

UMBRELLA AGREEMENT FIXING COMMON BOUNDARIES
AND RIGHTS OF ACCESS

4902582

This Agreement is entered into and executed in several counterparts by and between the following parties: Royal Lane Homeowners Association, a Utah nonprofit corporation (the "Association"); Orin L. Lund and Beverly Stringham Lund, Val J. Lund and Jane Lund, (collectively referred to as the "Lunds"); E. Vern Bringhurst and Oceal Bringhurst, (collectively referred to as the "Bringhursts"); and Salt Lake City Corporation ("SLC").

The Association is charged with the responsibility of maintaining the access road between Creek Road (8200 South) and the real properties lying adjacent to Royal Lane (2400 East Street). The Association is the owner, in part, of portions of the roadway, and the Association maintains the roadway easement for ingress and egress across parcels which are not owned by the Association.

It is the objective of the parties hereto to further delineate the boundaries of the easement and to fix a boundary line between the parcels owned or maintained by the Association (and in certain instances to convey strips and gores of real property to the Association) in order to create an easement for ingress and egress which is not less than 50 feet in width from Creek Road to Little Cottonwood Creek.

The provisions of this Umbrella Agreement and the Parts hereof are deemed to be separable and the inoperability or unenforceability of any provision or Part hereof shall not invalidate the remainder of the Umbrella Agreement. The integration of the several Parts hereof is made for purposes of clarity and information only. The parties hereto shall not be deemed to have relied upon representations, warranties or covenants made by parties who are not signatories to their respective Parts.

PART I

AGREEMENT BETWEEN THE LUNDS AND THE ASSOCIATION

RECITALS:

WHEREAS, the Association and the Lunds are desirous of providing for a 50-foot easement for ingress and egress to and from the Royal Lane Subdivision, the proposed Royal Lane Subdivision No. 2, and the Matsumori Subdivision, together with an easement for the installation of underground utilities, and

WHEREAS, Orin L. Lund and Beverly Stringham Lund are owners of Lot 1, Royal Lane Subdivision and the Lunds are owners of that property known as Royal Lane Subdivision No. 2 (Exhibit "E"), and

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 31 ① 09 APRIL 90 04:47 PM
 KATIE L. DIXON
 RECORDER, SALT LAKE COUNTY, UTAH
 RAY QUINNEY & NEBEKER
 PO BOX 45385 SLC, 84145-0385
 REC BY: REBECCA GRAY, DEPUTY

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WHEREAS, it is the intent of the Association and of the Lunds that certain of the parcels owned by Lunds including lots contained in the proposed Royal Lane Subdivision No. 2 shall be annexed into the Association (namely, all such lots or parcels as are accessed via Royal Lane, i.e. Lots 1, 2, 5, 6, 7, 8, 9 and 10 of the proposed Royal Lane Subdivision No. 2), and

WHEREAS, it is the intent of the Association and of the Lunds that the owners of such lots actually annexed to the Association shall benefit by and have the use of all easements, rights, and privileges of membership in the Association (subject to the obligations contained in the Declaration of Covenants, Conditions, and Restrictions dated July 7, 1978 as amended and supplemented),

WHEREFORE:

A. GRANT OF EASEMENT. Orin L. Lund and Beverly Stringham Lund grant to the Association, for the benefit of all members of the Association (as now or hereafter constituted), its successors in interest and assigns, an easement for necessary access to and egress from the Royal Lane Subdivision, the Matsumori Subdivision, and the real property known as the proposed Royal Lane Subdivision No. 2 (using, insofar as possible, the existing rights of way), together with an easement for the installation and maintenance of underground utilities for the distribution and delivery of natural gas, electricity, telephone services, water, sewer, and cable television across the parcel of real property in Salt Lake County, Utah, as follows:

Beginning 40 feet North from the Southwest corner of Lot 1, Royal Lane Subdivision, as shown in the official records of Salt Lake County, and running thence North 8.50 feet; thence North 38°05'56" East 61.14 feet; thence South 23°45' 61.93 feet; thence North 89°41' West 12.78 feet, to the point of beginning, containing 0.012 acres.

