

AGREEMENT FOR RIGHT-OF-WAY AND EASEMENT

This agreement is made this day between Timber Lakes Incorporated, a Utah corporation; Veigh Cummings, an individual (hereinafter: Timber Lakes); and Timber Lakes Property Owners Association, a Utah nonprofit corporation (hereinafter: Association);

WHEREAS, Timber Lakes has developed and established a system of roadways and streets, water lines and proposed utility lines on the property known as Timber Lakes Estates, which roadways and utility lines are shown on plats recorded and on file in the County Recorder's Office of Wasatch County; and

WHEREAS, Timber Lakes has the continuing obligation to maintain and keep in good repair the above described water and utility lines; and

WHEREAS, Timber Lakes requires the right to establish, construct and otherwise lay additional utility lines for gas, electrical, telephone or other future services under the previously established system of roadways and streets; and

WHEREAS, Timber Lakes intends to further develop property it owns which is adjacent to the Timber Lakes Estates property currently shown on plats recorded in the County Recorder's Office of Wasatch County, which further development may have a beneficial and favorable economic effect on the property owned by the members of the Association; and

WHEREAS, Timber Lakes is willing to permit the members of the Association to use certain property at and near the current entry to Timber Lakes Estates, which use Timber Lakes has previously reserved to itself;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) paid by Timber Lakes to the Association and other good and valuable considerations and covenants described herein, the parties agree as follows:

ENTRY NO. 113216 DATE JUNE 16, 1978 TIME 4:59 FEE \$39.00  
 RECORDED BY VEIGH CUMMINGS BOOK 118 PAGE 770-774  
 RECORDER [Signature] BY JOE HUBER

1. The Association grants to Timber Lakes a permanent easement and right-of-way over all existing roadways and streets currently shown on the plats numbered 1 through 14 of Timber Lakes Estates, which plats are on file in the County Recorder's Office of Wasatch County, for the following purposes:

(a) The perpetual right to enter at any time and from time to time and to install, maintain, inspect, protect, repair, rebuild, replace, remove or otherwise operate all existing water and other utility lines, including the right to install additional pipes, valves, fixtures, wires, cables and other necessary lines and appurtenances as Timber Lakes may deem necessary in order to repair, maintain, alter or improve said water and utility lines.

(b) The perpetual right to enter at any time and from time to time to install, maintain, inspect, protect, rebuild, replace, remove, build, construct or otherwise improve additional water lines and other utility lines such as gas, electrical or telephone lines as such improvements are deemed necessary by Timber Lakes, whether said improvements are for the property currently known as Timber Lakes Estates and marked on plats recorded in the Office of the Wasatch County Recorder or whether such improvements are for adjacent properties which may be developed in the future by Timber Lakes.

(c) A perpetual right of access to enter and cross at any time for any and all purposes whatsoever those areas marked on the plats numbered 1 through 14 of Timber Lakes Estates which are recorded with the County Recorder of Wasatch County and are designated as roadways, streets or other means of thoroughfare.

2. The easement and right-of-way described and granted herein is to and shall run with the land and shall be for the benefit and use of Timber Lakes, the developer of the lands affected by this easement and owner of certain adjacent lands, and shall inure to the benefit and use of Timber Lakes, its

PAGE (✓) INDEX (✓) ABSTRACT (✓) PLAT (✓) OTHER (✓)

successors in interest, executors, administrators, assigns and any other person or group of persons who may be hereafter designated by name or description by Timber Lakes or its assigns.

3. The parties further agree that as part of the consideration for this easement, Timber Lakes shall maintain, operate or install the utility systems described herein, both present and future, in such a manner that the operation thereof will not prevent the proper and reasonable use and enjoyment of the roadways, streets and thoroughfares located on Timber Lakes Estates by the Association or its members, except that to the extent that maintenance, construction or installation of utilities performed by Timber Lakes reasonably requires blockage of certain roadways and streets during such periods of repair, maintenance or construction, Timber Lakes shall be permitted to block or otherwise hinder or restrict traffic flow over such roadways and streets.

4. Timber Lakes grants to the Association an easement for access and the right to use all of the now existing roadways indicated as being between plats numbered 2 and 12, Timber Lakes Estates, and located between the bridge crossing Lake Creek and the currently existing sales office of Timber Lakes (but not including the sales office). Timber Lakes further grants to the Association a permanent easement and perpetual right-of-way over the above-described existing roadways and streets from the Lake Creek county road for the purpose of ingress and egress by members of the Association to other areas of Timber Lakes Estates as shown on the now existing plats recorded in the County Recorder's Office of Wasatch County.

5. This agreement shall inure to the benefit of Timber Lakes, its successors in interest, assigns, executors and administrators and to the benefit of the Association and its assigns and successors in interest.

DATED this 16 day of JUNE, 1978.

TIMBER LAKES INCORPORATED

Nancy Lee  
Secretary

By Veigh Cummings  
President  
Veigh Cummings  
Veigh Cummings

TIMBER LAKES PROPERTY OWNERS ASSOCIATION

By Veigh Cummings

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS.

On the 16 day of JUNE, A.D. 1978, personally appeared before me VEIGH CUMMINGS and NANCY LEE who, being by me duly sworn, did say, each for himself, that he, the said VEIGH CUMMINGS, is the president and he, the said NANCY LEE, is the secretary of Timber Lakes Incorporated and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said VEIGH CUMMINGS and NANCY LEE each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

James Robert Smith  
Notary Public  
Residing in SALT LAKE CITY

My commission expires:  
APRIL 17, 1979

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS.

On the 16 day of JUNE, A.D. 1978, personally appeared before me Veigh Cummings, the signer of the within instrument, who duly acknowledged to me that he executed the same.

James Robert Smith  
Notary Public  
Residing in SALT LAKE CITY

My commission expires:  
APRIL 17, 1979

STATE OF UTAH )

COUNTY OF SALT LAKE )

SS.

On the 16 day of JUNE, A.D. 1978, personally appeared before me VEIGH CUMMINGS who, being by me duly sworn, did say that he is the duly authorized representative of Timber Lakes Property Owners Association and that the within and foregoing instrument was signed in behalf of said association by authority from said association and said VEIGH CUMMINGS duly acknowledged to me that said association executed the same.

James Robert White  
Notary Public  
Residing in SALT LAKE CITY

My commission expires:  
April 17, 1979