

3442711

AGREEMENT

AGREEMENT entered into this 10th day of June, 1980, by and between FRANCIS J. MEIK and ELINOR L. MEIK (hereinafter referred to as "Meiks") and the undersigned representatives of the QUAD TWO HOMEOWNER'S ASSOCIATION, a non-profit corporation of the State of Utah (hereinafter referred to as "Quad Two").

WITNESSETH

WHEREAS, Quad Two has a nonexclusive right to the use of the right-of-way described on Exhibit A, which is attached hereto and by this reference made a part hereof, in gaining access to its property, and

WHEREAS, Meiks also have a right to use the right-of-way which is described on Exhibit A in gaining access to a large amount of property owned by them which is located in the general vicinity of the Quad Two property, and

WHEREAS, a dispute has arisen between the parties with respect to Quad Two's right to change and improve the roadway located in the right-of-way described on Exhibit A and how any such changes will affect another connecting roadway which the Meiks plan to construct in a right-of-way which is described on Exhibit B, which is attached hereto and by this reference made a part hereof, and

WHEREAS, the parties have agreed on a way of settling the dispute and desire to formally set forth the terms of the settlement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties agree as follows:

1. The Meiks agree to relinquish their right to use a "Private Road" and a "Future Road Easement" which go through the middle of the Quad Two Subdivision P.U.D., but reserve the right to have access to certain utility lines located in utility

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easements which are a part of the subdivision for connection purposes. This relinquishment and reservation will be accomplished by a separate Quit-Claim Deed.

2. Quad Two agrees not to alter the roadway located in the right-of-way described on Exhibit A in such a way as to preclude or make it more difficult to connect the roadway thereto which the Meiks plan to construct in the right-of-way described on Exhibit B. Quad Two also agrees not to oppose in any way the building of the roadway in the right-of-way described on Exhibit B, substantially as already approved by the Salt Lake County Planning and Zoning Commission and other concerned County agencies.

3. Meiks hereby agree to carefully consider the impact upon Quad Two of the roadway which they plan to construct in the right-of-way described on Exhibit B and, in order to minimize some of the adverse consequences feared by Quad Two, the Meiks specifically agree to take the steps which are listed on Exhibit C, which is attached hereto and by this reference made a part hereof. In addition to the specific steps listed on Exhibit C, each party agrees to consult with the other with respect to plans concerning work on the roadways described herein which might have an affect on the use and enjoyment of the other's property or access roads.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

QUAD TWO HOMEOWNER'S ASSOCIATION

Francis J. Meik
FRANCIS J. MEIK

Elinor L. Meik
ELINOR L. MEIK

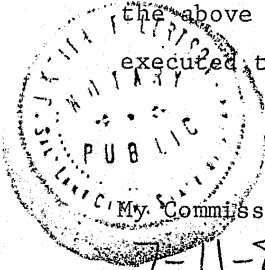
By John Nelson
JOHN NELSON

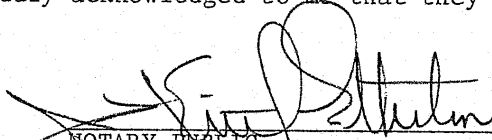
By Harold Moore
Harold Moore

By Fred Silvester
FRED SILVESTER

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 10th day of June, 1980, personally appeared before me FRANCIS J. MEIK and ELINOR L. MEIK, the signers of the above instrument who duly acknowledged to me that they executed the same.

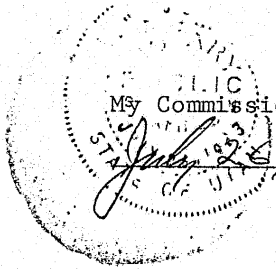


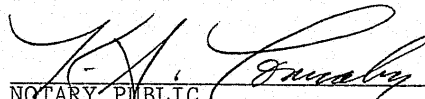

NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:
7-11-82

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 10th day of June, 1980, personally appeared before me JOHN NELSON, HAROLD MOORE, and FRED SILVESTER, who being by me duly sworn did say that they are the officers and duly authorized representatives of QUAD TWO HOMEOWNER'S ASSOCIATION, a non-profit corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors.




NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:
July 26, 1983

EXHIBIT A

TOGETHER with a right-of-way described as follows: A 50 foot right-of-way, 25 feet on both sides of the following described centerline: Beginning at a point 170.19 feet North 249.32 feet West from the Southeast corner of Section 31, Township 1 North, Range 2 East, Salt Lake Base and Meridian, said point also being on the Northerly right-of-way line of Emigration Canyon Road; thence North 15°00' West 162.175 feet to the point of curve of a 100 foot radius curve to the right; thence Northerly 95.99 feet along the arc of said curve to the point of tangency; thence North 40°00' East 170.0 feet; thence North 50°00' West 65.85 feet to a point on a 200 foot radius curve to the left; thence Northeasterly along the arc of said curve 59.46 feet to the point of tangency; thence North 37°00' East 271.59 feet; thence North 45°00' East 71.38 feet; thence South 45°00' East 25.0 feet to the point of curve of a 50.0 foot radius curve to the right; thence, Southerly along the arc of said curve 54.61 feet to the point of tangency; thence South 17°35' West 143.89 feet to the point of curve of a 50 foot radius curve to the left; thence Southeasterly 70.06 feet along the arc of said curve to Grantor's property line.

EXHIBIT B

DESCRIPTION

Beginning at a point 1505.30 feet North and 673.46 feet East from the Southwest Corner of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence running South 143.99 feet, thence North 67° 23' East 18.01 feet, thence South 22° 37' East 25.60 feet, thence South 16° 11' 34" West 38.5 feet, thence North 73° 48' 26" West 17.98 feet, thence South 16° 11' 34" West 315.70 feet, thence South 40° 00' West 93.76 feet to the point of curve of a 50 foot radius curve to the left, thence Southerly along the arc of said curve 91.58 feet to the point of reverse curve of a 270.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 100.00 feet to the point of tangency, thence South 43° 42' 58" East 77.10 feet to the point of curve of a 50 foot radius curve to the left, thence Easterly and Northerly along the arc of said curve 115.29 feet to the point of reverse curve of a 350 foot radius curve to the right, thence Northerly along the arc of said curve 81.86 feet, thence North 17° 34' 30" East 360.78 feet to the point of curve of a 150 foot radius curve to the right, thence Northeasterly along the arc of said curve 44.79 feet, thence North 34° 41' East 238.40 feet to the point of curve of a 100 foot radius curve to the left, thence Northerly along the arc of said curve 48.32 feet, thence North 7° 00' East 163.30 feet, thence North 71° 01' East 55.62 feet, thence South 7° 00' West 187.66 feet to the point of curve of a 150.0 foot radius curve to the right, thence Southerly along the arc of said curve 72.47 feet, thence South 34° 41' West 238.40 feet to the point of curve of a 100 foot radius curve to the left, thence Southwesterly along the arc of said curve 29.86 feet, thence South 17° 34' 30" West 360.78 feet to the point of curve of a 300 foot radius curve to the left, thence Southerly along the arc of said curve 161.70 feet, thence South 13° 18' 30" East 94.13 feet to the point of curve of 165.17 foot radius curve to the right, thence Southerly along the arc of said curve 129.80 feet to the point of reverse curve of a 25 foot radius curve to the left, thence Southerly along the arc of said curve 21.03 feet to the point of reverse curve of a 50.0 foot radius curve to the right, thence Southerly, Easterly and Northerly around the arc of said curve 198.59 feet to the point of reverse curve of 25.0 foot radius to the left, thence Northerly along the arc of said curve 21.03 feet, thence North 17° 06' West 78.64 feet to the point of curve of a 100.00 foot radius curve to the left, thence Northerly along the arc of said curve 18.28 feet, thence North 27° 34' 31" West 166.22 feet to the point of curve of a 220.0 foot radius curve to the left, thence Northwesterly along the arc of said curve 223.69 feet, thence West 246.57 feet, thence South 31° 48' West 262.71 feet, thence North 61° 11' 46" West 37.96 feet to the point of curve of a 40 foot radius curve to the right, thence Northwesterly along the arc of said curve 82.33 feet to a point on a 75 foot radius curve to the right whose radius bears South 73° 40' 12" East, thence Northwesterly along the arc of said curve 1.64 feet, thence North 17° 35' East 143.89 feet to the point of curve of a 15 foot radius curve to the left, thence Northerly along the arc of said curve 16.38 feet, thence North 45° 00' West 10.0 feet, thence North 45° 00' East 50.0 feet, thence South 45° 00' East 10.0 feet to the point of curve of a 65.0 foot radius curve to the right, thence Southerly along the arc of said curve 71.00 feet, thence South 17° 35' West 54.94 feet, thence North 31° 48' East 135.55 feet, thence East 262.74 feet, thence North 40° 00' East 193.07 feet, thence North 16° 11' 34" East 302.06 feet, thence North 164.54 feet, thence North 71° 01' East 52.88 feet to the point of beginning.