As a condition to this easement, the Association agrees that in the event that it may excavate or otherwise disturb the surface of the above described real property for the installation of any underground utilities, the Association shall promptly restore and repave the surface as necessary in a manner satisfactory to Lunds.

B. GRANT OF ACCESS TO LUNDS. The Association covenants and agrees with Lunds, their heirs, successors in interest and assigns, and hereby grants, demises, conveys and quitclaims to Lunds, their heirs, successors in interest and assigns, for the benefit of all purchasers of lots or parcels contained in the proposed Royal Lane Subdivision No. 2, an easement for necessary access to and egress from the lands contained in the proposed

Royal Lane Subdivision No. 2 (using, insofar as practicable, the existing rights of way), together with an easement for the installation and maintenance of underground utilities for the distribution and delivery of natural gas, electricity, telephone services, water, sewer, and cable television, which easement shall burden the following described tract of land in Salt Lake County, Utah:

All of the "common areas" of the Royal Lane Subdivision according to the official plat thereof on file in the office of the Salt Lake County Recorder, and

a tract of land described as follows:

Beginning South 89°41'22" East 664.7 Feet from the Center Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; North 0°32'52" West 644.81 Feet; South 74°57' East 5.66 feet; North 61°03' East 50.5 Feet; South 0°32'52" East 667.5 feet, more or less; North 89°41'22" West 50 feet to Beginning. Containing 0.75 Acres.

As a condition of the grant of this easement, the Lunds agree that in the event that they or any transferees or successors in interest may excavate or otherwise disturb the surface of the above described real property for the installation of any underground utilities, the Lunds, their transferees or successors in interest shall promptly restore and repave the surface as necessary in a manner satisfactory to the Association. Furthermore, the Association covenants and agrees with Lunds to grant unto Lunds (and to all other members of the Association whose real property is subject to the Declaration of Covenants, Conditions and Restrictions dated July 7, 1978 as amended and supplemented) additional easements and rights of access (consistent with the easements herein granted) as the same are granted unto the Association by Bringhursts or by SLC as and when the same are obtained by the Association.

C. ANNEXATION BY TRANSFEREE(S). Lunds and the Association further covenant and agree that so long as Orin L. Lund or Beverly Stringham Lund (or either of them) or any of their children, shall own or occupy the tract (or any parcel thereof) of land described or encompassed in Lots 1, 2, 5, 6, 7, 8, 9 and 10 of Exhibit "E" hereto, according to the Surveyor's Boundary Description contained on Exhibit E-1 hereto and so long as Val J. Lund and Jane Lund (or either of them) or any of their children shall occupy or own their present residence (situate upon land immediately adjacent to the tract described in Exhibit E-1), the Association shall maintain the Royal Lane roadway at no expense to the Lunds or to any of their children. Notwithstanding the foregoing, in the event that the Lunds or any of their children

shall sell or transfer all or any portion of the real property described in Exhibit "E-1" limited to proposed Lots 1, 2, 5, 6, 7, 8, 9, and 10), by operation of law or otherwise, such property shall be, in connection with such sale or transfer, annexed to the Association subject to the Declaration of Covenants, Conditions and Restrictions dated July 7, 1978, as amended and supplemented, in order that such purchaser(s) or transferee(s) may participate in the expenses of maintaining Royal Lane and in order that such purchaser(s) or transferee(s) shall benefit by and have the use of the easements, rights and privileges of the Association. (Such annexation shall occur automatically without the further recordation of any instrument of annexation and shall be deemed to have occurred immediately prior to any such sale or transfer.)

The officers of the Association who sign this Agreement hereby certify that this Agreement was duly authorized under a resolution duly adopted by the board of trustees of the Association at a lawful meeting duly held and attended by a quorum.

