

**After Recording Return To:**  
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Salt Lake City, UT 84101

11094494  
12/10/2010 10:44:00 AM \$26.00  
Book - 9887 Pg - 8785-8793  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 9 P.

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## RIGHT OF WAY MAINTENANCE AGREEMENT

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This **RIGHT OF WAY MAINTENANCE AGREEMENT** (the "Agreement") is made and entered into as of the 10<sup>th</sup> day of December, 2010, by and between Housing Authority of the County of Salt Lake, a Utah municipal corporation ("HACSL"), and Doris Croxford Schmidt ("Schmidt"). HACSL and Schmidt are referred to collectively herein as the "Parties."

### RECITALS

A. HACSL is the owner of that certain parcel of real property located in Salt Lake County, Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "HACSL Property"). The HACSL Property is also referred to herein as the "Burdened Property."

B. Schmidt is the owner of that certain parcel of real property located in Salt Lake County, Utah, and more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Schmidt Property"). The Schmidt Property is also referred to herein as the "Benefited Property."

C. Schmidt deeded that certain parcel of real property to HACSL with that certain Warranty Deed dated 10<sup>th</sup>, November, 2010, and recorded in the Official Records of the Salt Lake County Recorder's Office as Entry No. 11094453, on November 10<sup>th</sup>, 2010, in which Schmidt reserved that certain right-of-way easement over and across that certain parcel of real property, more particularly described in the Deed, and on Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement").

D. HACSL desires to maintain the Easement.

J. Schmidt desires to obtain water and storm sewer utility connections stubbed through the Easement to the Schmidt Property, and HACSL desires to provide such stubbed utility connections.

### TERMS OF AGREEMENT

Therefore, for ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. HACSL Maintenance. HACSL shall, at its sole cost and expense, keep and maintain the Easement in good condition and repair, which shall include, but not be limited to paving and snow removal.

2. Utility Connection Installation. For the benefit of the Schmidt Property, HACSL shall, at its sole cost, install water and storm sewer lines and stub them to the boundary of the Schmidt Property in a location in HACSL's sole discretion, per the approved stamped utility site plan dated <sup>Cu: 300</sup> 11-19, 2010. Schmidt shall be responsible for the costs of installing water and storm sewer on the Schmidt Property and connecting to the stubbed utility connections provided by HACSL. Nothing herein shall obligate HACSL whatsoever for any utility line installation on the Schmidt Property.

3. Relocation of Access Point. Schmidt may relocate the 30 foot wide access point to the Schmidt Property off the Easement to the East or to the West, at Schmidt's sole cost, as long as such relocation does not disrupt the operations of the HACSL Property. This right to relocate the access point hereunder does not expand nor affect the scope of the Easement in any way.

4. Successors. This Agreement shall be binding upon HACSL and Schmidt and their respective successors and assigns.

5. Miscellaneous. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

**HACSL:**

**SCHMIDT:**

**Housing Authority of the County of Salt Lake, a  
Utah municipal corporation**

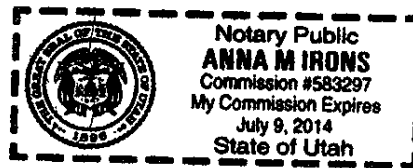
By: Kerry Bata  
Name: Kerry Bata  
Title: Director

Doris C. Schmidt  
Doris Croxford Schmidt

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2010, by Doris Croxford Schmidt.

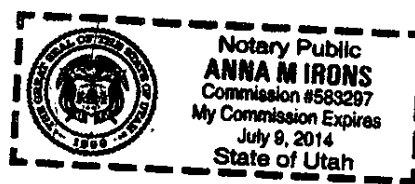
Anna Irons  
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2010, by Kerry Bate Director, as the authorized representative of the Housing Authority of the County of Salt Lake, a Utah municipal corporation.

