

2822965
McGHEE LAND TITLE COMPANY

Recorded JUN 10 1976 at 9:25 m.
Request of McGHEE LAND TITLE COMPANY /3
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 900 By Patricia R. Brown Deputy
REF.

2822965

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 1976, by and between COUNTRY CLUB MOBILE ESTATES, LTD., a Limited Partnership, hereinafter referred to as "First Party", and ARTHUR WALTON, Trustee, JAMES C. WALTON and SHAROL D. WALTON, his wife, FLORENCE A. WALTON, and GRANT W. MAXWELL and FLORENCE MAXWELL, his wife, hereinafter referred to as "Second Parties".

W I T N E S S E T H :

WHEREAS, First Party is the owner in fee simple title of the following described parcel of land situated in Salt Lake County, State of Utah, upon which First Party has constructed a mobile home park, to-wit:

Beginning at a point on the Westerly right-of-way line of the Cottonwood Diagonal Expressway, said point being North 406.83 feet and East 1427.43 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 39° 06' 10" East along said Westerly right-of-way line 1289.05 feet to the West right-of-way line of 1300 East Street; thence South 0° 07' West along said West right-of-way line 565.77 feet; thence North 88° 15' West 941.72 feet; thence North 301.62 feet; (thence West 78.80 feet;) thence North 24° 12' West 682.03 feet; thence North 14° 40' West 716.01 feet; thence North 85° 08' East 102.94 feet; thence South 14° 25' East 133.22 feet; thence North 84° 49' East 456.41 feet to the point of beginning,

hereinafter referred to as "Parcel A"; and

WHEREAS, Second Parties are the owners in fee simple title of various parcels of land in Salt Lake County, State of Utah, situated adjacent to and to the west of Parcel A, which parcels are collectively described as follows, to-wit:

Beginning at a point which is 401.611 feet South 88° 16' 21" East, 154.56 feet North 28° 20' East; 130.20 feet North 28° 40' East from a county monument located at the intersection of the monument

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lines of 5290 South Street and 1120 East Street (Said monument being North 89° 57' 30" West 358.62 feet to a second county monument; thence South 0° 07' West 1897.756 to a third county monument; thence North 88° 16' 21" West 1391.81 feet from the East quarter corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian); running thence North 39° 00' West 123.65 feet; thence South 79° 20' West 99.546 feet to the center line of a ditch; thence along center line of said ditch to a point North 31° 41' 15" West 229.51 feet; thence continuing along said center line North 1° 52' 39" East 228.001 feet to a steel fence; thence South 88° 14' East 451.0 feet along fence; thence South 88° 18' East 7.841 feet; thence South 13° 48' West 205.825 feet; thence South 20° 55' East 109.315 feet; thence South 56° 58' East 126.37 feet; thence South 66° 38' 12" West 288.711 feet; thence South 28° 40' West 1.52 feet to the point of beginning,

hereinafter referred to as "Parcel B"; and

WHEREAS, Parcel A is subject to and burdened by a 20 foot wide right-of-way of ingress and egress for the benefit of Parcel B, over and across the north 20 feet of the following described parcel of land comprising a part of Parcel A, to-wit:

Beginning at a point on the Northerly right of way line of 5290 South Street, said point being 347.21 feet South 89° 47' 55" West along the Section line and 772.01 feet North 0° 07' East along the center line of 1300 East Street and 511.50 feet North 88° 17' 54" West along the Northerly right of way line of 5290 South Street from the Southeast corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 88° 17' 54" West 484.61 feet along the Northerly right of way line of said 5290 South Street, thence Northeasterly along the existing fence line as follows: North 26° 55' East 258.47 feet; North 67° 27' East 292.70 feet; North 56° 58' West 129.38 feet, North 20° 44' West 109.3 feet, North 13° 59' East 202.00 feet, thence along an existing chain link fence South 88° 15' East 667.487 feet to the Westerly right of way line of 1300 East Street, thence South 0° 07' West 379.50 feet along said Westerly right of way line, thence North 88° 18' West 306.35 feet; thence North 87° 01' West 63.20 feet; thence North 88° 59' West 112.17 feet, thence South 2° 43' East 139.16 feet, thence South 1° 11' West 197.17 feet to the point of beginning, and

WHEREAS, the said 20 foot wide right of way is more particularly described with regard to the foregoing property as follows:

Beginning at the northwest corner thereof and running thence South 89° 18' East 535.5 feet; thence South 1° 45' West 20.0 feet; thence

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North 88° 15' West 539.94 feet; thence North
13° 59' East 20.46 feet to the place of
beginning

hereinafter referred to as the "Subject Right-of-Way"; and

WHEREAS, First Party desires that Second Parties suspend the use of a portion of the subject right-of-way in consideration of the granting to Second Parties of a revocable license providing for ingress and egress to Parcel B over and across a different portion of Parcel A, on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. SUSPENSION OF RIGHT-OF-WAY. The use by Second Parties, the successors and assigns, of the easternmost 493.0 feet of the Subject Right-of-Way shall be and the same is hereby suspended so long as the license granted to Second Parties in paragraph 2 hereof has not been revoked. During such period of suspended use First Party may landscape the easternmost 493.0 feet of the Subject Right-of-Way but shall not place nor erect any structure or other improvement thereon without the consent of Second Parties, their successors or assigns.

