance of said lines, and restore the surface of the property to the condition it was in prior to the installation, construction, repair or maintenance of said lines and to a condition acceptable to Grantor.

IN WITNESS WHEREOF, each part to this agreement has caused it to be executed at Vernal, Utah on the date indicated below.

DATED this 28th day of July, 1995.



Nick R. Richins

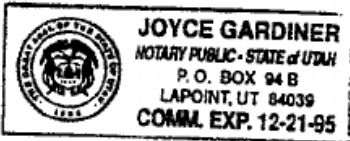


Robyn W. Richins

STATE OF UTAH)
 : ss
County of Uintah)

On the 28th day of July, 1995, personally appeared before Nick R. Richins and Robyn W. Richins, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
12-21-95



Joyce Gardiner
Notary Public for the State of Utah

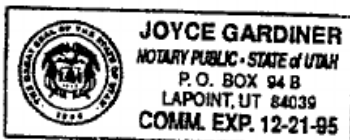
N. Glenn Spencer
N. Glenn Spencer

Maureen G. Spencer
Maureen G. Spencer

STATE OF UTAH)
 : ss
County of Uintah)

On the 28th day of July, 1995, personally appeared before N. Glenn Spencer and Maureen G. Spencer, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
12-21-95



Joyce Gardiner
Notary Public for the State of Utah

ASHLEY VALLEY BIG O TIRE

Verden C. Heaton
Verden Heaton

Alice Heaton
Alice Heaton

Chris Heaton
Chris Heaton

Earnie Roybal
Earnie Roybal

STATE OF UTAH)
) : SS
County of Uintah)

On the 28th day of July, 1995, personally appeared before Verden Heaton, Alice Heaton, Chris Heaton, and Earnie Roybal, partners of Ashley Valley Big O Tire, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
12-21-95

Joyce Gardiner
Notary Public for the State of Utah

wed #2 richins.las