Anna Irons  
NOTARY PUBLIC



**EXHIBIT A**

Legal Description of the HACSL Property

BEGINNING AT A POINT WHICH IS WEST 43.63 FEET AND SOUTH 500 FEET FROM THE NORTHEAST CORNER OF LOT 9, BLOCK 9, TEN-ACRE PLAT "A" BIG FIELD SURVEY; SAID POINT ALSO BEING EAST 16.33 FEET AND NORTH 1213.09 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°12'52" WEST 120.03 FEET; THENCE WEST 190.23 FEET; THENCE SOUTH 05°00'00" WEST 242.89 FEET; THENCE SOUTH 12°15'18" WEST 8.44 FEET; THENCE SOUTH 89°30'00" WEST .94 FEET; THENCE SOUTH 04°59'02" WEST 6.75 FEET; THENCE SOUTH 88°44'00" WEST 466.63 FEET; THENCE NORTH 79°20'00" WEST 32.55 FEET; THENCE NORTH 00°04'39" EAST 6.66 FEET; THENCE NORTH 00°04'53" EAST 386.11 FEET; THENCE NORTH 89°46'15" EAST 151.66 FEET; THENCE NORTH 5.00 FEET; THENCE NORTH 89°30'00" EAST 392.64 FEET; THENCE SOUTH 04°00'00" WEST 20.62 FEET; THENCE EAST 172.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 228,929 SQUARE FEET OR 5.26 ACRES

**EXHIBIT B**

Legal Description of Schmidt Property

BEGINNING AT A POINT WHICH IS NORTH 569.25 FEET; THENCE WEST 212.70 FEET AND NORTH 05°00'00" EAST 666.95 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°30'00" WEST 154.64 FEET; THENCE NORTH 01°12'52" EAST 255.59 FEET; THENCE NORTH 89°46'15" EAST 167.04 FEET; THENCE SOUTH 04°00'00" WEST 255.47 FEET TO THE POINT OF BEGINNING.

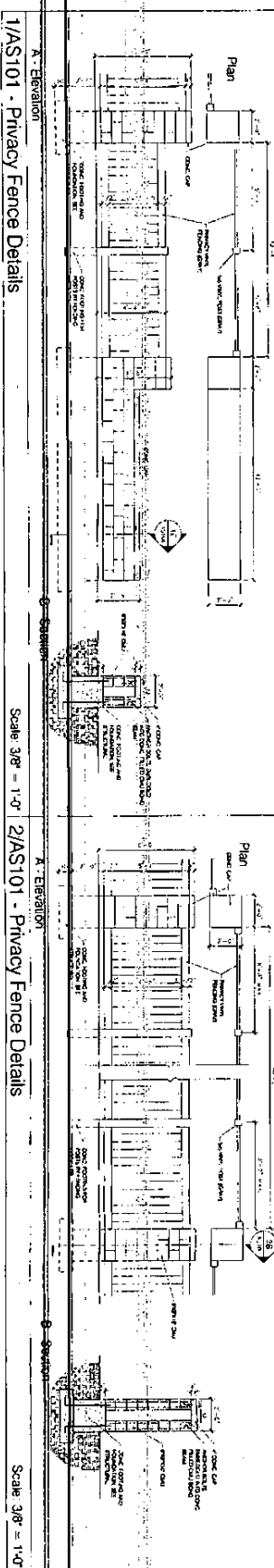
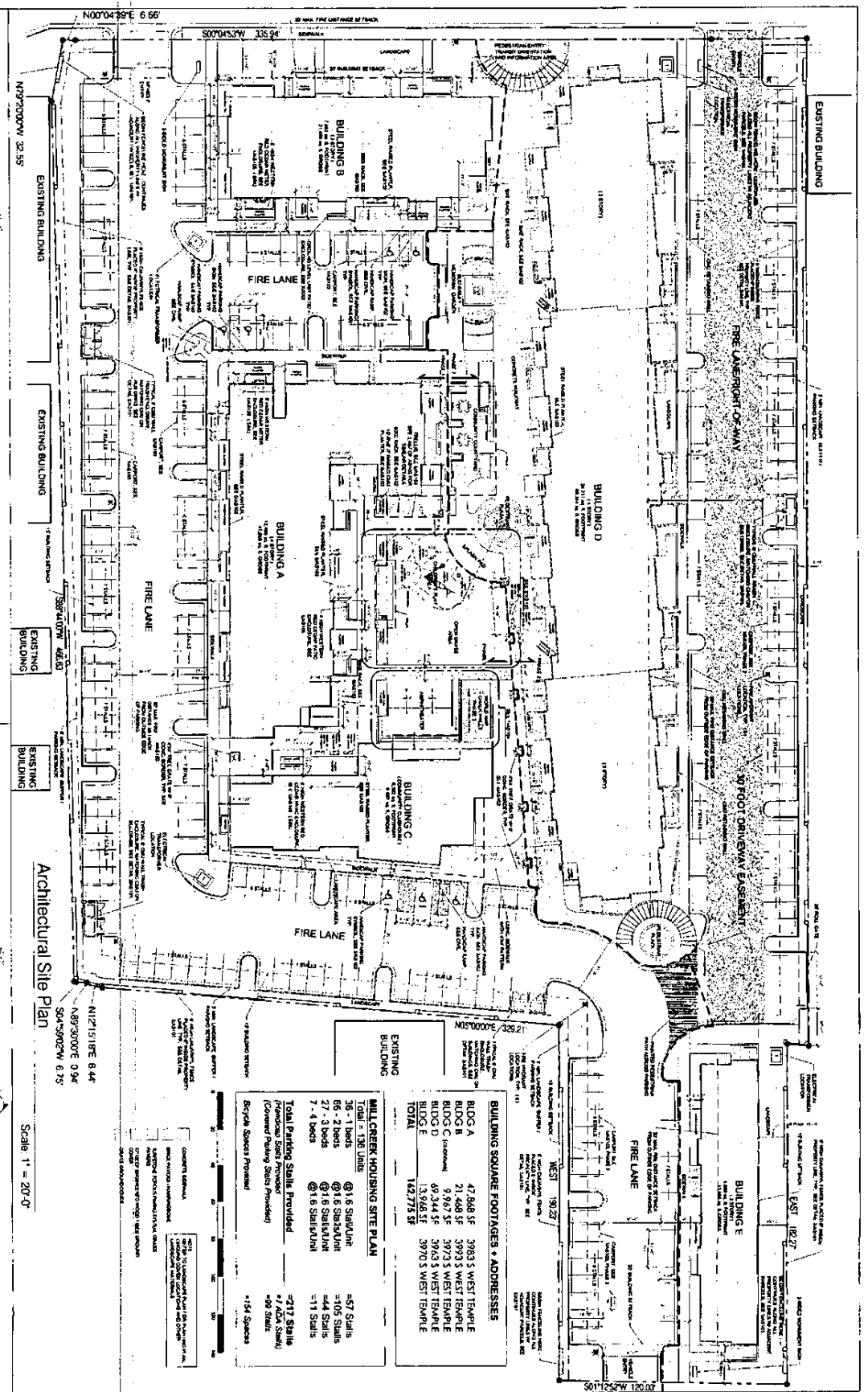
CONTAINING 41,032 SQUARE FEET OR 0.94 ACRES, MORE OR LESS.

