

1870591 BOOK 1966 PAGE 297

Recorded SEP 21 1962 at 10:31 a.m.  
TITLE INSURANCE AGENCY OF UTAH, INC.  
Request of Fee Paid, Nellie M. Jack  
Recorder, Salt Lake County, Utah  
By *[Signature]* Deputy

AGREEMENT IDENTIFYING DESIGNATED AREAS

THIS AGREEMENT WITNESSETH that by Warranty Deed recorded in the office of the County Recorder of Salt Lake County, Utah as Instrument Number 1329614, in Book 1007, at Page 169, Grantors Oren A. Nelson and his wife Marian H. Nelson, and Emery G. Nelson, then a single man, did segregate from premises retained by said grantors and called the South Fourplex, other premises called the North Fourplex, which said North Fourplex premises were conveyed to Joseph W. Arnold and his wife, Ethel W. Arnold, grantees.

Said Instrument 1329614 is made part of this agreement by reference, and after the date of its being recorded on May 14, 1953, one of said grantors, Emery G. Nelson, married Mae L. Nelson, now his wife, and said last named wife and said grantors aforementioned do join in this agreement and are herein collectively called Nelsons. Subsequent to said recording one of said grantees, namely Joseph W. Arnold, alienated all his interest in said property, and other Grantee, namely Ethel W. Arnold, hereinafter called Arnold, became and is the sole owner of said South Fourplex and appurtenances thereto, all of which are collectively called hereafter North Fourplex; and all premises retained and now owned by said Nelsons are in Liberty Park Addition, to wit the West 97 feet of Lots 64, 65, and 66, together with all appurtenances thereto, are hereinafter called South Fourplex. All property heretofore and hereafter referred to is located in Liberty Park Addition of Salt Lake County, State of Utah.

By the terms of said Instrument 1329614 there was specifically reserved "unto the occupants of said South Fourplex parking space for four passenger automobiles, deployed as Grantees herein shall designate" and further "reserving unto the occupants of the South Fourplex space for four dry garbage cans" and it is the purpose of this Agreement to identify: "parking space" and said "space for four dry garbage cans" thus reserved.

Nelsons desire that Arnold deploy specifically and designate parking areas by metes and bounds, and that Arnold accept a burden of garbage can space for the Fourplex tenants on her right of way, WHEREFOR

In consideration of the premises and mutual covenants herein

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contained it is mutually agreed as follows concerning:

#### PARKING SPACE

It is mutually agreed that the Parking Space reserved shall consist of two parking areas, North and South respectively, each of said parking areas to consist of two stalls, each stall to be of a size to accommodate the parking of a passenger automobile. Each parking area is restricted on the west by a planted steel pipe at the Westerly end of each parking area. To assist in parking deployment there are five other markings on the ground, each consisting of a steel stake buried in the center of a concrete block, said block being about 13 inches in diameter with an above-the-ground convex top surface, the center of which constitutes a monument point, (called "plug").

The North Parking Area is in the form of a parallelogram and is described by metes and bounds as follows:

North Parking Area Beginning South 17.5 feet from the North-east corner of Lot 61 of said addition, and running thence West 14.0 feet; thence north  $28^{\circ} 57'$  West 20.0 feet to the North line of said Lot 61, thence East 14.0 feet; thence South  $28^{\circ} 57'$  East 20.0 feet to the point of beginning.

The South Parking Area is a pentagonal plot bounded by five straight courses described by metes and bounds as follows:

South Parking Area Beginning South 6.0 feet from the Northeast corner of Lot 63 of said addition and running thence West 34.0 feet; thence North 9.0 feet; thence North  $65^{\circ} 39'$  East 17.0 feet to the South vertex of said pentagon; thence South  $70^{\circ} 30'$  East 19.65 feet to the East line of said Lot 63; thence South 10.0 feet to the point of beginning.

The pentagon is monumented on the ground as follows: Its South side is parallel and next North of a cinder-block garage and said South side commences on the West side of the public alley and continues West about 34 feet, thence the Western side of said pentagon takes a due North course for 9 feet running through said steel pipe (which is located about two feet

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North of said garage) and terminates in a plug about 9 feet North of said garage, from whence another course takes off in a Northeasterly direction terminating in the North vertex plug of said pentagon from whence another course takes off in a Southeasterly direction terminating at said public alley, thence along the West side of said alley to the point of beginning.