EXHIBIT "C"

1. The existing road leading from Pioneer Road to the Quad Two property line will be widened from the point where it leaves Pioneer Road to the point of the intersection with the new road to a width of 22 feet, including a rain gutter, at the expense of the Meiks.

2. The hillside on the east side of the road referred to in #1, above, will be retained by a landscape-retaining wall and landscaped as soon as possible after the road is widened, at the expense of the Meiks. The landscaped portion will be watered and maintained by Quad Two.

3. Guard poles will be installed by the Meiks on the west side of the access road to Quad Two which is referred to in #1, above, consisting of portions of poles buried and extending approximately 36" above the level of the road and spaced four feet apart from center to center.

4. The road to be developed for access to the properties north and east of Quad Two will be 18 feet wide, provided that the County Planning and Zoning Commission approves said width.

5. The Meiks will pay to the Quad Two Homeowner's Association a sum of money equal to the cost (determined by obtaining a bid from a reputable fencing contractor) of constructing a chain link fence 40" in height along portions of the new roadway to be constructed by the Meiks, leading from the intersection with the existing access road to Quad Two property; specifically on those portions of the roadway where Salt Lake County requires such a fence to be installed. The money paid to Quad Two will be used by Quad Two in constructing a redwood or other fence acceptable to the County along those same portions of the roadway. Any portion of the cost of the fence which exceeds the amount paid by the Meiks will be borne by Quad Two. The fence will be maintained by Quad Two.

6. The Meiks give permission for the fence referred to

in #5 above to be constructed immediately adjacent to the retaining wall bordering the road or immediately adjacent to the road where no retaining wall is constructed. Permission to construct and maintain the fence along the road is not to be construed as giving Quad Two any rights in or ownership of the property on which the fence is constructed.

7. The monies referred to in #5 above will be made available to the Quad Two Homeowner's Association upon completion of the retaining wall ~~some 7/2 mile at meik~~ immediately adjacent to the Quad Two property.

8. The retaining wall to be built along the road immediately adjacent to the Quad Two property shall be erected as soon as possible following the completion of the road excavation.

9. The road to be built immediately adjacent to the Quad Two property shall be paved, at least to the northwest corner of Quad Two property as soon as possible without risking future break-up, as determined by an acceptable paving contractor.

10. The Meiks will, whenever practical (considering weather and the condition of the access road) make every effort to assure that construction vehicles travel to and from the development using the dirt access road leading from Pioneer Road. As a minimum, the Meiks will periodically grade that access road and will post appropriate signs directing construction vehicles to use that road.

11. The Meiks will furnish Quad Two with copies of drawings showing changes in roads and other improvements to be constructed by them upon the property in the vicinity of the Quad Two property and will keep Quad Two generally advised of the status of the development.

12. The obligations of the parties as set forth herein assume approval of the various things to be done by the Salt Lake County Planning and Zoning Commission and other concerned

regulatory bodies. In the event that any of these items are not approved as outlined herein, the parties consent to an appropriate modification of the item in question in order to meet the County requirements.

KATIE L. SIXON
RECORDER
SALT LAKE COUNTY
UTAH

JUN 11 3 28 PM '80

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3501 Emerald Canyon Rd
S 4108

W. L. D. M.
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