In witness whereof, the undersigned Association has caused its corporate seal and name to be hereunto affixed by its duly authorized officers and the parties have set their hands hereunto this _____ day of April, 1990.

"LUNDS"

Val J. Lund
Val J. Lund

Orin L. Lund

Jane Lund
Jane Lund

Beverly Stringham Lund

"ASSOCIATION"

ROYAL LANE HOMEOWNERS ASSOCIATION

By: R. B. Lund
President

PART II

AGREEMENT BETWEEN SALT LAKE CITY CORPORATION
AND THE ASSOCIATION

RECITALS:

WHEREAS, the Association and SLC are desirous of providing for a 50 foot easement for ingress and egress to and from the Royal Lane Subdivision, the Matsumori Subdivision, and the proposed Royal Lane Subdivision No. 2, and for the installation of underground utilities, and

WHEREAS, SLC is the owner of a parcel of land abutting and traversing (in part) Royal Lane, described in Exhibit "A" hereto, and

WHEREAS, the existing configuration of Royal Lane, due to the existence of a "blind" curve situated on a steep hill and due to the narrowness (12 to 16 feet) of the paved roadway, has created a dangerous traffic hazard which cannot be improved unless the roadway is widened, and

WHEREAS, it is the intent of SLC to retain the real property described in Exhibit "A" to preserve the well and associated facilities located thereon. In the event that any excess portion of said property is hereafter sold by SLC, it is also the intent of the Association and of SLC that the purchaser(s) thereof be enabled to have use of the easements and privileges of membership in the Association and in such event, it is the intent of the Association and of SLC that such parcels shall be annexed to the Association (in connection with such sale) in order that the purchasers shall participate in the expenses associated with the maintenance of Royal Lane,

WHEREFORE:

A. COMMON BOUNDARY AND DEED OF CONVEYANCE. The Association and SLC hereby agree that the common boundary between their respective parcels of real property is and shall be the existing line defined by the chain link fence lying along the western boundary of Royal Lane (as further described in Exhibit "B" hereto) which chain link fence bisects tract "C" lying in Salt Lake County, Utah, which tract "C" is described as follows:

- Beginning South 89°41'22" East 714.7 feet and North 0°32'52" West 674.9 feet from the center of Section 34, Township 2 South, Range 1 East, S.L.B. & M., and running thence South 0°32'52" East 7.40 feet, thence South 61°03' West 44.42

feet, thence Northeasterly along a 198 foot radius curve to the right 67.46 feet (central angle 19°31'17"), thence North 38°05'56" East 90.65 feet, thence South 74.42 feet, thence South 61°03' West 56.0 feet to the point of beginning (containing .089 acre).

SLC hereby grants, demises, transfers, conveys and quitclaims unto the Association, its successors in interest and assigns forever, all of its right, title and interest in and to that portion of parcel "C" described above lying southeast of the existing chain link fence. SLC further grants to the Association, for the benefit of all members of the Association (as now or hereafter constituted, including any subsequent purchaser from SLC of all or any portion of the tract of real property abutting Royal Lane [described in Exhibit "A"] or otherwise accessible through Royal Lane), and for the benefit of the successors in interest of the Association and its assigns, an easement for necessary access to and egress from the Royal Lane Subdivision, the Matsumori Subdivision, and the real property known as the proposed Royal Lane Subdivision No. 2, together with an easement for the installation and maintenance of underground utilities for the distribution and delivery of natural gas, electricity, telephone services, water, sewer and cable television, which easements shall burden the entirety of tract "C" as described above.

