

2387778

MAY 26 1971

Recorded at 11:38 A.M.
Request of JARDINE, Baldwin, Pevitta
Fee Paid JERADEAN MARTIN BROWN
Recorder, Salt Lake County, Utah
\$ 6.42 By [Signature] Deputy
Ref. 900 EL PASO NATURAL GAS Bldg.

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of April, 1971, by and between GH, INC., a Utah Corporation, hereinafter referred to as "Grantor" and VALLEY BANK INVESTMENT COMPANY, a Utah Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

WHEREAS, Grantor is the owner of the following described real property situated in the City of Granger, County of Salt Lake, State of Utah, to-wit:

Commencing 480 feet West from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence West 356.00 feet; thence South 990 feet; thence East 836 feet; thence North 195 feet; thence West 370 feet; thence North 233.6 feet; thence East 40 feet; thence North 132 feet; thence East 330 feet; thence North 94 feet; thence West 480 feet; thence North 335.4 feet to the point of beginning. Subject to a right-of-way over the following:

Commencing 335.4 feet South from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 94 feet; thence West 480 feet; thence North 94 feet; thence East 480 feet to the point of beginning.

hereinafter referred to as "Parcel A", and

WHEREAS, Grantee is the owner of the following described real property situated immediately to the East of and adjacent to the aforescribed Parcel A, to-wit:

Commencing 330 feet West from the Northeast corner of Section 31, T. 1 S., R. 1 W., Salt Lake Base & Meridian Salt Lake County, State of Utah; thence West 150 feet; thence South 335.4 feet; thence East 150 feet; thence North 335.4 feet to the place of beginning.

Together with a joint and non-exclusive right-of-way over, through and across real property located in Salt Lake County, State of Utah, being more particularly described as follows:

Commencing 335.4 feet South from the Northeast corner of Section 31, T. 1 S., R. 1 W., Salt Lake Base & Meridian Salt Lake County, State of Utah; thence South 94 feet; thence West 480 feet; thence North 94 feet; thence East 480 feet to the place of beginning.

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Subject to rights-of-way and easements for County and State roads, pole lines, utilities and other matters of record relating to the above described real property.

hereinafter referred to as "Parcel B", and

WHEREAS, Grantee desires to purchase from Grantor, and Grantor desires to sell to Grantee, the following described real property which is a part of Parcel A and is situated immediately to the West of and adjacent to Parcel B, to-wit:

Commencing 480.0 feet West from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, State of Utah; thence West 35.0 feet; thence South 335.4 feet; thence East 35.0 feet; thence North 335.4 feet to the point of beginning.

hereinafter referred to as "Parcel C", and

WHEREAS, the parties hereto desire by these presents to provide for mutual ingress and egress over and across the aforesaid parcels and to agree to certain restrictions concerning the use of Parcel C.

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

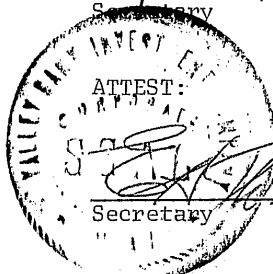
1. Concurrently with the execution hereof Grantor shall convey Parcel C to Grantee.
2. Within thirty (30) days after execution hereof, Grantee shall remove all parking curbs or barriers on the parking areas of Parcel B and shall not thereafter erect such parking curbs or barriers on such parking areas without first obtaining the written consent of Grantor or its assigns.
3. Grantor shall remove any parking curbs or barriers on the parking areas of Parcel A which are adjacent to Parcel C and shall not hereafter erect any such parking curbs or barriers without first obtaining the written consent of Grantee or its assigns.
4. The parties hereto, their customers and invitees shall have mutual rights of ingress and egress and mutual parking rights over, across, and upon the parking areas of the aforesaid parcels.

5. Grantee shall not construct or erect any improvements on Parcel C other than blacktopping and parking lot lights without first obtaining the written consent of Grantee or its assigns.

IN WITNESS WHEREOF, this agreement is executed the day and year hereinabove first written.

ATTEST:

Hans Nievaard



ATTEST:

E. A. Brandon
Secretary

GH, INC.

By John Price
President

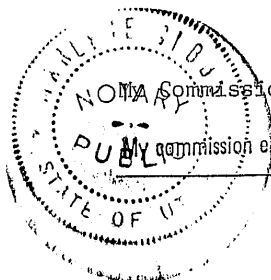
Investment W. W. Myrick
VALLEY BANK & TRUST COMPANY

By W. W. Myrick
Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 30th day of April, 1971, personally appeared before me JOHN PRICE and HANS NIEVAARD who being by me duly sworn did say, each for himself, that he, the said JOHN PRICE is the president, and he the said HANS NIEVAARD is the secretary of GH, INC., and 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 PRICE and HANS NIEVAARD each duly acknowledge to me that the said corporation executed the same and that the seal affixed is the seal of said corporation.

Margene Gibbs
Notary Public
Residing in: Salt Lake City, Utah



My Commission Expires:
My commission expires Sept. 29, 1973

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 30th day of April, 1971, personally appeared before me W. E. Myrick and E. H. Throndsen who being by me duly sworn did say, each for himself, that he the said W. E. Myrick is the ^{vice} president, and he the said E. H. Throndsen is the secretary of Valley Bank Investment Company, and 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 W. E. Myrick and E. H. Throndsen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

James L. Leme
Notary Public
Residing in: Salt Lake City, Utah

My Commission Expires:

