

RIGHT OF WAY EASEMENT
AND GRANT OF WATER LINE CONNECTIONS

This agreement is made this 28th day of April, 1972, by and between The Brian Head Corporation, a Utah corporation, GRANTOR herein, and Burton K. Nichols and William B. Vasels, trustees for themselves and for Ralph E. Nolf, Nicholas Vasels, Homer Vasels and Ucanco Candy Co., Inc., GRANTEES herein.

GRANTOR is the owner of the following described parcels of land:

1. Lots 5, 6 and 11 in Section 2; and Lot 9 in Section 3, all in Township 36 South, Range 9 West, Salt Lake Base and Meridian, in Iron County, State of Utah, consisting approximately of 154 acres, excluding one acre of land in the Southeast Corner of Lot 11, together with a right of ingress and egress thereto.
2. The N 1/2 NE 1/4 and SE 1/4 NE 1/4 of Section 10; the NW 1/4 NW 1/4 of Section 11, Township 36 South, Range 9 West, Salt Lake Base and Meridian, in Iron County, State of Utah; also the SW 1/4 SE 1/4 of Section 3, Township 36 South, Range 9 West, SLB&M, consisting of approximately 190 acres.
3. The SW 1/4 of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian, in Iron County, State of Utah, consisting of approximately 150 acres

situate in Iron County, Utah, and Burton K. Nichols and William B. Vasels, trustees for themselves and Ralph E.

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Recorded at
Request of
Date JUN 9 1972
C. Alvord
198 M Fee 10.00 N. 123, Page 8054
County Recorder
Jesse L. Alvord
Alvord
Deputy
Proof

Nolf, Nicholas Vasels, Homer Vasels and Ucanco Candy Co.,
Inc., are the owners of the real property described as:

The Northeast quarter of the Northwest
quarter of Section 11, Township 36 South,
Range 9 West, Salt Lake Base and Meridian,
Iron County, Utah.

GRANTEES are desirous of obtaining a right of way
easement from GRANTOR, for ingress and egress toward and
to a public highway, which is situated westerly of the
said real property of Grantees. The closest point is
approximately eight hundred feet (800'), more or less,
from the Northwest corner of the property of Grantees.
Grantees also request eight (8) commercial water line
connections from the water line development on Grantor's
adjacent property. The real property of Grantor surrounds
that of Grantees and the said real property of Grantees is
landlocked without said agreement.

GRANTOR, for and in consideration of the sum of \$1.00
and other good and valuable consideration, receipt of which
is hereby acknowledged, does hereby grant, convey and release
unto GRANTEES, their successors and assigns, a right of way
easement, for ingress and egress for all purposes over and
through the above described real property of GRANTOR,
together with the right to enter the real property, to con-
struct a roadway thereon. The said easement shall be over
a strip of land forty feet (40') in width or such additional
width as may be required by the County of Iron, State of
Utah, to qualify as a public roadway to and from the said

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real property of GRANTEES. The centerline of said easement shall begin at a point on the South line or the West line of GRANTEES' property and shall proceed in a generally westerly direction as the topography permits, with roadway switchbacks as required by the topography, and terminating at a point on the described public highway. The exact location of the centerline shall be fixed by GRANTOR and GRANTEES at reasonable locations as the topography of the lands of GRANTEES and GRANTOR, and development of the real property of GRANTEES requires, and in any event, no later than twenty-four (24) months from the date of execution of this agreement. The terminus on the public roadway shall be situated at a point which is no farther than a reasonable distance from the West line of the said property of GRANTEES, according to said topography and development.

GRANTOR also grants to GRANTEES and will provide at no cost to said GRANTEES, eight (8) commercial water line connections to the borders of GRANTEES' property, or at the option of GRANTOR, from the water line of GRANTOR passing through the real property of GRANTEES.

This agreement and the covenant of each party herein shall be covenants running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

The water line connections are granted subject to availability of connections and subject to approval of the proper regulatory agency and have priority from April 8, 1972.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE BRIAN HEAD CORPORATION

By James A. Kurt
President

ATTEST:
Lawrence E. Key
Secretary

GRANTOR

Burton K. Nichols
Burton K. Nichols

Trustee

William B. Vasels
William B. Vasels

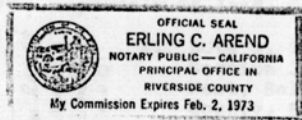
Trustee

GRANTEES

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On April 28, 1972, before me, the undersigned, a Notary Public in and for the said State, personally appeared James A. Rust, known to me to be the President and Lawrence E. Key, known to me to be the Secretary of The Brian Head Corporation, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



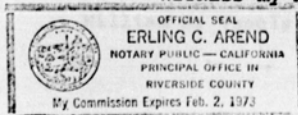
Erling C. Arend

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On April 28, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared Burton K. Nichols and William B. Vasels, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



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163623 *Erling C. Arend*

Notary Public