

RIGHT OF WAY AGREEMENT
AND
RIGHT OF WAY MAINTENANCE AGREEMENT

4976433

This agreement is entered into by and between Richard C. Sorensen and Dixie R. Sorensen, his wife as joint tenants and Joseph A. Stay as Trustee of the Alice W. Stay Family Living Trust executed on the 28th day of December, 1981, and James L. Kerr, Jr. and Shirley F. Kerr, as joint tenants. The parties hereto own land which abutts on a right of way extending North from 12300 South Street. Said Right of Way is more fully described as parcel #1 Exhibit "A" attached hereto and made a part hereof by this reference thereto.

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the parties hereto understand and agree as follows:

1. Whereas, the Right of Way is used for access to the properties owned by the undersigned and their successors in interest. The Property owned by Richard C. Sorensen and Dixie R. Sorensen is described as Parcel II on Exhibit "A". The property owned by Joseph A. Stay, as Trustee for the Alice W. Stay Family Living Trust is described as Parcel III on Exhibit "A", and the property owned by James L. Kerr Jr. and Shirley F. Kerr is described as Parcel IV on Exhibit "A".

2. Whereas, each of the undersigned has purchased their respective properties subject to and together with the Right of Way.

3. Whereas, the parties deem, if advisable, and agree to set forth in writing their agreement to set forth the establishment and maintenance of the existing right of way in order to assure its continued use to record the same.

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4. Grant of Right of Way: Now thereof, the undersigned owners in fee of the property described in Exhibit "A" each does hereby grant, deed, transfer and convey to all of the other parties of this agreement and to their successors, heirs and assigns with an equal interest, the Right of Way easement described as Parcel I. This transfer and conveyance of Right of Way by each individual owner is made as to any portion of said Right of Way encumbering the property owned by each individual owner and is granted from said owner as to the portion affecting his property to the other parties to this agreement for the purposes of egress and ingress and other appurtenant uses necessary for residential uses in connection with the property owned by each of the undersigned is described on Exhibit "A". This grant and conveyance is subject to the understanding that there may be other parties who may have been grantees of a similar Right of Way interest over the same Right of Way.

5. Shared Right of Way: Each of the undersigned, including their respective successors and assigns, shall share equally in the Right of Way and shall equally share in the cost of the maintenance of the common Right of Way. This Right of Way is understood to be a recorded exception of each property and the parties of this declaration consent and acknowledge the existence of the Right of Way as described above and hold title to their respective property subject to the obligations and together with the rights associated with said Right of Way. The cost of maintenance and repairs will be covered by the parties herein with the exception of Joseph A. Stay as Trustee of the Alice W. Stay Family Living Trust who will not pay any of the cost.

6. Road Way Maintenance: The parties hereto understand and agree to be responsible for the proper maintenance of the road way over and across the Right of Way from the point of access North from 12300 South Street thereof. Maintenance shall include without limitation snow removal, maintenance, servicing repairs of the road base and surface as required and all other duties and responsibilities related to the reasonable and normal care of the Right of Way so as to provide safe and efficient egress and ingress to and from the individual parcels, described in Exhibit "A".

7. Expenses of Road Way Maintenance: The expenses necessary for the maintenance of the road way as set forth above and other expenses of the Right of Way shall be born equally by the parcel owners except as noted above in item number five. Each owner shall timely pay his allotted portion of the road way expenses as provided herein.

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8. Effect of Mortgages and Trust Deeds: Any claim for maintenance and repair expenses under this agreement shall be junior and subordinate to the first priority liens of any lenders, realty mortgages, or deeds of trust recorded against the individual parcels of owners and shall not affect or impair the first priority of such mortgage or deed of trust.

9. Severability: The invalidity or unenforceability of any provision or this agreement or of any supplemental or amended agreement in whole if in apart not affect the validity if enforceability of any other valid and enforceable provision of this agreement.

10. No Waiver: The failure to enforce any provision, restriction, covenant or condition of this agreement or any supplemental or amended agreement shall not operate as a waiver of any such provision, restriction, covenant or condition. Each of the parties agree to pay a reasonable attorneys fee in the event that it is determined by a court of competent jurisdiction that they have breached the same.

In witness whereof the parties hereto have executed this agreement on this 4th day of Oct., 1990.

Richard C. Sorenson
RICHARD C. SORENSON

Dixie R. Sorenson
DIXIE R. SORENSON

James L. Kerr
JAMES L. KERR

Shirley F. Kerr
SHIRLEY F. KERR

Joseph A. Stay, Claire & Leigh Successor Trustee
JOSEPH A. STAY TRUSTEE

On the 8 day of October, 1990, personally appeared before me Richard C. Sorenson and Dixie R. Sorenson the signers of the foregoing instrument, who duly acknowledged to me that they execute the same.

My commission expires Feb 21, 1993
Residing at: Sandy, Utah

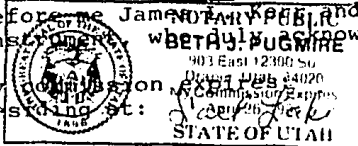


Notary Public
HAZEL H. HYDE
8361 South 300 East
Sandy, Utah 84070-2099
My Commission Expires
February 21, 1993
State of Utah

Hazel H. Hyde
Notary Public

On the 9th day of Oct., 1990, personally appeared before me James L. Kerr and Shirley F. Kerr the signers of the foregoing instrument, who duly acknowledged to me that they execute the same.

