

758

Recorded at request of SECURITY TITLE COMPANY Order No. _____ Fee Paid 8.50
Date OCT 26 1977 at 9:14 AM. MARGUERITE S. BOURNE Recorder Davis County
By [Signature] Deputy Book 674 Page 758

476485

AGREEMENT AND CONVEYANCE

7/14-37-1W
Oakridge Country Club Est. A-30, 57

This Agreement, made and executed this 25 day of October, A.D. 1977, by and between OAKRIDGE ESTATES, INCORPORATED, a corporation of the State of Utah, with its principal office at Salt Lake City, Utah, hereinafter known as Grantor, and OAKRIDGE COUNTRY CLUB, INC., a Utah Non-Profit Corporation, with its principal office at Farmington, Utah, hereinafter known as Grantee.

WITNESSETH, that whereas grantor and grantee entered into an Agreement, dated September 22, 1976, concerning certain property adjacent to Oakridge Country Club, which Agreement placed the burden on grantor, among other things, to convey to grantee 2.0 acres of land, more or less, along the West line of grantors' property, on the South line of Shepard Lane, and

WHEREAS, grantor, by Warranty Deed dated May 26, 1977, conveyed to grantee, two tracts of land and relinquished their rights in and to an easement, which Warranty Deed was recorded June 3, 1977, as Entry No. 463584, in Book 652, Page 466 of Official Records, one of which said tracts was to be the 2.0 acre tract covered in the original Agreement hereinabove referred to, and it has now been determined by a further survey of said property that the said 2.0 acre tract as described in said deed actually extended into the Highway right of way along the Southerly portion thereof, and that 2.0 acres was not actually conveyed by said instrument,

AND, WHEREAS, additional Agreements, and land exchanges, have been established between Grantor and Grantee since the original agreement, and it is the intent and purpose of this instrument to correct the description of the aforesaid 2.0 acre tract as described in the deed dated May 26, 1977, and further to effectuate the additional land exchanges agreed to between the parties, and to clarify the additional Agreements which have been established between Grantor and Grantee since the inception of the original Agreement above referred to.

NOW, THEREFORE, for and in consideration of the premises, and of the sum of \$10.00 by each party paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Grantor does hereby convey to grantee, with full covenant of Warranty, all that certain parcel of land situate in Davis County, Utah, more particularly described as follows, to correct the description of the 2.0 acre parcel intended to be deeded by the aforementioned Deed dated May 26, 1977:

Platted Abstracted
 On Margin Indexed
 Compared Entered

Beginning on the South line of Shepard Lane at a point South 469.25 feet, more or less, and North 89°42' West 2,698.15 feet from the Northeast corner of Section 14, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington, and running thence South 89°42' East 129.50 feet along the South line of said street to the Westerly line of a street; thence Southeasterly 39.27 feet along the arc of a 25.0 foot radius curve to the right along said street; thence along said street South 0°18' West 396.01 feet and Southerly 18.69 feet along the arc of a 25.0 foot radius curve to the right and Southerly and Easterly 126.80 feet along the arc of a 50.0 foot radius curve to the left to the Northwest corner of Lot 6, OAKRIDGE COUNTRY CLUB ESTATES, PLAT "A"; thence South 12°10'01" East 102.20 feet along the West line of said lot; thence South 88°52' East 98.85 feet to the East line of said Lot 6; thence South 1°08' West 174.24 feet to the Southeast corner of Lot 6 as amended; thence North 47°03'49" West 97.88 feet and North 31°41'07" West 169.76 feet and Northwesterly 249.88 feet along the arc of a 23,093.31 foot radius curve to the left along a State Highway right of way to a point South 2°29'25" East of the point of beginning; thence North 2°29'25" West 375.16 feet to the point of beginning, containing 1.995 acres, more or less. TOGETHER with any interest of the grantor in and to the lane along the West line of said tract. Subject to easements and restrictions of record.

