

m105-398

WHEN RECORDED, RETURN TO:

Rinohart L. Poshell, Esq.
7321 South State Street
Midvale, Utah 84047

00066279 EXH-105 ³⁹⁸⁻⁴¹⁵ PERM-00009
MORGAN COUNTY, UTAH 84050
1994 JUL 15 11:37 AM FEE \$41.00 BY FNU
REQUEST: PESHALL, RICHARD 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 D. Hood, Trustee
ROBERT DAVIS HOOD, TRUSTEE

Barbara Ellerbeck Hood by R.D. Hood Trust
BARBARA ELLERBECK HOOD, TRUSTEE

Michael Richard Ellerbeck Trustee
MICHAEL RICHARD ELLERBECK, TRUSTEE

GRANTEE:

GOLDFLECK CORPORATION, a Utah corporation

By: [Signature]
Title: President

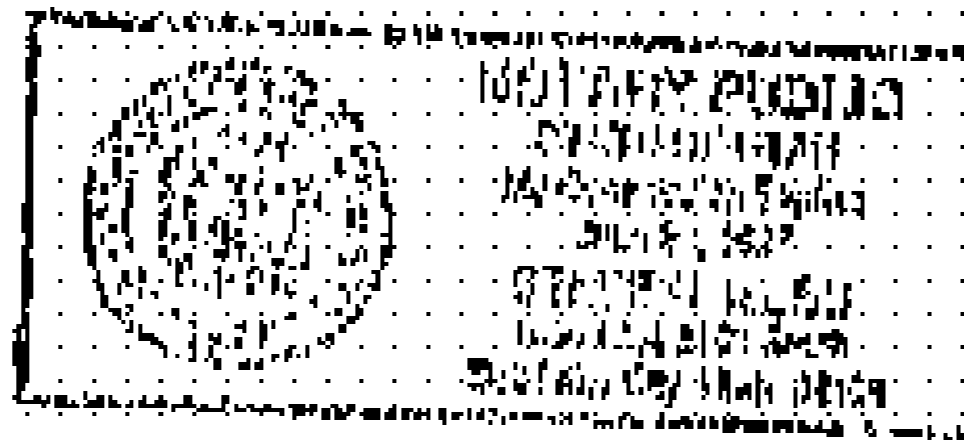
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of March, 1984, 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
7th day of March, 1994, by BARBARA ELLERBECK HOOD, TRUSTEE. -*Servitor*
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
7th day of ~~March~~ July, 1994, by MICHAEL RICHARD ELLERBECK, TRUSTEE.


NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:
6/29/97



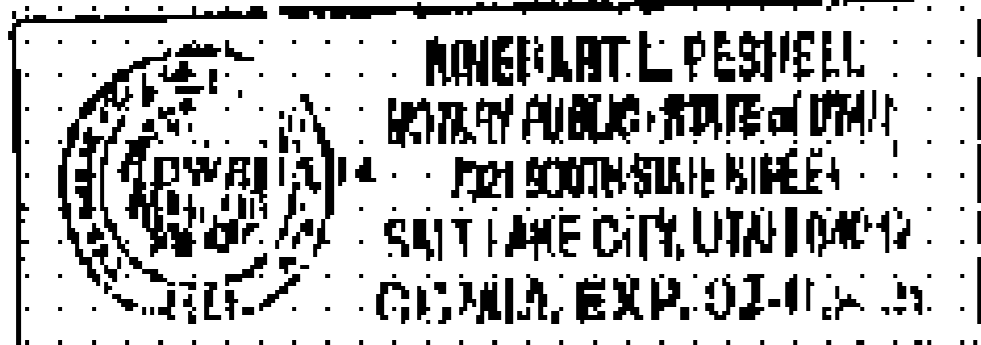
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UTAH
STATE OF CALIFORNIA }
COUNTY OF SALT LAKE } ss.

The foregoing instrument was acknowledged before me this
4th day of April, 1994, by JERRY DANLBERG
who is a VICE PRESIDENT of
GOLDFLECK CORPORATION, a Utah corporation.

Richard 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 1/2 of Lot 16, Section 6, Township 2 North, Range
3 East, Salt Lake Base and Meridian.

EXHIBIT "B"

GRANTOR'S PROPERTY

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

- Tract 1 Sections 12, 13 and 24, Township 2 North, Range 3 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 15, 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 Grantor as of the date hereof in Township 2 North, Range 3 East, Salt Lake Base and Meridian.

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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 8, Township 2 North, Range 3 East, thence running 12.8 feet on either side of a centerline of an existing dirt road beginning at said point of beginning South 51°26'51" West 79.72 feet; thence South 19°45'02" West 158.45 feet; thence South 52°39'18" West 194.88 feet; thence South 37°06'25" West 65.01 feet; thence South 27°44'44" West 169.70 feet; thence South 17°10'19" West 51.35 feet; thence South 0°02'16" West 54.59 feet; thence South 12°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 8, Township 2 North, Range 3 East, Salt Lake Base and Meridian.

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