2. GRANT OF LICENSE.

A. In consideration of the suspension by Second Parties, their successors and assigns, of the use of the easternmost 493.0 feet of the Subject Right-of-Way, as provided for in paragraph 1 hereof, First Party hereby grants and conveys to Second Parties, their successors and assigns, a revocable and non-exclusive license to use the private street of First Party on the north side of Parcel A which extends westerly from 1300 East Street for the purpose of gaining ingress and egress to Parcel B.

B. In the event First Party, its successors or assigns, at any time hereafter revokes the license herein granted, the right of Second Parties, their successors and assigns, to use the easternmost 493.0 feet of the said 20 foot wide right of way shall thereupon

automatically be re-instated and Second Parties, their successors and assigns, shall thereafter have the right to use the said right of way for ingress and egress to and from Parcel B.

C. Revocation of the said license herein granted shall be accomplished by First Party, its successors or assigns, if such be the case, by delivering written notice of such revocation to the owners of Parcel B who appear as record owners thereof in the Salt Lake County Recorder's Office at the time of such revocation.

3. HEIRS, SUCCESSORS AND ASSIGNS: This agreement shall inure to and be for the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this agreement is executed the day and year first hereinabove written.

WITNESS:

COUNTRY CLUB MOBILE ESTATES, LTD.,
a Limited Partnership

[Signature]

By [Signature]
C. S. WATKINS, General Partner

"FIRST PARTY"

WITNESS:

[Signature]

[Signature]
ARTHUR WALTON

[Signature]

[Signature]
JAMES C. WALTON

[Signature]

[Signature]
SHAROL D. WALTON

[Signature]

[Signature]
FLORENCE A. WALTON

[Signature]

[Signature]
GRANT W. MAXWELL

[Signature]

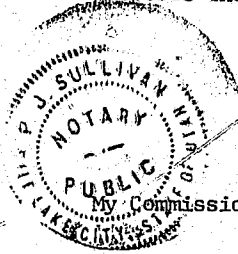
[Signature]
FLORENCE MAXWELL

"SECOND PARTIES"

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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 7th day of June, 1976, personally appeared before me C. S. WATKINS, who being by me duly sworn, did say that he is the General Partner of COUNTRY CLUB MOBILE ESTATES, LTD., a Limited Partnership, and that he executed the within and foregoing instrument for and on behalf of said Partnership for the purposes therein stated.

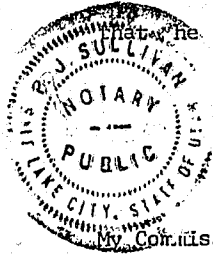


P. J. Sullivan
Notary Public
Residing in Salt Lake County, Utah

My Commission Expires: April 16, 1980

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 7th day of June, 1976, personally appeared before me ARTHUR WALTON the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



P. J. Sullivan
Notary Public
Residing in Salt Lake County, Utah

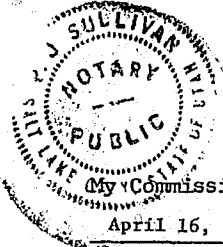
My Commission Expires: April 16, 1980

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 7th day of June, 1976, personally

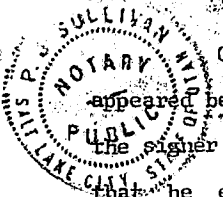
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appeared JAMES C. WALTON and SHAROL D. WALTON, his wife,
the signer of the foregoing instrument, who duly acknowledged to me
that he signed the same.



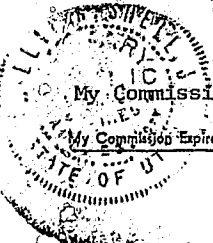
J. Sullivan
Notary Public
Residing in Salt Lake County, Utah

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)



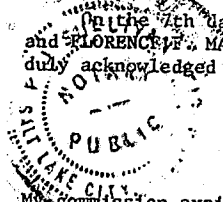
On the 7th day of June, 1976, personally
appeared before me Florence A. Walton,
the signer of the foregoing instrument, who duly acknowledged to me
that he executed the same.

Phillip A. Smith, Jr.
Notary Public
Residing in Salt Lake County, Utah



STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 7th day of June, 1976, personally appeared before me GRANT W. MAXWELL
and FLORENCE A. MAXWELL, his wife, the signers of the foregoing instrument who
duly acknowledged to me that they executed the same.



J. Sullivan
NOTARY PUBLIC

My commission expires: April 16, 1980
Residing in Salt Lake City, Utah

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