9/26/77
12/26/77

2. Grantor further conveys to grantee, for the considerations herein mentioned, the two following described tracts of land situate in Davis County, Utah:

Beginning at a point North 89°42' West 118.0 feet from the Northeast corner of Lot 57, OAKRIDGE COUNTRY CLUB ESTATES, PLAT "A", a subdivision of part of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington, and running thence North 89°42' West 110.01 feet along the South line of a street to the Northwest corner of said Lot 57; thence South 53°52' East 135.69 feet; thence North 0°18' East 79.44 feet to the point of beginning.

Part 57

S.T.C

Part 30
 ALSO, Beginning at the North corner of Lot 30, OAKRIDGE COUNTRY CLUB ESTATES, PLAT "A", a subdivision as aforesaid, and running thence South 38°58' West 43.0 feet along a street; thence South 51°02' East 34.78 feet to the Easterly line of said Lot 30; thence North 55.31 feet along the East line of said Lot 30 to the point of beginning.

3. Grantee herein conveys to Grantor herein, for the considerations herein mentioned, and upon the terms and conditions herein set forth, the following described tracts of land situate in Davis County, Utah:

7/8/44
 Beginning at a point South 55.31 feet from the North corner of Lot 30, OAKRIDGE COUNTRY CLUB ESTATES, PLAT "A", a subdivision as aforesaid, and running thence South 51°02' East 55.22 feet; thence South 21° West 119.81 feet to the South corner of said Lot 30; thence North 146.57 feet to the point of beginning.

Part 57
 ALSO, Beginning at a point North 89°42' West 118.0 feet and South 0°18' West 79.44 feet from the Northeast corner of Lot 57, OAKRIDGE COUNTRY CLUB ESTATES, PLAT "A", a subdivision as aforesaid, and running thence South 0°18' West 30.56 feet; thence South 73°32'19" East 73.60 feet; thence North 53°52' West 87.19 feet to the point of beginning.

4. As to that portion of said property being conveyed herein by Grantor to Grantee, Grantor, for himself, his successors and assigns, agrees as follows: (a) That all improvements required by the City of Farmington to be installed by the developer shall and will be installed and paid for in their entirety by Grantor, and (b) that upon any sale of the remaining portion of Lots 6, 30, and 57, that Grantor will pay whatever amount is required by the present Loan Holder to clear all of said lots, including the portion conveyed by grantor to grantee, from the effect of the existing Trust Deed, that none of the indebtedness now outstanding thereon has to be assumed or paid by Grantee.
5. Grantee agrees, that upon sale by grantor of that portion of Lot 30, and/or Lot 57, which remains in grantor's name upon the recordation of this instrument, which sales will include that adjacent property to said lots being herein conveyed by grantee to grantor, that Grantee will as soon as possible thereafter, cause all encumbrances and liens now against that portion of said property being conveyed by Grantee to be released and discharged of record, that grantor shall have no expense nor obligation to assume or pay any obligation in connection therewith.
6. That Grantor, for itself, its successors and assigns, further agrees to install and pay for a six foot chain link fence along all new ownership lines, common to the ownership of Grantor and Grantee as created by this instrument, and extends the provisions of the Protective Covenants as they cover the said subdivision to cover any new common lines as created by this instrument.
7. Grantor, as additional consideration for this agreement, has caused four "Cart-Path" approaches to be installed in the curb and gutter along the streets in said subdivision, similar to Driveway approaches, which approaches have caused, of necessity, a re-alignment of the cart paths now in existence, and previously installed by Grantee. Grantor agrees to pay for all four "Cart-Path" approaches, and all re-alignment of said existing cart paths necessary to tie the same into the approaches, except the new cart path which will be installed West of Lot 44 of said Subdivision, and North of Shepard Lane. As to said approaches and new cart paths, Grantor agrees to save and hold Grantee harmless from any claim for unpaid bills for mechanics or materialmen in the installation of the same, except for that cart path West of Lot 44 and North of Shepard Lane which shall be and become the sole responsibility of Grantee.
8. Grantee, as additional consideration for this agreement, hereby grants an easement to Grantor, its successors and assigns, for the installation of two pilasters, one on the East side of Fairway Circle, and one on the West side of Fairway Circle, where said Road intersects the South line of Shepard Lane, at a location to be mutually agreed upon between the parties hereto, their successors and assigns, and upon the completion of installation thereof by Grantor, its successors, or assigns, Grantee agrees to accept the obligation of perpetual maintenance of said Pilasters. This acceptance of Perpetual Maintenance by Grantee is not to be construed as including the payment for any lighting or illumination of any signs which may be installed in connection therewith.

