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P.O. Box 3700  
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AGREEMENT

WHEREAS the Lowell Gibbons Family Inter Vivos Revocable Family Trust, hereinafter referred to as "Gibbons", is the owner of certain real property located in the North half of Section 17, Township 14 North, Range 5 East, Salt Lake Meridian; and,

WHEREAS, McKay M. Loveland, Gwen P. Loveland, Dean C. Smith, and Deolores L. Smith, dba Garden City West Subdivision, sometimes hereinafter referred to as the Garden City West Subdivision Group, own certain real property located in the South half of Section 17 Township 14 North, Range 5 East, Salt Lake Meridian, and,

WHEREAS, The Garden City West Subdivision group desires to establish a road right-of-way by way of a road dedication plat of MAHOGANY HILLS ROAD, CISCO LANE AND LEISURE LANE LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE MERIDIAN, WHICH IS OVER PROPERTY OWNED BY GIBBONS, which will include a right-of-way on, over, through or under said road right-of-way to install water lines, sewer lines, power lines, telephone lines or other type of utilities line, hereinafter jointly referred to in this aggregate as "utilities lines"; and,

WHEREAS, the Garden City West Subdivision group will be installing utility lines and roadways to the Garden City West Subdivision, and Gibbons desires that said utilities

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At 11:05 AM In Book S4 Page 534  
Fee 9.00 Debra L. Ames, Rich County Recorder  
Requested By Rich Land Title Company

lines be of sufficient size and capacity to service the Gibbons property, when said Gibbons property is eventually developed; and said roadways be of adequate construction to service the needs of Gibbons.

NOW THEREFORE, in consideration of the mutual promises or the parties hereto, it is hereby agreed to as follows:

1. That Gibbons, and those in control thereof, will execute a Road Dedication Plat of Mahogany Hills Road, Cisco Lane, and Leisure Lane located in the Northeast one quarter of Section 17, Township 14 North, Range 5 East, Salt Lake Meridian under an Owner's Dedication, a copy of which is attached hereto, and by reference made a part hereof, thereby dedicating the right-of-way shown and described thereon, and will also execute any necessary documents to establish a right-of-way on, over, through or under said road right-of-way to install any of the previously referenced utilities lines. Such documentation to be prepared at the expense of the Garden City West Subdivision Group.

2. In return for and in consideration of granting the rights-of-way stated in the immediately preceding paragraph, the Garden City West Subdivision Group hereby agrees to bear all costs of maintenance of the roads, easements and utility lines herein described until such obligation is assumed by governmental authority or subdivision but should Gibbons significantly utilize said road or lines, Gibbons then shall bear a pro rata share of such maintenance obligation; and that if any utilities lines are installed, and as utilities lines are installed by said Group or their agents, such lines and installations shall be of sufficient size, quality and capacity to service, in addition to the Garden City West

Subdivision, all of the Gibbons property, located in the north half of Section 17, Township 14 North, Range 5 East, Salt Lake Meridian, so that at such time in the future as said property might be developed, said lines will be placed within said roadway dedication, and shall allow Gibbons the opportunity to connect onto or exercise access to any of said lines as are then in place.

3. To satisfy the provisions of this Agreement, the minimum size for any water lines installed pursuant hereto shall be eight inches. The minimum size of any sewer lines installed pursuant hereto shall be eight inches.

4. When and at such times as any road shall be laid out or improved pursuant to this Agreement, said road shall meet or exceed all standards and specifications required by the municipality or governing authority where such road is located.

5. Any dedication or grant of right-of-way or easement by Gibbons as specified herein shall be and is subject to all terms and provisions herein contained, and the rights and obligations of the parties of this agreement shall inure to and be assumed by the assigns, and successors in interest of the respective parties.

DATED this 17 day of ~~April~~ <sup>May</sup>, 1983.

LOWELL GIBBONS FAMILY INTER  
VIVOS REVOCABLE TRUST

By Lowell B. Gibbons  
Merinda Gibbons

GARDEN CITY WEST SUBDIVISION

W. E. Bay

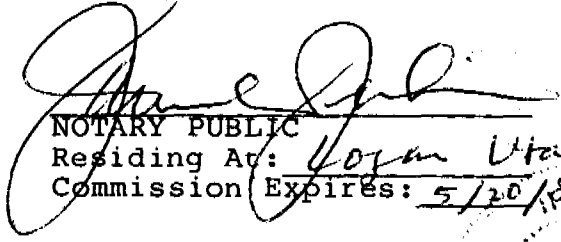
Dean C. Smith

Robert L. Smith

Gene P. Cleveland

STATE OF UTAH        )  
                          ) ss.  
COUNTY OF CACHE )

On this 17 day of May, 1983, personally appeared before me Lowell Gibbons and Merinda Gibbons and said that they were Trustees of the Lowell Gibbons Family Inter Vivos Revocable Trust, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

  
NOTARY PUBLIC  
Residing At: Logan Utah  
Commission Expires: 5/20/84

