



A G R E E M E N T

THIS AGREEMENT made and entered into by and between CHARLES EMPEY and KATE EMPEY, his wife, and RULON S. WOOD and LORENA WOOD, his wife, hereinafter referred to as First Parties, and REALTY-INSURANCE COMPANY, a corporation, hereinafter referred to as Second Party,

W I T N E S S E T H:

The First Parties are the owners of certain lands situate in the Northeast Quarter of Section 1, Township 7 North, Range 1 West, Salt Lake Meridian, U. S. Survey, and the Second Party is the owner of land situate in the Northwest Quarter of Section 1, Township 7 North, Range 1 West, Salt Lake Meridian, U. S. Survey, and said land is West of the lands of the First Parties. Second Party desires a right-of-way over lands of the First Parties, and First Parties are willing to grant such right-of-way upon certain conditions hereinafter set out.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein set out, IT IS AGREED as follows:

1. First Parties hereby grant to Second Party a right-of-way over their said lands so situate in Weber County, Utah, which right-of-way is described as follows, to-wit:

A 12 foot right-of-way over a part of the Northeast Quarter of Section 1, Township 7 North, Range 1 West of the Salt Lake Meridian, U. S. Survey, the center line of said right-of-way described as follows: Beginning at a point 2232 feet West and 1461.5 feet South from a certain old fence corner, said fence corner bearing West 12.5 feet and North 38.5 feet from the true Northeast corner of said Section 1, and running thence North 83° 23' West 95 feet to the West line of the road to the Mount Ogden Stake Latter Day Saints Girl Scouts Camp; thence South 51° 07' West 40 feet to an old bridge site; thence South 51° 07' West 120 feet across said river; thence South 7° 08' West 140 feet to a point near the center line of an existing road; thence along the center line of said existing road as follows: South 40° 20' East 90 feet; thence South 26° 17' East 100 feet; thence South 58° 30' East 100 feet; thence South 34° 26' East 30 feet; thence South 25° 00' West 115 feet; thence South 40° 48' West 100 feet; thence South 51° 26' West 170 feet; thence South 36° 03' West 80 feet; thence South 54° 10' West 106 feet to an old fence extending North and South near the West line of said 1/4 Section.

2. Second Party agrees in consideration of granting of said right-of-way as follows:

(a) To construct upon said right-of-way a substantial bridge with concrete abutments over the North Fork of the Ogden River.

(b) To construct and maintain on the East end of said bridge, a substantial gate and to keep the same locked at all times, except when it is opened for use by Second Parties and other parties entitled to the use of the same as herein provided, and to provide keys to the lock of said gate to First Parties and to the abutting property owners, who are authorized to use said right-of-way as herein provided.

(c) To construct a fence on the West Quarter Section line from the South bank of the North Fork of the Ogden River in a Southwesterly direction to a hill which is upon the land of Charles Empey.

(d) To grade and maintain said right-of-way in a good condition at all times.

3. In the granting of this right-of-way, it is understood that the right-of-way is not to be used exclusively by Second Party and its successors in interest, but the First Parties and any other abutting property owners, who may derive title from either of the First Parties shall likewise have the use of said right-of-way.

4. Second Party releases and quit claims to each of the First Parties any claim which it may have for any other right-of-ways over the lands of either of said parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures to this agreement this 30th day of October, 1958.

Charles Empey
John Wood
John Wood
FIRST PARTIES



ATTEST
William C. [Signature]
Secretary

REALTY INSURANCE COMPANY, a corporation
By [Signature]
President
SECOND PARTY

STATE OF UTAH)
) :SS
COUNTY OF WEBER)

On the 30th day of October, 1958, personally appeared before me CHARLES EMPY and KATE EMPY, his wife, and RULON S. WOOD and LORENA WOOD, his wife, four of the signors of the foregoing instrument, who duly acknowledged to me that they executed the same.

Arnold Powell

NOTARY PUBLIC
Residing at Ogden, Utah



My commission expires:
Sept 5th 1961

STATE OF UTAH)
) :SS
COUNTY OF WEBER)

On the 30th day of October, 1958, personally appeared before me Fred Froerer and William Arthur Froerer, who being by me duly sworn, did say that they are President and the Secretary respectively of Realty-Insurance Company, a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Fred Froerer and William Arthur Froerer acknowledged to me that said corporation executed the same.

