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MAIL TO Magna Inv. & Dev. Co.
2015 So. 3rd East

BOOK 1376 PAGE 485

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Recorded DEC 21 1956 at 2:23 p.m.
Request of _____
Fee Paid. Hazel Tarrant Chase.
Recorder, Salt Lake County, Utah
AGREEMENT \$ 2.70 By Armond Deputy
Book _____ Page _____ Ref. _____

THIS INDENTURE, made and executed in quadruplicate this 20th day of Dec December, 1956, by and between MAGNA INVESTMENT & DEVELOPMENT COMPANY, a Partnership, hereinafter referred to as First Party, CANNON PAPANIKOLAS CONSTRUCTION COMPANY, hereinafter referred to as Second Party, GEORGE ZUPAN and MARY ZUPAN, his wife, of Salt Lake County, State of Utah, hereinafter referred to as Third Party, and Richard D. Worthen SA. and Dorothy D. Worthen, his wife, of Salt Lake County, State of Utah, hereinafter referred to as Fourth Party. 83

W I T N E S S E T H:

WHEREAS, all of the aforesaid parties are owners of abutting properties located within the Northwest quarter of Section 8, Township 3 South, Range 1 East, Salt Lake Base & Meridian, Salt Lake County, State of Utah, which lands have a boundary common to the West boundary line of WHITE CITY NO. 1, a subdivision, and

WHEREAS, certain irregularities and discrepancies exist between the deed descriptions and the existing fence lines as disclosed by a survey of said lands, and

WHEREAS, the parties have mutually consented and agreed that in the interest of harmony and the present and future developments of their respective parcels of land, to re-locate the present fence which is now in an irregular line located a few feet East of the West line of the property owned by First Party and Second Party.

NOW THEREFORE, in consideration of the premises and the benefits now existing and hereafter to be derived and the mutual covenants and promises herein contained, the parties do hereby specifically covenant and agree, one with the other, that the aforesaid fence shall be expeditiously removed and re-located, at the sole expense of First Parties and Second Parties, so as to establish the same along the East line of the 5 foot utility easement of Lots 44 to 55, inclusive, of WHITE CITY SUBDIVISION NO. 1, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, State of Utah.

It is further recognized and agreed that Third Party and Fourth Party claim no right, title, or interest in and to the fee title of Lots 44 to 55,

inclusive, of the aforesaid WHITE CITY SUBDIVISION NO. 1, and it is further covenanted and agreed by and between the parties hereto, that the re-located fence line as herein agreed shall be permitted to be maintained along the line and course hereinabove stated for so long a period as the now existing irrigation ditch abutting said fence line on the West shall be used by said Third Party and Fourth Party or their successors in interest. Provided, however, that in the event said irrigation ditch shall ever be abandoned or removed, the license hereby granted for the retention of said fence over and across that portion of Lots 44 to 55, inclusive, as aforesaid, shall terminate and cease and said First Party and Second Party shall have the full right and privilege to remove said fence line so as to make the same conform with the deed descriptions of the respective parcels involved herein.

The parties specifically covenant and agree that the terms and conditions of this Agreement shall be binding upon their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the respective parties have hereunto affixed their signatures this 20th day of December, 1956.

George Zupan
George Zupan

Mary Zupan
Her cross witness by Dan Zupan
Mary Zupan

Richard D. Worthen Sr.
Richard D. Worthen Sr.

Dorothy D. Worthen
Dorothy D. Worthen

MAGNA INVESTMENT & DEVELOPMENT COMPANY

By Wick E. Papanikolas
Partner

CANNON PAPANIKOLAS CONSTRUCTION COMPANY

By Wick E. Papanikolas

Witness George Zupan, Jr.

BOOK 1376 PAGE 487

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

On the 20th day of December A. D. 1956, personally appeared before me NICK E. PAPANIKOLAS who being by me duly sworn did say that he is a member of the firm of CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, a partnership, and that said instrument was signed in behalf of said partnership by authority of the articles of the partnership and said NICK E. PAPANIKOLAS acknowledges to me that said partnership executed the same.

N. Gayle Nielson
Notary Public at
Salt Lake City, Utah

My Commission expires 4/21/59