B. FENCE AND WELL BOX. The Association covenants and agrees that in the event that the roadway is widened or realigned in the area of tract "C" and in connection therewith in the event that the grade of the existing roadway shall be raised and/or in the event that the chain link fence shall be relocated, the Association, its employees, and its agents shall not in any event commence any physical modification of the roadway affecting the well box (or associated facilities) and shall not relocate the chain link fence without the prior written approval by SLC of such proposed physical modifications (which approval shall not be unreasonably withheld providing that the Association shall bear the full expense of such physical modifications including the expense of relocating the chain link fence and providing further that as a condition of such approval, SLC may require the Association to indemnify and hold SLC harmless from any claims or liability associated with the construction of such physical modifications). Notwithstanding the foregoing, the Association shall not be required, as a condition precedent to such consent, to bear the ordinary and necessary expenses of maintaining or repairing any facilities owned by SLC and the Association shall have no continuing liability to SLC with respect to the well facilities and the relocated chain link fence upon completion of any physical modifications required in connection with the widening or realignment of Royal Lane.

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C. ANNEXATION BY PURCHASER(S). SLC and the Association further covenant and agree that in the event that SLC shall sell or transfer all or any portion of the real property abutting Royal Lane (described in Exhibit "A"), such property shall be, in connection with such sale or transfer, annexed to the Association subject to the Declaration of Covenants, Conditions & Restrictions dated July 7, 1978, as amended and supplemented, in order that such purchaser(s) may participate in the expense of maintaining Royal Lane and in order that such purchaser(s) shall benefit by and have the use of the easements, rights and privileges of the Association. (Such annexation shall occur automatically without the further recordation of any instrument of recordation and shall be deemed to have occurred immediately prior to any such sale or transfer.)

The officers of the Association who sign this Agreement hereby certify that this Agreement was duly authorized under a resolution duly adopted by the board of trustees of the Association at a lawful meeting duly held and attended by a quorum.

In witness whereof, the undersigned Association has caused its corporate seal and name to be hereunto affixed by its duly authorized officers and Salt Lake City Corporation have set their hands hereunto this ____ day of ____ 1990.

"SLC"

SALT LAKE CITY CORPORATION

By: _____

Title: _____

"ASSOCIATION"

ROYAL LANE HOMEOWNERS ASSOCIATION

By: _____

Title: _____

PART III

AGREEMENT BETWEEN THE BRINGHURSTS AND
THE ASSOCIATION

RECITALS:

WHEREAS, the Association and Bringhursts are adjoining landowners whose properties are separated by a common boundary, being the easternmost edge of the asphalt roadway known as Royal Lane, and a cement and chain-link fenceline fixed upon the edge of said roadway, and;

WHEREAS, the Association is desirous of obtaining from the Bringhursts an easement of necessary access;

WHEREFORE, the Association and Bringhursts hereby agree, in consideration of the payment to Bringhursts of the sum of Five Hundred Dollars (\$500.00) and other valuable consideration as hereinafter provided, as follows:

GRANT OF EASEMENT. Bringhursts hereby demise, grant, transfer and convey unto the Association, its assigns and successors in interest forever, for the benefit of all members of the Association (as now or hereafter constituted) an easement for necessary access to and egress from the Royal Lane Subdivision the Royal Lane Subdivision No. 2 (proposed) and the Matsumori Subdivision, together with an easement for the installation and maintenance of underground utilities for the distribution and delivery of natural gas, electricity, telephone services, water, sewer and cable television across the following described parcel in Salt Lake County, Utah:

Beginning South 89°41'22" East 714.7 feet and North 0°32'52" West 581.5 feet from the center of Section 34, Township 2 South, Range 1 East, S.L.B. & M., and running thence North 0°32'52" West 93.40 feet, thence North 61°03" East 56.0 feet, thence North 25.9 feet, thence South 89°41' East 25.40 feet, thence South 38°05'56" West 58.04 feet, thence Southwesterly along a 148 foot radius curve to the left 99.83 feet (central angle 38°38'48") to the point of beginning. Containing 0.043 acres.

