

498

F-W-2431 Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to _____ Address 717 North Main
Alpine, Ut 84004

WARRANTY DEED

BOYD G. HOLBROOK AND HILDA C. HOLBROOK, Trustees grantor
of _____, County of _____, State of Utah, hereby
CONVEY and WARRANT to
NATHAN TERRY

of _____, State of Utah grantee
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS ----- for the sum of
DOLLARS,

the following described tract of land in Wasatch County,
State of Utah:

All of Lot 5 A, Plat No. 2, K & J SUMMER HOMESITE according to the official plat
thereof, recorded in the office of the County Recorder of Wasatch County, Utah.

ENTRY NO. 162713 DATE 10-31-92 TIME 1535 FEE 9.00
RECORDED FOR FOUNDERS BOOK 248 PAGE 498-500
RECORDER JOE DEAN HUBER BY: LIZ PARCELL

PAGE INDEX ABSTRACT PLAT CHECK

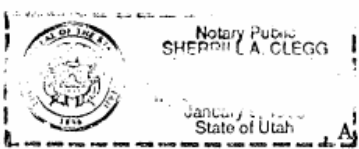
SUBJECT TO easements, restrictions, reservations and rights of way appearing
of record.
TOGETHER WITH all improvements thereon and appurtenances thereunto belonging.

WITNESS, the hand of said grantor, this _____ day of
April, A. D. 19 92

Signed in the Presence of

Boyd G. Holbrook
Boyd G. Holbrook, Trustee
Hilda C. Holbrook
Hilda C. Holbrook, Trustee

STATE OF UTAH, }
County of SALT LAKE } ss.



On the 27th day of April, A. D. 19 92
personally appeared before me Boyd G. Holbrook Trustee

Hilda C. Holbrook, Trustee
the signer of the within instrument, who duly acknowledged to me that they executed the
same.

Sherrill A. Clegg
Notary Public.

My commission expires 1-9-96 Residing in Salt Lake City, Ut.

AGREEMENT FOR MODIFICATION
OF CONSTRUCTION RESERVATION

THIS AGREEMENT FOR MODIFICATION OF CONSTRUCTION RESERVATION ("Agreement"), is entered into this 13 day of October, 1992, by and between Boyd G. Holbrook and Hilda C. Holbrook, as individuals and as trustees, with full power to sell, encumber, and convey, their successors and assigns (hereinafter collectively "Holbrook"), and Nathan Terry, his successors and assigns (hereinafter collectively "Terry").

RECITALS

- A. On or about March 23, 1992, Holbrook and Terry executed that certain Earnest Money Sales Agreement, whereby Holbrook, as the current owner, agreed to sell, and Terry agreed to purchase Lot 5A K&J Summer Homesites, Wasatch County, Utah ("Lot 5A"). Holbrook owns Lot 4A, K&J Summer Homesites, which is adjacent to Lot 5A;
- B. Holbrook has reserved unto themselves a right which would allow for the construction of a power line, water line, and/or road right of way across the Eastern portion of said property (Lots 4A and 5A);
- C. In order to close the purchase/sale of Lot 5A, Holbrook and Terry wish to enter into this Agreement to modify the subject construction reservation.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

AGREEMENT

1.0 The RECITALS are hereby incorporated by this reference.

2.0 Holbrook and Terry hereby agree to modify that certain construction reservation contained in that certain Warranty Deed, dated October 15, 1962, and recorded November 7, 1962, in Book 44, at Page 326, Wasatch County Recorder. The modification shall be as follows:

Holbrook, their successors and assigns, and Terry, his successors and assigns, hereby agree that any such right to construct a power line, water line and/or road across either or both of Lot 4A and Lot 5A, K&J Summer Homesites, as reserved to Holbrook by virtue of the above referenced Warranty Deed, is hereby extended to include

Terry; provided, however, that prior to the exercising of such right by either party, such proposed construction must be first approved, in writing, by both Holbrook and Terry.

3.0 The parties hereto agree that this Agreement shall have no affect upon any such roads, power or water lines which currently lie upon, or cross over, either Lot 5A or Lot 4A.

4.0 The parties hereto agree that this Agreement shall be appurtenant to, and run with, each of Lot 4A and Lot 5A, K&J Summer Homesites. The parties further agree that a Notice of this Agreement may be recorded as against both Lot 4A and Lot 5A.

5.0 The parties hereto agree that this Agreement may not be modified except by a mutually signed instrument for this purpose.

DATED this 1 day of October, 1992.

HOLBROOK

TERRY

Boyd G. Holbrook
Boyd G. Holbrook

Nathan Terry
Nathan Terry

Hilda C. Holbrook
Hilda C. Holbrook

I Am Notarizing
Nathan Terry Signature
Only
Allen A. Johanson