Near the center of said pentagonal plot is a stall-separating-plug located at a point about  $8\frac{1}{2}$  feet Southeasterly from the North vertex of the South Parking Area, and the north side of the automobile parked in the stall to the Southeast of this separating marker shall be deployed within 18 inches distance therefrom.

Both parties to this agreement have vested interests in the strip of land consisting of the North 6 feet of the East 60 feet of Lot 63 of said Addition, and we do jointly agree to accept the burden of the South Parking Area insofar as said South Parking Area incorporates part of said 60 X 6 foot strip of land.

Nelsons acknowledge that Arnold has herein designated unto occupants of the South Fourplex space for four passenger automobiles and that said designation is reasonable and fair. Nelsons covenant that they will not park outside the confines of said two Parking Areas and the stalls therein designated. Arnold grants to Nelsons a right of ingress and egress to and from said parking areas provided they faithfully observe their said covenant of parking confinement.

#### GARBAGE CANS

Said Instrument 1329614 reserved unto occupants of the South Fourplex "space for four dry garbage cans" which space was by original practice reserved on the Northeast corner of Arnold's property, but during recent years Arnold has yielded part of her right-of-way space (2 feet by 8 feet) for the convenience of the South Fourplex occupants, thereby accomodating them with a shorter hall.

Said 2 feet by 8 feet last mentioned is herein called Standard Garbage Space.

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Nelsons desire to exchange the original reservation for the reservation of the said Standard Garbage Space, and Arnold agrees to said exchange. It is agreed that four square feet is a fair and reasonable space for parking each garbage can, and that the said "space for four dry garbage cans" reserved unto the occupants of the South Fourplex shall forever hereafter be the Standard Convenience Space which is described as follows:

Commencing at a point 6 feet South and 34 feet West of the Northeast Corner of said Lot 63, thence West 8 feet, thence North 2 feet, thence East 8 feet, thence South 2 feet to point of beginning.

Nelsons do hereby accept said Standard Convenience Space in satisfaction and fulfillment of the Garbage Can Space Reservation provided in Instrument 1329614 and disclaim any and all other rights or reservations on Arnold's said property for parking garbage or garbage cans, and Arnold does hereby quit-claim unto Nelsons said Standard Convenience Space for dry garbage cans, forever.

Additional Garbage Spaces on Arnold's Right of Way will be conditionally permitted as follows:

A Square Garbage Space: A 2 feet by 2 feet square contiguous to the fence and to the South 2 feet of said Standard Convenience Space, and an Oblong Garbage Space 2 feet wide and 6 feet long (Length E and W) parallel and adjoining said Standard Convenience Space next West of said Steel post.

Nelsons are hereby granted permission to use also said Additional Garbage Spaces for dry garbage in cans so long as their garbage and the garbage of their tenants, agents and guests is confined in closed containers on and within the Standard, the Square and the Oblong garbage spaces thusly provided; and the Nelsons do hereby covenant to contain all garbage to said garbage spaces, and Arnold agrees to revoke permissive rights to the Additional Garbage Spaces only if said last mention covenant of containment is violated.

The covenants heretofore contained are herewith acknowledged as Covenants running with the Land, and shall be binding on the owners and occupants of the respective properties involved, and their heirs, executors, administrators and assigns forever.

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IN WITNESS of the foregoing covenants of agreement we have hereto  
subscribed our names this 18 day of September, 1962.

Ethel W. Arnold  
Ethel W. Arnold

Oren A. Nelson  
Oren A. Nelson

Marian H. Nelson  
Marian H. Nelson

Emery G. Nelson  
Emery G. Nelson

Mae L. Nelson  
Mae L. Nelson

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On the 18 day of September, 1962 personally appeared before

me Ethel W. Arnold, ~~the wife~~, signer of the foregoing instrument, who duly  
acknowledged to me that she executed the same.



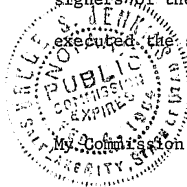
J. S. Nelson  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires May 3, 1963.

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On the 20<sup>th</sup> day of September, 1962 personally appeared before

me Oren A. Nelson, Marian H. Nelson, Emery G. Nelson, and Mae L. Nelson,  
signers of the foregoing instrument, who duly acknowledged to me that they  
executed the same.



J. S. Nelson  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires May 3, 1963.