My commission expires April 26, 1994
Residing at: Sandy, Utah



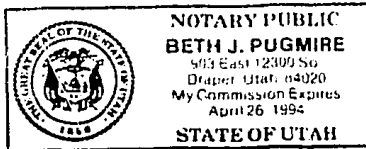
Notary Public
BETH J. PUGMIRE
503 East 12300 So
Draper, Utah 84020
My Commission Expires
April 26, 1994
STATE OF UTAH

Beth J. Pugmire
Notary Public

On the 9th day of Oct., 1990, personally appeared before me Joseph A. Stay, trustee of the Alice W. Stay Family Living Trust executed on the 28th day of December, 1981, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires: April 26, 1994
Residing at: Sandy, Utah

Beth J. Pugmire
Notary Public



NOTARY PUBLIC
BETH J. PUGMIRE
503 East 12300 So
Draper, Utah 84020
My Commission Expires
April 26, 1994
STATE OF UTAH

PARCEL 1

Beginning at a point on the North Right of Way fence line of 12300 South Street, said point being North 1651.08 feet and West 1000.97 feet from the Southeast corner of Section 26, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being North 0 deg. 11'28" East between said Southeast section corner and a county monument at the intersection of 700 West Street and 12300 South Street); and running thence North 3 deg. 32'10" East 633.16 feet; thence North 1 deg. 44'00" West 52.28 feet; thence South 88 deg. 16'00" West 50.00 feet, more or less, to existing driveway and to the Southeast corner of the James L. Kerr, Jr. property recorded in Book 5275, Page 325, Entry No. 3589269 in Salt Lake County records; thence South 1 deg. 44'00" East 50.00 feet; thence South 3 deg. 32'10" West 638.00 feet to said North Right of Way line of 12300 South Street; thence North 85 deg. 22'41" East 50.51 feet along said North Right of Way to the point of beginning.

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PARCEL 2

A one acre tract of land situated in the Northeast quarter of the Southeast of Section 26, Township 3 South, Range 1 West of the Salt Lake Base and Meridian, being as follows: Commencing at a point 2003.25 feet North 785.15 feet West of the Southeast Corner of Section 26, Township 3 South, Range 1 West Salt Lake Base and Meridian and running thence North 206 feet; thence West 212 feet; thence South 206 feet; thence East 212 feet to the point of beginning, being a total of 43,672 square feet.

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PARCEL 3

Beginning at a point which is South 0 deg 5'11" East 1069.56 feet along the Section line and South 89 deg 20'36" West 24.44 feet from the East quarter corner of Section 26, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 0 deg 06'11" West 424.80 feet, thence South 89 deg 53'49" West 149.20 feet, thence North 45 deg 06'11" West 360.65 feet, thence South 89 deg 53' 49" West 258.71 Feet, thence North 0 deg 06'11" West 208.71 feet, thence North 89 deg 53'49" East 208.71 feet, thence North 0 deg 06'11" West 116.60 feet, thence North 12 deg 03'49" East 523.43 feet, thence South 89 deg 53'49" West 366.70 feet, thence North 44 deg 54'19" East 102.00 feet, thence North 68 deg 54' 01" East 256.01 feet, thence North 39 degrees 54'22" East 179.00 feet, thence 5 deg 54'36" East 370.96 feet; thence North 15 deg 43'48" West 163.80 feet; thence South 89 deg 59'26" West 1608.56 feet, thence South 9 deg 10' East 216.66 feet, thence South 21 deg 20' West 143.00 feet, thence South 55 deg 50' West 80.00 feet, thence South 71 deg 40' West 528.00 feet, thence South 52 deg 45' West 120.00 feet, thence South 46 deg West 235.00 feet, thence South 31 deg West 72.00 feet, thence South 18 deg 30' West 116.00 feet, thence South 0 deg 30' West 95.00 feet; thence South 22 deg 10' East 493.00 feet, thence South 25 deg 40' East 443.00 feet, thence South 13 deg East 195.00 feet, thence South 10 deg 30' West 268.00 feet, thence North 89 deg 20'36" East 1623.15 feet, thence North 325.00 feet, thence North 89 deg 20'36" East 670.15 feet, thence South 325.00 feet, thence North 89 deg 20'36" East 175.56 feet to the point of beginning. Containing 112.01 acres, more or less.

Beginning at a point which is North 0 deg 05'01" West 1274.10 feet along the section line from the East quarter corner of Section 26, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence South 89 deg 59'26" West 1923.39 feet along an existing fence to the East bank of Jordan River, thence South 5 deg 10' East 15.22 feet along the Jordan River, thence East 1922.04 feet, thence North 0 deg 05'01" West 15.48 feet to the point of beginning.

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PARCEL 4

Beginning on the West line of a 50 foot R.O.W. at a point which lies 638 feet North 3 deg. 32'10" East and 50 feet North 1 deg. 44' West from the North line of 12300 South Street, said point being 337.18 feet South and 1009.45 feet West from the East quarter corner of Section 26, Township 3 South, Range 1 West, S.L.E. & M. and running thence South 81 deg. 50'50" West 175 feet; thence North 1 deg. 44' West 250.5 feet; thence North 81 deg. 50'50" East 175 feet; thence South 1 deg. 44' East 250.5 feet to the point of beginning.

1400

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11 OCTOBER 90 11:42 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY: DOROTHY SINFIELD, DEPUTY

BK 6259 PG 26 10