9. That as a part of the agreement dated September 22, 1976, the predecessor in interest to Grantor herein agreed to install, or cause to be installed, a six foot chain link fence on any property which is developed or subdivided along any line common to the ownership of Oakridge Country Club, which installation and expense would be entirely by the developer, or as recited in the Covenants of Oakridge Country Club Estates, Plat "a", as the expense of the developer or any person or party claiming by, through, or under said developer. In addition to the new common lines created by this instrument on the adjacent ownerships, Grantor and Grantee agree that this Agreement shall serve as notice to any and all parties concerned of the existence of such agreement, and that such covenant is, and shall be, a covenant running with the land on any property which is developed or subdivided by Grantor, its successors or assigns, or by Jack Turner, his successors or assigns, adjacent to the following described line:

NE 1/4-332-12
Ad 57

Beginning on the South line of Shepard Lane at a point South 469.25 feet and East 46.2 feet and North 89°42' West 586.19 feet from the Northeast corner of Section 14, Township 3 North, Range 1 West, Salt Lake Meridian, which point is North 89°42' West 118.0 feet from the Northeast corner of Lot 57, OAKRIDGE COUNTRY CLUB ESTATES, PLAT "A", a subdivision, and running thence South 0°18' West 110.0 feet; thence South 73°32'19" East 73.60 feet to an angle corner in said Lot 57; thence South 11°40' East 783.18 feet; thence South 605.0 feet; thence Southerly, Westerly, and Northerly 794.15 feet along the arc of a 350.0 foot radius curve to the right; thence North 50° West 670.0 feet; thence North 62°39' West 309.65 feet to an angle corner in the property of Oakridge Country Club; thence South 43°03' West 175.67 feet, more or less, along said property to the Northeasterly right of way line of a State Highway.

10. That as specifically modified and amended hereby, all previous agreements, restrictions, etc., previously entered into between Jack Turner, Grantor, and Grantee, shall be and remain in full force and effect, unaltered and unchanged.

WITNESS our hands the date and year first above written.

OAKRIDGE ESTATES, INCORPORATED, a Corp.

BY: Jack Turner
JACK TURNER, PRESIDENT

OAKRIDGE COUNTRY CLUB, INC., a Corp.

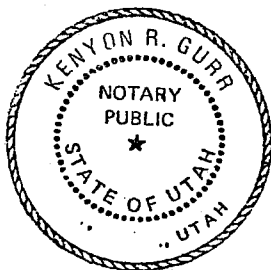
BY: Finley F. Wilkinson
FINLEY F. WILKINSON, PRESIDENT

BY: James R. Vincent
JAMES R. VINCENT, SECRETARY

STATE OF UTAH §
SS. §
COUNTY OF DAVIS §

On the 25 day of October, A.D. 1977, personally appeared before me JACK TURNER, who being by me duly sworn, did say, that he is the President of OAKRIDGE ESTATES, INCORPORATED, one of the within named corporations, that he signed the within instrument for and on behalf of said corporation by authority of a resolution of its Board of Directors, and said JACK TURNER duly acknowledged to me that said corporation executed the same.

AND, on the 25 day of October, A.D. 1977, personally appeared before me FINLEY F. WILKINSON and JAMES R. VINCENT, who being by me duly sworn, did say, that they are the President and Secretary, respectively, of OAKRIDGE COUNTRY CLUB, INC., one of the within named corporations, that they signed the within instrument for and on behalf of said corporation by authority of a resolution of its Board of Directors, and said FINLEY F. WILKINSON and JAMES R. VINCENT duly acknowledged to me that said corporation executed the same.



Kenyon R. Gurr
NOTARY PUBLIC

Residing at: Bountiful, Utah

My Com. Expires: April 4, 1978