

W1856808

RIGHT OF WAY GRANT

The undersigned, THE KELLY N. HADLEY REVOCABLE TRUST ESTABLISHED BY DECLARATION OF TRUST DATED MARCH 21, 2002 AND THE GWEN R. HADLEY TRUST ESTABLISHED BY DECLARATION OF TRUST DATED MARCH 21, 2002, hereinafter referred to as GRANTOR, hereby grants, conveys and assigns over unto RODNEY H. CITTE AND JASON R. CITTE, hereinafter referred to as GRANTEE, a non exclusive right of way of ingress and egress, over and through a parcel of the GRANTOR'S land, more fully described as follows:

05-176-0004 & 0005 R.O.W.

A PART OF LOT 5, DEANS AUTO SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 00 DEG 58 MIN EAST 110.856 FEET FROM THE SOUTHWEST CORNER OF SAID LOT AND RUNNING THENCE NORTH 00 DEG 58 MIN EAST 24.00 FEET, ALONG THE WESTERLY LINE OF SAID LOT; THENCE SOUTH 89 DEG 27 MIN EAST 195.05 FEET; THENCE SOUTH 00 DEG 58 MIN WEST 24.00 FEET; THENCE NORTH 89 DEG 27 MIN WEST 195.05 FEET TO THE POINT OF BEGINNING.

GRANTOR and their clients or suppliers, shall have the right to use said premises provided such use shall not interfere with the right-of-way or any other rights granted to the GRANTEE hereunder.

Neither the GRANTOR or the GRANTEE, shall build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of both GRANTOR and GRANTEE.

Neither the GRANTOR or the GRANTEE, shall cause the right of way to be blocked at any time that would prohibit the access of said right of way by emergency, fire or medical equipment, or any emergency that would require the use of, by public utility equipment. This right-of-way grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

Neither the GRANTOR of the GRANTEE, shall cause the right of way to be chained, during normal business hours, which would adversely affect the grants expressed herein. GRANTEE understands that a portion of the curb cut on Wall Avenue is located on a portion of the GRANTEE'S property. During the life of this easement grant any fencing or chaining off of property owned by the GRANTEE must be located on the North side of the curb cut from Wall Avenue extended East to the East end of the easement grant described herein. GRANTEE acknowledges that the North line of the curb cut as it presently exists is located on the South line of the GRANTEE'S property.

E# 1856808 BK2241 PG1331
DOUG CROFTS, WEBER COUNTY RECORDER
24-JUN-2002 927 AM FEE \$14.00 DEP JPM
REC FOR: MOUNTAIN.VIEW.TITLE

As consideration for this grant, the GRANTEE agrees to participate with the GRANTOR in equal shares in the maintenance, repair and replacement of the real property described herein as required, including but not limited to surfacing, paving and removal of debris or snow.

GRANTEE also grants and conveys to the GRANTOR, the right to use and access the real property of the GRANTOR over and across the curb cut and drive way which is located on the North side of the Grantees property which abutts the property on 33rd Street--Ogden City, Utah.

This agreement may be terminated upon the following occurrences:

1. Grantee obtains from the State of Utah, a permit and authorization for a curb cut along the frontage of the property owned by the grantee which would allow for the access of the Grantees property from Wall Avenue, or
2. Grantor sells the property, owned by the same, on which this grant is permitted, without the mutual agreement of the Grantee and the buyer of the Grantor to extend this agreement.

In the event of termination of this grant, as stipulated herein, the rights and grants conveyed from GRANTEE to GRANTOR shall also terminate as to the real property owned by the GRANTEE.

This agreement shall be governed by the laws of the State of Utah. In the event that either the grantor or the grantee fails to abide by the terms and conditions expressed herein, the offended party shall be entitled to reimbursement of any and all costs required, including attorneys fees, to enforce this agreement.

Dated this 21 day of June, 2002.

THE KELLY N. HADLEY REVOCABLE TRUST
ESTABLISHED BY DECLARATION OF TRUST
DATED MARCH 21, 2002

BY: 
KELLY N. HADLEY - TRUSTEE

Continued

THE GWEN R. HADLEY REVOCABLE TRUST
ESTABLISHED BY DECLARATION OF TRUST
DATED MARCH 21, 2002

BY: *Gwen R. Hadley*
GWEN R. HADLEY--TRUSTEE
AS GRANTORS


Rodney H. Citte
RODNEY H. CITTE

Jason R. Citte
JASON R. CITTE
AS GRANTEEES

STATE OF UTAH)
COUNTY OF WEBER)

ON THIS 21 DAY OF JUNE 2002, PERSONALLY APPEARED
BEFORE ME, THE SIGNER(S) OF THE FOREGOING INSTRUMENT, WHO
DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

Michael L. Hendry
NOTARY PUBLIC

 MICHAEL L. HENDRY
NOTARY PUBLIC • STATE of UTAH
6782 SOUTH 1475 EAST
OGDEN, UT 84403
COMM. EXP. 03-28-2006