

RIGHT-OF-WAY AGREEMENT

265352

Know all men by these presents, that the undersigned Larry G. Watts, Michael O. Longley, Laura Ellen Longley, William F. Longley, and Helene M. Longley for good and valuable consideration, the receipt of which is hereby acknowledged do grant unto Wesley B. Carlson and Kristy Enterprises, Inc., a Utah Corporation, and to their successors or assigns, the right to enter upon the following lands situated in the County of Washington, State of Utah, and more particularly described as follows:

(1) A fifteen (15) foot wide strip of land being seven and one-half (7.5) feet on either and both sides of the following described center line: Beginning at a point South 629.90 feet and West 697.32 feet from the NE corner Section 33, Township 42 South, Range 13 West, SLB&M and running thence N 89°50'33" W 623.31 feet more or less to the 40 acre (1/16) line;

(2) A twenty-five (25) foot wide strip of land whose West boundary is coincident with the 40-acre line and more particularly described as: Beginning at the NW Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 28, T42S, R13W SLB&M and running thence S 0°09'17" W 1320.43 feet to the section line between Sections 28 and 33; thence S 0°09'26.7" W 1319.59 feet to the SW Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 33, T42S, R13W, SLB&M; thence S 0°09'26.7" W 863.59 feet;

(3) a fifty foot (50') strip of land being twenty-five (25) feet on either and both sides of the following described center line: beginning at the point last described above in description No.

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2, more particularly described as a point South 2178.41 feet and West 1324.89 feet from the NE corner Section 33, T. 42 S., R. 13 W, SLB&M and running thence S. 89°51'27" E 976.71 feet more or less to its intersection with a county road.

(4) A fifteen foot (15') strip of land being seven and one-half (7.5) feet on either and both sides of the following described center line: Beginning at a point North 754.57 feet and West 268.11 feet from the NE Corner Section 33, Township 42 South, Range 13 West, SLB&M and running thence S 89°49'55" E 270.32 feet more or less to the section line and intersection with a county road.

The Basis of Bearing for the above legal descriptions is that of the South line of Section 21, T. 42 S., R13W, SLB&M and further described in the plat prepared for Kristy Enterprises by Ferrel L. Campbell.

The right-of-way described in descriptions number 1 and number 2 shall be for ingress and egress to the water well located within the respective easements and includes the right to construct underground power and water lines to and from said wells. It is hereby agreed that all pumping and operating equipment for said wells shall be maintained below the ground level. All rights of ingress and egress herein created shall be subject to the rights of the owners of Grassy Meadows Sky Ranch to utilize the adjacent airstrip. This shall mean that the Grantees of this easement shall have the right of access to the wells on a reasonable basis, but shall yield in all cases to aircraft and shall not cause any obstruction on the airstrip which would endanger the use of the

airstrip by aircraft or otherwise interfere with airport operations.

The right-of-way granted under Descriptions Numbers 2 and 3 shall be for general ingress and egress to properties adjacent to said right-of-way and for the construction and maintenance of underground utilities (including but not limited to water, sewer and power). The granting of these easements shall in no way limit the right of the grantors to dedicate the legal description of numbers 2 and 3 to the county for a public right-of-way at any time in the future.

All parties hereto agree that this Right-Of-Way Agreement is given and accepted in lieu of the effect of all easements referred to in that certain unrecorded Water Well Agreement dated February 5, 1981 and that the Water Well agreement insofar as it attempts to create any easements in any party is null and void. The parties hereto further agree that this Right of Way Agreement does not affect the title to nor nature of waters to be withdrawn from the well mentioned in the Water Well agreement, neither does this agreement affect title to the well site mentioned in paragraph 3a of the unrecorded Water Well Agreement and in that warranty deed executed February 5, 1981 between Kristy Enterprises, Inc. and William F. Longley, et al. and recorded at Book 306 page 691 of the Washington County Recorder's Official Records. However, the parties hereto do agree that the legal description of the well site mentioned in the Water Well Agreement and the Warranty Deed described above shall be:

A fifteen (15) foot by fifteen (15) foot well site being seven and one-half (7.5) feet on either and both sides of the following described centerline:
Beginning at a Point South 629.96 feet and West

697.32 feet from the NE Corner, Section 33, T. 42 S., R. 13 W, SLB&M and running thence 89°50'33" W. 15.0 feet

Witnessed the hand of Grantors this _____ day of 1984.

William F. Longley
William F. Longley

Michael O. Longley
Michael O. Longley

Helene M. Longley
Helene M. Longley

Laura Ellen Longley
Laura Ellen Longley

Larry G. Watts
Larry G. Watts

This Right-Of-Way Agreement is hereby accepted by Grantees.

