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A G R E E M E N T

Recorded OCT 31 1973 9:12 AM
Request of U. A. Black
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 350 By Bowen
1147 So 1300 East
84105

THIS AGREEMENT made this 30 day of October, 1973, by and between CARMON A. BLACK and MARGARET H. BLACK, his wife, hereinafter called "Blacks" and Oquirrh Associates, a partnership, hereinafter called "Oquirrh".

W I T N E S S E T H:

WHEREAS, Blacks are the record owners of the following described property situate in Salt Lake County, State of Utah:

COMMENCING at the Southeast corner of Lot 1, Block 36, Plat "B", Salt Lake City Survey, and running thence West 13.25 rods; thence North 10 rods; thence East 13.25 rods; thence South 10 rods to beginning...

upon which property is located the Sizzler Restaurant which is owned by the Blacks; and

WHEREAS, Oquirrh is the record owner of the following described property situate in Salt Lake County, State of Utah:

Commencing at the Southeast corner of Lot 8, Block 36, Plat B, Salt Lake City Survey, and running thence West 25 rods; thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 20 rods; thence South 10 rods to the point of beginning. Contains 1.40 acres.

which property is adjacent to the Black property on the north thereof and upon which property is located a building on the south portion thereof with a parking area in the rear thereof; and

WHEREAS, heretofore the parties hereto have had an arrangement whereby Oquirrh has permitted patrons of Black to park motor vehicles during the nighttime in the parking area of the Oquirrh property and the Blacks have permitted Oquirrh and its customers to get to and from the parking area on the Oquirrh property by transversing the west approximate 16 feet of the Black property herein described; and

WHEREAS, subject to the conditions hereinafter set forth, it is the desire of the parties that said arrangement continue;

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

1. It is agreed that any use which hereafter made by Blacks of the parking area on the Oquirrh property is permissive only and not adverse and that no right shall be acquired by such use.

2. It is agreed that any use which is hereafter made by Oquirrh and its customers of the Blacks property is permissive only and not adverse and that no right shall be acquired by such use.

3. It is agreed that either party hereto may terminate the use by the other of his property by giving to the other a thirty (30) day written notice.

4. Blacks do hereby disclaim any interest in the Oquirrh property herein described.

5. Oquirrh does hereby disclaim any interest in the Blacks property herein described.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Carmon A. Black
CARMON A. BLACK

Margaret H. Black
MARGARET H. BLACK, his wife

OQUIRRH ASSOCIATES

By Stephen W. Harmsen
Partner

State of Utah)
(ss
County of Salt Lake)

On the 31st Day of October, 1973, personally appeared before me STEPHEN W. HARMSEN, who, being by me duly sworn, did say that he is a partner, of OQUIRRH ASSOCIATES, a partnership, and that said instrument was signed by him on behalf of said partnership, and said STEPHEN W. HARMSEN the signer of the above instrument acknowledged to me that said partnership executed the same.

Thomas A. Morris
NOTARY PUBLIC, Residing in Salt Lake City, Utah

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