## EXHIBIT C

### Legal Description of Right of Way Parcel

Beginning at a point which is EAST 16.33 FEET; north 1171.00 feet AND west 192.83 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; thence West 522.44 feet; thence North 00°04'53" East 30.00 feet; thence East 475.02 feet; thence continue easterly along said line, a distance of 0.94 feet to a point of curve to the left having a radius of 8.00 feet and a central angle of 90°00'00"; thence northeasterly along the arc a distance of 12.57 feet (CHORD BEARING North 45°00'00" East 11.31 feet); thence North 24.13 feet; thence North 89°30'00" East 28.34 feet; thence South 09°31'44" East 59.61 feet to the point of curve of a non tangent curve to the left, of which the radius point lies East, a radial distance of 28.00 feet; thence southerly along the arc, through a central angle of 07°22'06", a distance of 3.60 feet (CHORD BEARING South 03°41'02" East 3.60 feet) to the POINT OF BEGINNING.

Containing 16,623 square feet or 0.38 acres, more or less.



**BUILDING SQUARE FOOTAGES & ADDRESSES**

BUILDING A	47,868 SF	3983 S WEST TEMPLE
BUILDING B	21,468 SF	3973 S WEST TEMPLE
BUILDING C (Inconform)	48,743 SF	3973 S WEST TEMPLE
BUILDING D	13,268 SF	3970 S WEST TEMPLE
BUILDING E	39,703 SF	3970 S WEST TEMPLE
<b>TOTAL</b>	<b>162,775 SF</b>	

**MILL CREEK HOUSING SITE PLAN**

<b>Total = 136 Units</b>	
36 - 1 beds	= 37 Units
66 - 2 beds	= 105 Units
27 - 3 beds	= 44 Units
7 - 4 beds	= 11 Units
<b>Total Parking Spots Provided</b>	<b>= 217 Spots</b>
(Provision Spots Provided)	(Provision Spots Provided)
Boys' Spots Provided	= 154 Spots

AST101

arch. site plan

METHODO STUDIO INC.

1234567890

Bud Bailey Apartments





