

AGREEMENT

This agreement entered into this 24th day of Feb. 1966, by and between MAGNUM TRUSTS, INC., a Utah corporation, hereinafter known as MAGNUM, and VERN GODWIN and VONDA GODWIN, his wife, hereinafter known as GODWIN, all of Salt Lake County, Utah;

WITNESSETH

WHEREAS, MAGNUM owns a property, in Granger, Utah on 3500 South Street described as follows:

Beginning at a point South 89°53'20" West 125.00 feet from the Southeast corner of Lot 8, Westbrook Estates Subdivision, a subdivision of part of the Southwest 1/4 of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°05'25" East 125.00 feet to the North line of 3500 South Street; thence South 89°53'20" West 95.00 feet along said North line of Street; thence North 0°05'25" West 125.00 feet; thence North 89°53'20" East 95.00 feet to the point of beginning;

and GODWIN owns property in Granger, Utah at 3080 South Street described as,

Beginning at a point N 89°53'20" E., 577.10' from the Southwest corner of Section 38, T1S, R1W Salt Lake Base and Meridian 158.0'; thence S. 89° 53'20" W 25.0'; thence S 0°05'25" E 158.0' to the point of beginning;

Subject to a right-of-way of 3500 South over the South 33.0' thereof;

which properties are adjacent; and

WHEREAS, MAGNUM has constructed a building on its premises and blacktopped the area in front of said building; and whenever there is a storm water accumulates thereon and runs onto the premises belonging to GODWIN: and, it is necessary for GODWIN to construct and maintain a drain to carry water off his property;

WHEREAS, the property of GODWIN is too narrow to permit proper maneuvering of passenger vehicles, and as the State Road Commission does not permit vehicles to back onto 3500 South Street GODWIN is desirous of obtaining ingress and egress across MAGNUM's adjoining property; and

WHEREAS, both parties desire to solve their problems in connection with the use of their properties;

NOW THEREFORE, in consideration of the premises and \$10.00 in hand paid each to the other, receipt of which is hereby acknowledged, the parties agree as follows:

*Handwritten notes:*  
V.S.  
V.C.  
Alaska H.P.

1. GODWIN shall construct and maintain adequate ~~grate and drain systems for both properties and connect same to the existing county sewer system.~~ *grate and connect same to the existing county sewer system.* GODWIN shall resurface his property in such a manner as to take the drainage of water from MAGNUM's property. The drainage system and resurfacing shall be constructed and maintained by GODWIN in a manner satisfactory and acceptable to the State and at the sole cost and expense of GODWIN.

Recorded at Request of *Vern Godwin*  
at 4:23 PM Fee Paid \$4.50 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah  
Dep. Date *4983 West 3500 So. City 84120*  
MAR 1 1966

2. MAGNUM hereby grants unto GODWIN a non-exclusive right of ingress and egress upon and across its property, which right shall not include the right to park vehicles on the property of MAGNUM. GODWIN hereby grants unto MAGNUM a similar non-exclusive right of ingress and egress over and across its property. GODWIN shall construct a drive approach continuous with the east property line of the MAGNUM property for the mutual use and benefit of the parties hereto and GODWIN shall obtain the maximum curb cut available for the property facing South Street.

3. Each of the parties will keep and maintain their respective property in such a manner that it will not interfere with, or in any way reflect on, the use of the property belonging to the other party or in any manner depreciate the value of the property belonging to the other party.

4. It is hereby acknowledged that a self-service gasoline pump has been instituted toward the East property line of MAGNUM's property and GODWIN AGREES that the operation and maintenance thereof shall not be construed to be contrary to the provisions contained herein.

5. If it becomes necessary for either party to employ an attorney to enforce any of the provisions and terms of this agreement, the party in default will pay all costs and attorney's fees incurred in obtaining enforcement of this agreement.

Attest:

MAGNUM TRUSTS, INC.

*J.P. Bryant*  
Secretary  
(Corporate Seal)

*John R. Jones*  
President

*Vern Godwin*  
Vern Godwin

*Vonda Godwin*  
Vonda Godwin

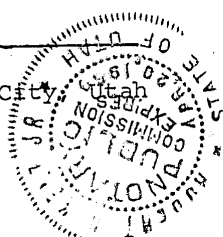
STATE OF UTAH, )  
                          ) ss,  
COUNTY OF SALT LAKE)

On the 24<sup>th</sup> day of FEB., 1966, A. D...  
personally appeared before me John R. Jones and J.P. Bryant  
J.P. Bryant who being by me duly sworn did say, each for himself, that he, the said John R. Jones is the president, and he, the said J.P. Bryant is the secretary of MAGNUM TRUSTS, INC., that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said John R. Jones and J.P. Bryant each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

July 1, 1968 428-69

*John R. Jones*  
Notary Public  
Residing at: Salt Lake City



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

On the 1st day of March, 1966, personally appeared before me VERN GODWIN and VONDA GODWIN, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



My Commission Expires: July 1, 1968

J. Lothaire A. Rich  
Notary Public  
Residing at: Salt Lake City, Utah

ACCEPTANCE BY LESSEE

THE SOUTHLAND CORPORATION, the lessee of the MAGNUM property, acknowledges that it has read the foregoing agreement and as lessee agrees to be subject to the conditions set forth therein and to interpose no objection to said agreement.

THE SOUTHLAND CORPORATION

By M. Cochran Jr.  
Vice President