The officers of the Association who sign this Agreement hereby certify that this Agreement was duly authorized under a resolution duly adopted by the board of trustees of the Association at a lawful meeting duly held and attended by a quorum.

In witness whereof, the undersigned Association has caused its corporate seal and name to be hereunto affixed by its duly authorized officers and the Bringhursts have set their hands hereunto this _____ day of _____, 1990.

"BRINGHURSTS"

E. Vern Bringhurst

Oceal Bringhurst

"ASSOCIATION"

ROYAL LANE HOMEOWNERS ASSOCIATION

By: _____

Title: _____

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

On the ____ day of _____, 1990, personally appeared E. Vern Bringhurst, who duly acknowledged to me that he is the signer of the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Notary Public
Residing at Salt Lake County, Utah

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

On the ____ day of _____, 1990, personally appeared Oceal Bringhurst, who duly acknowledged to me that she is the signer of the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Notary Public
Residing at Salt Lake County, Utah

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

On the ____ day of _____, 1990, personally appeared Orin L. Lund, who duly acknowledged to me that he is the signer of the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Notary Public
Residing at Salt Lake County, Utah

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

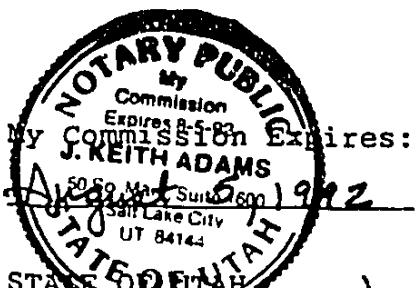
On the day of , 1990, personally appeared Beverly Stringham Lund, who duly acknowledged to me that she is the signer of the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Notary Public
Residing at Salt Lake County, Utah

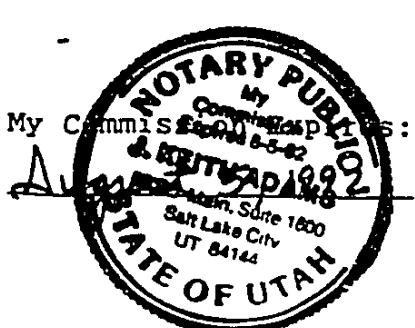
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 7th day of April, 1990, personally appeared Val J. Lund, who duly acknowledged to me that he is the signer of the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



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

On the 7th day of April, 1990, personally appeared Jane Lund, who duly acknowledged to me that she is the signer of the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



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

On the ___ day of _____, 1990, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of Salt Lake City Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said _____ acknowledged to me that said corporation executed the same.

My Commission Expires:

Notary Public
Residing in Salt Lake County, Utah

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

On the ___ day of _____, 1990, personally appeared before me _____, who being by me duly sworn, did say that he is of Royal Lane Homeowners Association, and that the within and foregoing instrument Part I was signed in behalf of said corporation by authority of a resolution of its board of trustees and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

Notary Public
Residing at Salt Lake County, Utah

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

On the ___ day of _____, 1990, personally appeared before me _____, who being by me duly sworn, did say that he is of Royal Lane Homeowners Association, and that

the within and foregoing instrument Part II was signed in behalf of said corporation by authority of a resolution of its board of trustees and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

Notary Public
Residing at Salt Lake County, Utah

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

On the 24 day of April, 1990, personally appeared before me J. Russell Homer, who being by me duly sworn, did say that he is of Royal Lane Homeowners Association, and that the within and foregoing instrument Part III was signed in behalf of said corporation by authority of a resolution of its board of trustees and said J. Russell Homer duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Ministerial Commission Employees:

~~Notary Public~~
Residing at Salt Lake County, Utah



SHC+1475

-13-

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EXHIBIT "A"

(Salt Lake City Parcel)

That parcel of real property situate in Salt Lake County, Utah, and described as follows:

BEG 346.5 FT E AND 725.8 FT N FR SW COR OF NE 1/4
SEC 34, T 2S, R 1E, SL MER; N 210.6 FT M OR L TO
CTR LINE OF LITTLE COTTONWOOD CR; S 38 DEG 46 MIN
E 49.9 FT; S 73 DEG 54 MIN E 125.4 FT; S 68 DEG
56 MIN E 45.6 FT; S 72 DEG 06 MIN E 75.5 FT; S 86
DEG 58 MIN E 112.2 FT; E 32.6 FT ALONG CTR LINE
OF SD CR; S 114.6 FT; S 61 DEG 03 MIN W 115.2 FT;
N 74 DEG 57 MIN W 321.0 FT M OR L TO POINT OF
BEGINNING. (CONTAINS 1.6 ACRES)

EXHIBIT "B"

RIGHT OF WAY MAP

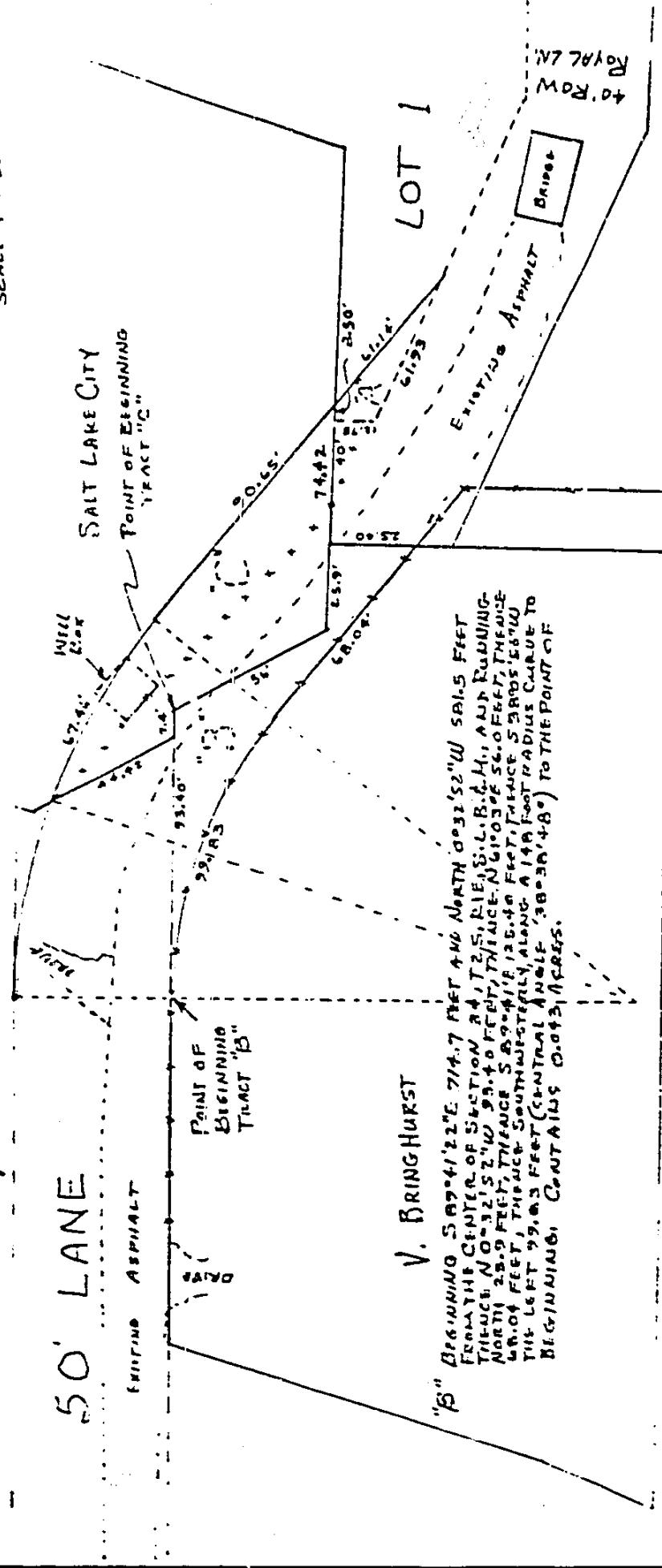
August 30, 1915 R. J. ELLIS
Royal Lane Home Owners
of Scottsdale