KRISTY ENTERPRISES, INC.

ATTEST:

Annmarie A. ...
Secretary, Kristy Enterprises Inc.

By Wesley B. Carlson
Its President

Wesley B. Carlson
Wesley B. Carlson

Adam B. Carlson

RECORDED
INDEXED
1994 AUG 20 AM 10:34
265352
WASHINGTON FIELD RECORDER

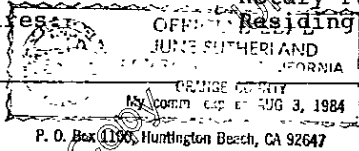
752

STATE OF California)
COUNTY OF Orange) : ss.

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On the 13 day of June, 1984, personally appeared before me William F. Longley the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

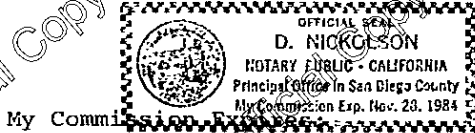
My Commission Expires: 5-3-84



June Sutherland
Notary Public
Residing In: Huntington Beach, Ca

STATE OF California)
COUNTY OF San Diego) : ss.

On the 14th day of June, 1984, personally appeared before me Helene M. Longley the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

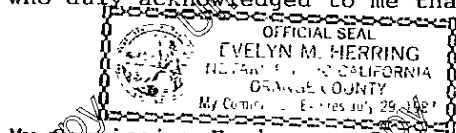


My Commission Expires: 11-28-1984

[Signature]
Notary Public
Residing In: San Diego, Ca.

STATE OF ~~UTAH~~, CALIFORNIA)
COUNTY OF ~~WASHINGTON~~, ORANGE) : ss.

On the 14th day of June, 1984, personally appeared before me Michael O. Longley the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



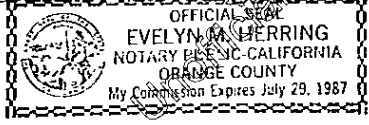
My Commission Expires: July 29, 1987

Evelyn M. Herring
Notary Public
Residing In: SANTA ANA, CA.

STATE OF ~~UTAH~~ CALIFORNIA)
 ORANGE : ss.
COUNTY OF WASHINGTON.)

265352

On the 14th day of JUNE, 1984, personally appeared before me Laura Ellen Longley the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

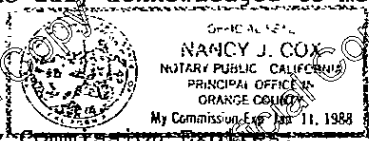


Evelyn M. Herring
Notary Public
Residing In: SANTA ANA,
ORANGE CO. CA.

My Commission Expires:
July 29, 1987

STATE OF California,)
 : ss.
COUNTY OF Orange.)

On the 10th day of June, 1984, personally appeared before me Larry G. Watts, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Nancy J. Cox
Notary Public
Residing In: Orange County California

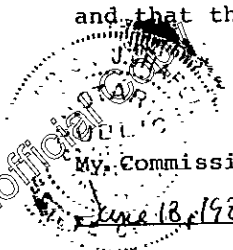
My Commission Expires:
January 11, 1988

STATE OF Utah,)
 : ss.
COUNTY OF Washington.)

On the 25th day of July, 1984, personally appeared before me Steve R. Carter and Howard H. Carter, who being by me duly sworn did say, each for himself, that he, the said Steve R. Carter is the president, and he, the said Howard H. Carter is the secretary of Kristy Enterprises, Inc., and that the within and foregoing instrument was signed in

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behalf of said corporation by authority of a resolution of its board of directors and said Steve R. Carlen and Howard H. Carter each duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

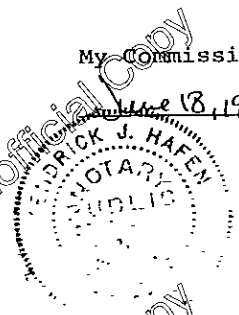


My Commission Expires: June 18, 1988

Randolph Hafer
Notary Public
Residing In: St. George, Utah

STATE OF Utah)
) ss.
COUNTY OF Washington)

On the 30th day of July, 1984, personally appeared Wesley B. Carlson and Deidana A. Carlson the signers of the foregoing instrument, who duly acknowledged to me that ^{they} ~~she~~ executed the same.



My Commission Expires: June 18, 1988

Randolph Hafer
Notary Public
Residing In: St. George, Utah