Arnold Powell

NOTARY PUBLIC
Residing at Ogden, Utah



My commission expires:
Sept 5th 1961

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Recorded Abstracted
Examined Pure

2715 Kiesel Ave.

STATE OF UTAH)
COUNTY OF WEBER) :SS
FILED AND INDEXED FOR
Realty Insurance Co
NOV 3 10 02 AM '58
IN BOOK 694 OF RECORD
PAGE 358-360
AUTH EMMERSON ALLEN
COUNTY RECORDER
Emmerson Allen

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BOOK 1085 PAGE 488

FILED AND RECORDED FOR
E. E. Redford
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RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Ruth Eames Olsen

AGREEMENT

THIS AGREEMENT, being an addendum to that certain agreement dated October 30, 1958, recorded November 3, 1958, at Book 594 of Records, Page 358, Weber County, Utah, between CHARLES EMPEY and KATE EMPEY, his wife, and RULON S. WOOD and LORENA WOOD, his wife, called First parties to REALTY-INSURANCE COMPANY, a corporation, Second Party, made and entered into this 9th day of May, 1975, by and between COSEC AND CO., a partnership, successor in interest to CHARLES EMPEY and KATE EMPEY and RULON S. WOOD and LORENA WOOD, hereinafter designated First party and FROERER CORP., a Utah corporation, successor in interest to REALTY-INSURANCE COMPANY, a corporation, herein designated Second party.

WITNESSETH:

The parties hereto are the successors in interest to those parties to that certain agreement dated October 30, 1958, as hereinabove designated. It is the intention of the parties hereto that the right-of-way described in that agreement dated October 30, 1958 be amended, relocated, and changed as agreed herein provided, however, that all of the remaining terms and conditions set forth in that agreement dated October 30, 1958 shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein set out, it is hereby agreed as follows:

1. Second party hereby quit claims to First party all of the land situate in Weber County, Utah, and more particularly described as follows, to-wit:

A 12 foot right of way over a part of the Northeast quarter of Section 1, Township 7 North, Range 1 West of the Salt Lake Meridian, U. S. Survey, the center line of said right-of-way described as follows: Beginning at a point 2232 feet West and 1461.5 feet South from a certain old fence corner, said fence corner bearing West 12.5 feet and North 38.5 feet from the true Northeast corner of said Section 1, and

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running thence North 83°23' West 95 feet to the West line of the road to the Mount Ogden Stake Latter Day Saints Girl Scouts Camp; thence South 51°07' West 40 feet to an old bridge site; thence South 51°07' West 120 feet across said river; thence South 7°08' West 140 feet to a point near the center line of an existing road; thence along the center line of said Existing road as follows: South 40°20' East 90 feet; thence South 26°17' East 100 feet; thence South 58°30' East 100 feet; thence South 34°26' East 30 feet; thence South 25°00' West 115 feet; thence South 40°48' West 100 feet; thence South 51°26' West 170 feet; thence South 36°03' West 80 feet; thence South 54°10' West 106 feet to an old fence extending North and South near the west line of said 1/4 section.

2. First party hereby grants to Second party a right of way over their lands so situate in Weber County, Utah, which right of way is described as follows, to-wit:

A 12 foot right-of-way over a part of the Northeast 1/4 of Section 1, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: said right-of-way being 6 feet on either side of the following described centerline: Beginning at a point which is 1456.45 feet South and 2236.44 feet West from the Northeast corner of said Section 1, (said Northeast corner is marked by a brass cap under an old existing fence), running thence North 72°16' West 95.00 feet, thence South 45°53'30" West 89.80 feet to a point on the West side of an old bridge across the North Fork River, thence following an old road eight courses as follows: South 45°53'30" West 70.20 feet, South 6°42' West 140.0, South 40°46' East 90.0 feet, South 26°43' East 100.0 feet, South 58°56' East 100.0 feet, South 34°52' East 30.0 feet, South 24°34' West 115.0 feet, and South 40°22' West 15.3 feet to parcel of Weber County.

3. The parties hereto mutually agree and confirm that all of the remaining conditions and terms set forth in that agreement dated October 30, 1958 and recorded November 3, 1958, as referred to above, shall remain in full force and effect.

COSEC AND CO., a partnership

Cosec & Co.

By *[Signature]* Partner.

By *[Signature]* Partner.

FIRST PARTY *[Signature]*

FROERER CORP.

ATTEST:

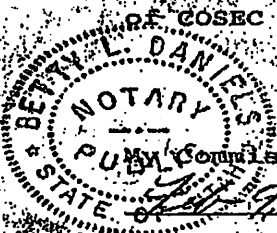
[Signature]
Secretary

By *[Signature]*
President

SECOND PARTY

STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 9th day of May, 1975, personally appeared before me W. W. Dickson & Harold N. Engstrom, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as a partner, with authority, of COSEC AND CO., a partnership.



Betty L. Daniels
Notary Public
Residing at Ogden, Utah

My Commission Expires: July 9, 1978

STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 9th day of May, 1975, personally appeared before me FRED FROERER, JR. and LESTER S. FROERER, who being by me duly sworn, did say that they are the President and Vice-President respectively of FROERER CORP., a Utah corporation, that said instrument was signed in behalf of said corporation and the same FRED FROERER, JR. and LESTER S. FROERER acknowledged to me that said corporation executed the same.

Carol McLatchie
Notary Public
Residing at Ogden, Utah

My Commission Expires: 12/12/78