Subscribers Certificate: I, Romer J. Ellis, Do hereby certify that High Street license #2577, and that the Subway of Property transferred herein is true and correct as follows:

50' LANE

FURTHER ASPECTS

三九經



"Beginning corner North from 7th P South west corner of lot 1, Royal Lake subdivision #5 situated on Salt Lake County roads, and running about 60 1/4 feet, the west 5 2 3/4' x 45' w 61 1/2' e the east 11 1/2' x 10 1/2' 70 feet, the rear 12 7/8' x 10 1/2' 70 feet, the front 12 7/8' x 10 1/2' 70 feet, containing 10.077 acres.

C. BEGINNING 5° 58' 04" '22" F 714.7 FEET AND N 0° 32' 52" W 674.9 FEET FROM THE CENTER OF SECTION 31, T 25, R 15, S. C. R. & M. AND FACING THE SIDE NORTH, AS FOLLOWS: 5° 04' 52" E 740 FEET, THENCE S 61° 00' 3" W 44.42 FEET, THENCE N 04' 52" E 7.46 FEET ALONG A 198 FEET CIRCUMFERENCE, RADIUS CENTER TO N 3° 03' 56" E 90.65 FEET (CIRCUMFERENCE 190.31' 17") THENCE S 61° 00' 3" W 56.0 FEET, THENCE SOUTH 49.42 FEET, THENCE 0.002 FEET, TO THE POINT OF BEGINNING. COUNTERS

БК 621 | РГ | 707

EXHIBIT "C"

(Bringhurst Parcel)

The following described real property situate in Salt Lake County, Utah:

Commencing South 89°41'22" East 714.7 feet and North 0°32'52" West 487.2 feet from Center Section 34, Township 2 South, Range 1 East, Salt Lake Meridian; North 0°32'52" West 187.7 feet; North 61°03' East 56 feet; North 25.9 feet; South 89°41' East 105.5 feet; South 0°32'52" East 314.6 feet; North 80°52' West 25.4 feet; North 62°30' West 147.5 feet to the beginning (0.96 acre).

EXHIBIT "D"

Intentionally Omitted

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EXHIBIT "E"
(Royal Lane Subdivision No. 2)

