

Russell Davis  
376 W. 670N. Cir.  
St. George, Ut. 84770

ACCESS AND EASEMENT AGREEMENT

This Agreement made and entered into this 20th day of January, 1994, by and among Spencer Prims, Kenneth J. Prims, and Russell Davis and Delores Davis, or their successors, as Trustees of the Davis Revocable Trust Under Agreement Dated February 17, 1989;

WITNESSETH

THAT WHEREAS, the parties hereto are owners of abutting properties near Veyo, Washington County, State of Utah, situated within the E1/2 NE1/4 and the SE1/4 of Section 6, and the W1/2 NW1/4, the SE1/4 NW1/4, and the NE1/4 SW1/4 of Section 5, all within Township 40 South, Range 16 West, SLB&M, and

WHEREAS, it is known and understood that access is provided presently to all properties owned by the parties by means of rough, meandering roads and truck trails, but the parties realize that at some point in the future such jointly used existing roads and trails will need to be upgraded and formalized to protect the values of their respective properties, and

WHEREAS, such future upgrading, widening and formalizing of said roadways is mutually beneficial to all parties hereto to preserve the value of their respective properties by providing not only access, but even dedicated access and utilities in the event one or all of such parties, their successors and/or assigns decide to upgrade and develop their respective properties.

NOW THEREFORE, in consideration of their mutual covenants and promises, each to the other given, and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. That the rough access roads, as now used, shall continue to be used for the benefit of all the respective properties, such that any existing roadway now used shall have dominant rights over that property of the respective owner being crossed, and such owner's property rights shall be servient to the existing access roadways. (The intent is that the Park right of way shall follow the East side of the Ditch on the old existing road on the Kenneth Prims property).

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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1995 NOV 01 11:00 AM. FEE \$18.00 BY CB  
FOR: DAVIS RUSSELL

2. That there is hereby respectively conveyed and quit-claimed from all parties, to all parties, all the access rights and future development rights herein specified.

3. These such Easements herein conveyed are described as follows: A perpetual, non-exclusive Right of way Easement for ingress, egress, regress, vehicular and pedestrian traffic, and for installation and maintenance of utilities over, under, across and through those properties respectively owned by the parties hereto. The width of said Easement is now confined to the existing width of the rough roads, but there is also hereby conveyed the right to widen, straighten-out, and upgrade to the point that such access and utilities easements are adequate and sufficient to be dedicated and upgraded for dedication to County or Municipal standards in the event any party hereto desires to develop their property.

4. These covenants and promises are binding upon the heirs, executors, and assigns of the parties hereto, and shall run in perpetuity with the land and be appurtenant thereto.

Spencer Prims  
Spencer Prims

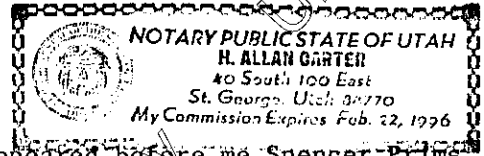
Kenneth J. Prims  
Kenneth J. Prims

DAVIS REVOCABLE TRUST U/A/D Feb. 17, 1989

By Russell Davis  
Russell Davis, Trustee

By Delores Davis  
Delores Davis, Trustee

State of Utah )  
County of Washington ) : ss.

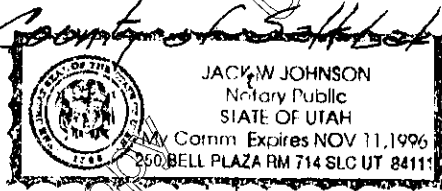


On this 31<sup>st</sup> day of January, 1994 personally appeared before me Spencer Prims, and Russell Davis and Delores Davis, Trustees of the DAVIS REVOCABLE TRUST U/A/D February 17, 1989, the signers of the within instrument who duly acknowledged before me that they executed the same.

Residing: St. George, UT 84770  
Comm. Exp.: 2/22/1996

H. Allan Carter  
H. Allan Carter, Notary Public

*On the 23<sup>rd</sup> day of February 1994 personally appeared before me Kenneth J. Prims.*



Jack W. Johnson  
Notary Public

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