

WHEN RECORDED, RETURN TO:

Rinehart L. Peshell, Esq.  
7321 South State Street  
Midvale, Utah 84047

00066279 BkM0105 Pg00002-00009 **378-105**  
MORGAN COUNTY UTAH 84050  
1994 JUL 15 11:37 AM FEE \$41.00 BY FMW  
REQUEST: PESHELL RINEHART L ESQ

RIGHT-OF-WAY AND EASEMENT GRANT

THIS RIGHT-OF-WAY AND EASEMENT GRANT ("Agreement") is made and entered into as of this 7 day of July, 1994 by and between ROBERT DAVIS HOOD and BARBARA ELLERBECK HOOD, TRUSTEES, as to a one-half undivided interest, and MICHAEL RICHARD ELLERBECK, TRUSTEE, as to a one-half undivided interest (collectively "Grantor") and GOLDFLECK CORPORATION, a Utah corporation.

R E C I T A L S:

A. Grantor is the owner of certain real property located in Morgan County, Utah more particularly described on Exhibit "A" attached to and incorporated by reference in this Agreement ("Grantor's Property").

B. Grantee is the owner of certain real property located in Morgan County, Utah more particularly described on Exhibit "B" attached to and incorporated in this Agreement by reference (the "Benefitted Property").

C. Grantor has agreed to grant to Grantee a right-of-way and easement across Grantor's Property to the Benefitted Property, upon the terms, covenants and conditions described in this Agreement.

NOW THEREFORE, for Two Thousand Dollars (\$2,000.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The recitals set forth above in this Agreement are an integral part of the agreement and understanding of Grantor and Grantee and are incorporated by reference into this Agreement.

2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns in the ownership, occupancy and use of the Benefitted Property, including without limitation, Grantee's invitees, agents and employees, a right-of-way and easement for ingress and egress over and through an existing sixty-five (65) foot wide private road which crosses Grantor's Property (the "Easement"). The centerline for the Easement is described on Exhibit "C" attached to and incorporated by reference in this Agreement. Should Grantee, after the date of this Agreement, acquire additional real property


near the Benefitted Property for which the Easement is the only reasonable means of access, such additional property shall, for purposes of this Agreement, be deemed "Benefitted Property" and shall enjoy the benefits of and be subject to the terms of this Agreement.

3. Private Easement. Grantee hereby acknowledges that Grantor does not intend or purport to grant any right to the public in general to use the Easement. After reasonable notice to Grantee, Grantor shall have the right to close Grantor's Property, deny use of the Easement and post such notices of closure as frequently and for such durations of time as required by law to maintain Grantor's undiminished fee interest therein and to deny any assertion or claim of any prescriptive rights or public use by any other party. However, Grantor shall not close the right of way during autumn big game hunting seasons.

4. Binding Effect. The Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective grantees, transferees, successors and assigns, and shall be deemed to run with the land in favor of the Benefitted Property and as a burden upon Grantor's Property.

DATED as of the date first above written.

GRANTOR:

  
ROBERT DAVIS HOOD, TRUSTEE

  
BARBARA ELLERBECK HOOD, TRUSTEE

  
MICHAEL RICHARD ELLERBECK, TRUSTEE

GRANTEE:

GOLDFLECK CORPORATION, a Utah  
corporation

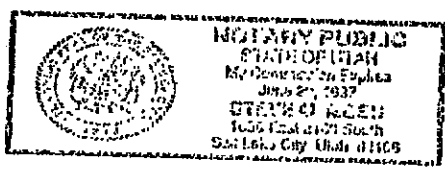
By: *James D. ...*  
Title: *President*

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

The foregoing instrument was acknowledged before me this  
7th day of March, 1994, by ROBERT DAVIS HOOD, TRUSTEE.  
July

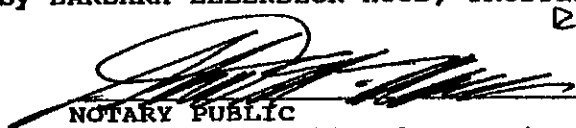
*[Signature]*  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah

My Commission Expires:  
*6/29/97*



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

The foregoing instrument was acknowledged before me this  
7<sup>th</sup> day of March, 1994, by BARBARA ELLERBECK HOOD, TRUSTEE. -*Survivor*  
*Robert Hood.*

  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah

My Commission Expires:

6/29/97

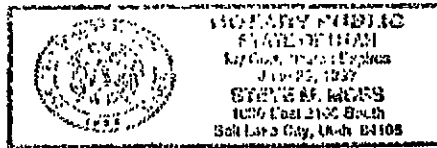
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this  
7<sup>th</sup> day of ~~March~~, 1994, by MICHAEL RICHARD ELLERBECK, TRUSTEE.  
*July*

  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah

My Commission Expires:

6/29/97



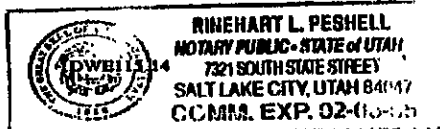
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STATE OF <sup>UTAH</sup> CALIFORNIA )  
COUNTY OF SALT LAKE ) : ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of <sup>April</sup> ~~March~~, 1994, by JERRY DAHLBERG, who is a VICE PRESIDENT of GOLDFLECK CORPORATION, a Utah corporation.

Rinehart L. Peshell  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:



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EXHIBIT "A"  
GRANTOR'S PROPERTY

The following described real property is located in Morgan  
County, Utah:

The East  $\frac{1}{2}$  of Lot 16, Section 6, Township 2 North, Range  
3 East, Salt Lake Base and Meridian.

EXHIBIT "B"

GRANTEE'S PROPERTY

The following described real property is located in Morgan County, Utah:

- Tract 1 Sections 12, 13 and 24, Township 2 North, Range 2 East, Salt Lake Base and Meridian.
- Tract 2 Sections 7, 9, 17 and 19, Township 2 North, Range 3 East, Salt Lake Base and Meridian.
- Tract 3 East  $\frac{1}{2}$  of Lot 18, Lots 17, 21, 22, 23 and 24 of Section 6, Township 2 North, Range 3 East, Salt Lake Base and Meridian.
- Tract 4 Portions of Sections 5; 8, 18 and 20 owned by Grantee as of the date hereof in Township 2 North, Range 3 East, Salt Lake Base and Meridian.

EXHIBIT "C"

EASEMENT CENTERLINE

The following described real property is located in Morgan  
County, Utah:

Commencing at a point which is North 0°52'43" West 699.06 feet from the Southeast corner of Lot 16, Section 6, Township 2 North, Range 3 East, thence running 32.5 feet on either side of a centerline of an existing dirt road beginning at said point of beginning South 51°26'53" West 79.72 feet; thence South 39°45'02" West 158.45 feet; thence South 52°29'18" West 194.58 feet; thence South 37°06'25" West 65.01 feet; thence South 27°44'44" West 169.78 feet; thence South 17°10'29" West 51.35 feet; thence South 0°02'16" West 54.59 feet; thence South 18°32'15" East 44.69 feet; thence South 26°40'03" East 68.10 more or less along said existing dirt road to a point on the South Lot line of said Lot 16 which point is 417.42 feet West more or less from the Southeast corner of said Lot 16, Section 6, Township 2 North, Range 3 East, Salt Lake Base and Meridian.

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