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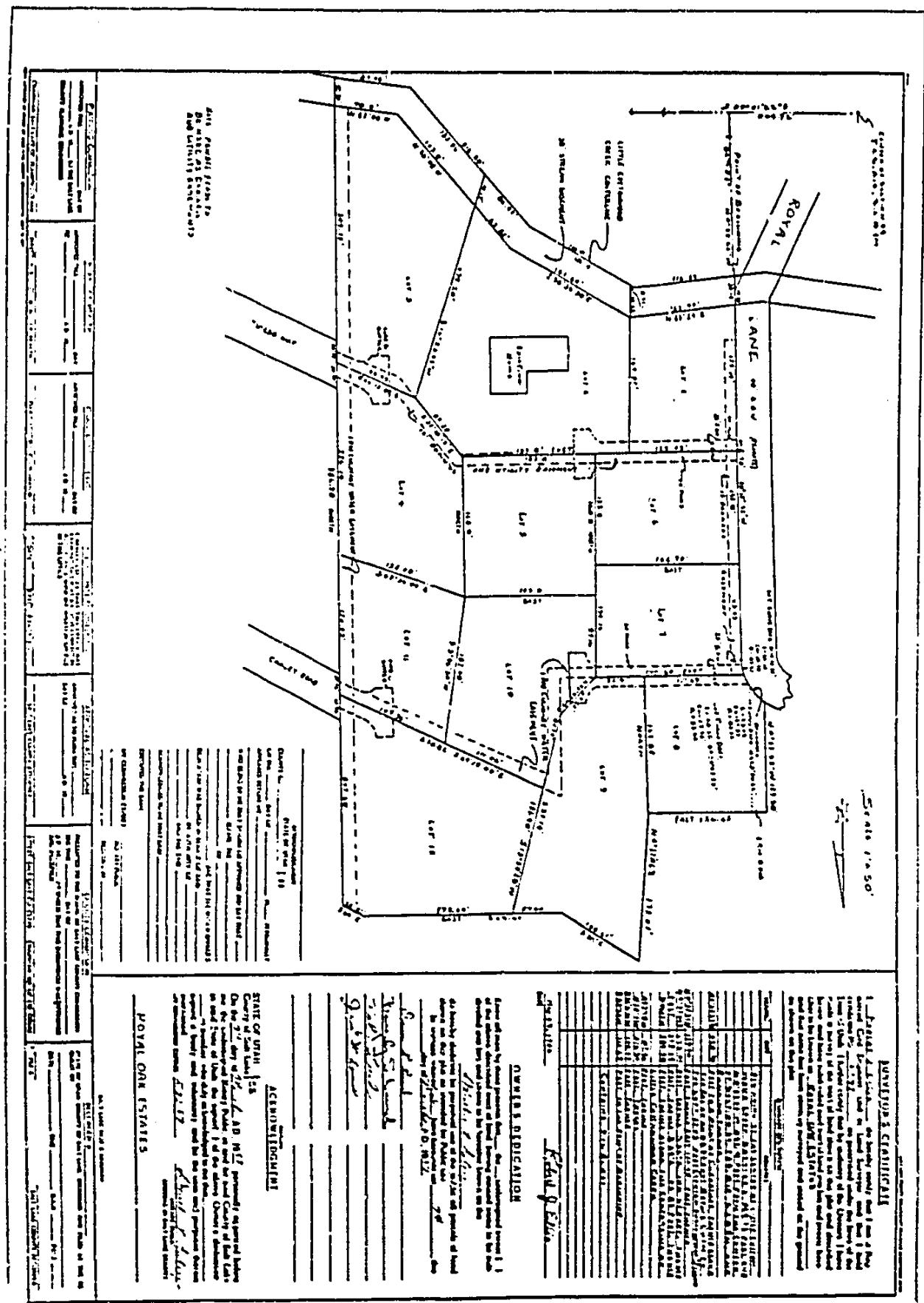


EXHIBIT "E-1"

Boundary Description of Proposed Royal Lane Subdivision No. 2
(certificate of Robert J. Ellis, Surveyor, dated May 29, 1986)

Beginning at the center of Little Cottonwood Creek S. $89^{\circ}41'22''$ E. 864.72 feet and N. $0^{\circ}32'52''$ W. 847.41 feet from the Center of Section 34, T. 2 S., R. 1 E., S. L. B. & M. and running thence N. $0^{\circ}32'52''$ W. 458.78 feet to a point of curvature, thence along the arc of an 83.52 foot radius curve to the left 59.05 feet (central angle $40^{\circ}30'26''$) thence N. $0^{\circ}32'52''$ W. 129.5 feet, thence East 136.65 feet, thence N. $4^{\circ}37'06''$ E. 172.01 feet, thence S. 56° E. 100.61 feet, thence East 229.64 feet, thence S. 64° E. 26.82 feet, thence South 986.98 feet, thence along the center line of Little Cottonwood Creek N. $83^{\circ}08'$ W. 87.46 feet, thence N. $38^{\circ}43'$ W. 216.5 feet, thence N. $58^{\circ}36'30''$ W. 144.49 feet, thence S. $83^{\circ}24'$ W. 116.69 feet to the point of beginning.

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