

690353

ASSUMPTION QUITCLAIM DEED

GERALD J. PALMER and HEATHER KAE PALMER, father and daughter, both single persons, of Sweetwater County, State of Wyoming, Grantors, for and in consideration of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, hereby QUITCLAIM to THE PALMER CO. LIMITED PARTNERSHIP, a Wyoming limited partnership, of 825 West 3rd North, Green River, Wyoming 82935, Grantee, the following described real property located in Davis County, State of Utah, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the States of Wyoming and Utah:

PARCEL 3:

Beginning 118 feet North of the North line of Center Street at a point 520.20 feet West and 954.801 feet South of the Northeast corner of Lot 3, Block 3, North Millcreek Plat, Bountiful Townsite Survey, thence North 160.256 feet; thence West 78 feet; thence South 160.256 feet; thence East 78 feet to the point of beginning (for identification purposes only, this parcel contains the 4-plex on the East side of the road).

TOGETHER WITH right of way over the following described property or that portion thereof necessary for ingress and egress on the subject premises:

Beginning at a point 776.65 feet West and 174.75 feet North from the Bountiful City Monument marking the centerline intersection of 200 West and Center Streets, Bountiful City, Utah, and running thence North 88.00 feet to the South line of a street used for ingress and egress North and East of an 8-plex known as 77 North Parker Way or also known as Building "A"; thence West 16.5 feet; thence South 88.00 feet, more or less, thence East 16.5 feet to the point of beginning.

Buyer for the benefit of tenants in the demised 4-plex apartments shall have a limited right in common with all tenants of the remaining 52 units comprising Parker Place to use the existing swimming pool and tennis courts situated upon the following described premises, so long as Buyer pays his proportionate share of maintenance, repair and improvement costs thereof based upon the number of Buyer's apartment units as compared to the entire 56 unit complex. Buyer shall retain such right in common notwithstanding conversion of all or any portion of Parker Place complex being converted to condominiums as considered by Seller.

PARCEL 1:

Beginning at a point 278.255 feet North of the North line of Center Street at a point

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

Handwritten notes:
7/13/84, 7/16/84
Bountiful, Utah

which is given as West 520.20 feet and South 794.545 feet from the Northeast corner of Lot 3, Block 3, North Millcreek Plat, Bountiful Townsite Survey (corner not in place) said point is also West 559.78 feet along the center line of Center Street and North perpendicular to said centerline 303.01 feet from the Bountiful City Monument at 200 West and Center Street and running thence North 222.10 feet to a fence; thence North 89° 11' 18" West 409.46 feet along said fence; thence South 356.16 feet; thence East 70.00 feet; thence North 6.36 feet; thence East 82.75 feet; thence North 86.00 feet; thence East 124.87 feet; thence South 20.00 feet; thence East 4 feet; thence South 0° 54' 10" East 222.39 feet; thence East 50 feet; thence North 0° 54' 10" West 222.39 feet; thence North 55.89 feet; thence East 78 feet to the point of beginning (for identification purposes only, this parcel contains 48 unit apartments).

TOGETHER WITH a right of way easement for installation and maintenance of water and sewer lines, and other utilities, over the West 10 feet of the following described land:

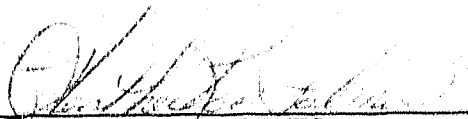
Beginning 8.34 chains South and 713.5 feet West from the Northeast Corner of Lot 3, Block 3, North Millcreek Plat, Bountiful Townsite Survey, thence West 100 feet; thence North 3.49 chains to the South line of a street; thence East 100 feet; thence South 3.49 chains to the point of beginning.

ALL TOGETHER with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, conditions and rights of way of record.

The above described property is conveyed subject to a contractual indebtedness in favor of J. L. Murphy, which indebtedness is in the principal sum of approximately \$65,619.44, which indebtedness the Grantee herein assumes and agrees to pay by accepting delivery of this deed.

WITNESS our hands this 14 day of November, 1982.


GERALD J. PALMER


HEATHER KAE PALMER

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

The foregoing instrument was acknowledged before me this 14 day of November, 1982, by GERALD L. PALMER.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: May 1, 1984

Residing at: Bountiful, Utah