

When recorded, return to:

~~A. O. Headman, Jr., ESO~~  
~~257 East 200 South, Suite 700~~  
~~Salt Lake City, UT 84111~~

DON BERMANT  
12021 HIDDEN VALLEY CLUB DR.  
SANDY, UTAH 84092

## FENCE LINE AGREEMENT

THIS AGREEMENT is made this 18th day of October, 2004, between Donald Jay Bermant and M. Denise Bermant, as joint tenants ("Bermants") and Hidden Valley Country Club, a Utah non-profit corporation formerly known as the Fort Douglas Country Club organized and existing under the laws of the State of Utah (the "Club").

### RECITALS:

WHEREAS, Bermants are acquiring the property described as Parcel 1 from the Club; and

WHEREAS, the Club will continue to own land adjacent to and sharing a boundary with Parcel 1, that property being described as Parcel 2 in Exhibit A attached; and

WHEREAS, as part of the agreement between the Bermants and the Club regarding the purchase of the property by Bermants, the Bermants have agreed to install a chain link fence along the boundary between Parcel 1 and Parcel 2; and

WHEREAS, the Club has agreed that Bermants may place entries or gates through the fence to allow pedestrian ingress and egress between Parcel 1 and Parcel 2, and to maintain the fence and gate after it has been installed, onto the property of the Club,

NOW, THEREFORE, the parties agree as follows:

Bermants will install a chain link fence not less than six feet in height around the perimeter of Parcel 1 where it borders property owned by the Club.

Bermants may install gates in the fence that allows pedestrian ingress and egress between Parcel 1 and Parcel 2. No vehicular access shall be permitted through the fence or gate between Parcel 1 and 2, except as may be consented to in writing by the parties hereto on each such occasion.

. Subsequent to the installation of the fence and gate, the Club will maintain (and replace if necessary) the fence at all times in the future.

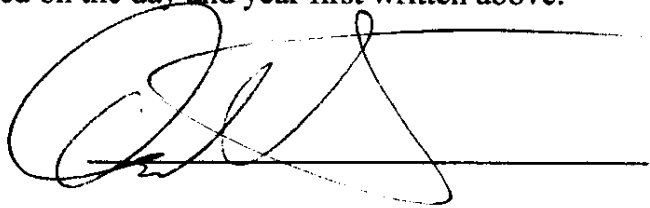
. Bermants, and any subsequent owner of Parcel 1 who is also a member of the Club, may use the gate for the purpose of ingress and egress to the Club's property.

. The agreements set forth herein are covenants that touch and concern and shall benefit and burden both Parcel 1 and Parcel 2, and it is agreed they shall run with both Parcels 1 and 2.

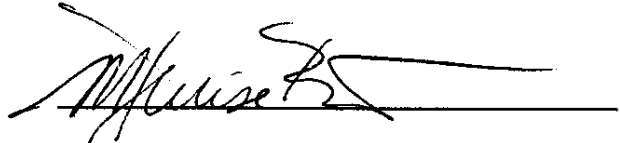
. In the event that either party breaches this Agreement, the non-breaching party shall be entitled to recover all costs, including Court costs and attorney's fees, reasonably incurred as a result of the breach, whether with or without litigation.

. The officer of the Club who signs this Agreement certifies that this Agreement has been duly authorized under a resolution duly adopted by the Board of Directors of the Club at a lawful meeting duly held.

This Fence Line Agreement is signed on the day and year first written above.



Donald Jay Bermant



M. Denise Bermant

Hidden Valley Country Club, a Utah  
non-profit corporation

By: 

David W. Slagle  
Its: President

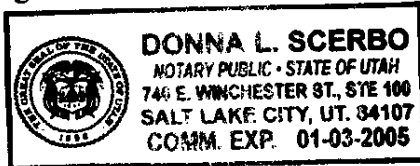
STATE OF UTAH

)

: ss.

COUNTY OF SALT LAKE )

On the 5th <sup>NOVEMBER, 2004</sup> day of , personally appeared Donald Jay Bermant, the signer of the foregoing instrument.



A handwritten signature of Donna L. Scerbo in black ink.

Notary Public

Residing at: SLC

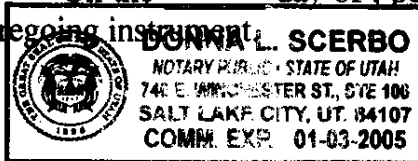
My Commission Expires: 1-03-05

STATE OF UTAH )

: SS.

COUNTY OF SALT LAKE )

On the 5th <sup>NOVEMBER, 2004</sup> day of , personally appeared M. Denise Bermant, the signer of the foregoing instrument.



A handwritten signature of M. Denise Bermant in black ink.

Notary Public

Residing at: SLC

My Commission Expires: 1-03-04

STATE OF UTAH )

: SS.

COUNTY OF SALT LAKE )

On the 18th <sup>October, 2004</sup> day of , personally appeared before me David W. Slagle, who being by me duly sworn did say that he is the President, of Hidden Valley Country Club, a Utah non-profit corporation, and that the within and the forgoing instrument was signed on behalf of said corporation by its authority and said David W. Slagle duly acknowledged to me that said corporation executed the same.

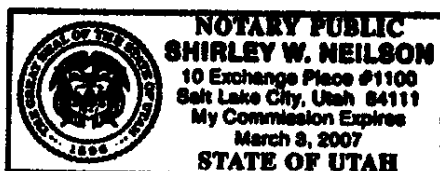
A handwritten signature of David W. Slagle in black ink.

Notary Public

Residing at: Salt Lake County, Utah

My Commission Expires: 3/3/07

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BK 9058 PG 3192

## **Exhibit "A"**

Each of the following parcels is located in Salt Lake County, State of Utah.

Parcel 1: BEGINNING at a point South 89°55'21" East 36.103 feet along section line, and due South 1540.521 feet and South 5°00'00" West 131.90 feet from the North quarter corner of Section 28, Township 3 South, Range 1 East, Salt Lake Base and Meridian; said point also being South 5°00'00" West 18.074 feet from the Northeast corner of Lot 250, Hidden Valley Country Club Estates No. 2 Subdivision, as recorded; thence North 5°00'00" East 247.392 feet, along the East line of said subdivision and the East line of Hidden Valley Country Club Estates Subdivision; thence North 31°00'00" West, 190.817 feet, along said subdivision, said point also being North 31°00'00" West 21.500 feet from the Southeast corner of Lot 21 of said subdivision; thence North 36°04'10" East, 55.632 feet, thence South 74°41'53" East, 50.515 feet; thence South 56°04'13" East 58.094 feet; thence South 4°19'03" East 62.114 feet; thence South 7°28'17" East, 48.927 feet; thence South 25°47'44" East 40.042 feet; thence South 4°28'13" West, 132.928 feet; thence North 85°00'00" West 10.000 feet; thence South 4°28'12" West 275.908 feet; thence North 85°00'00" West, 52.000 feet, to the East line of Lot 250, Hidden Valley Country Club Estates No. 2 Subdivision; thence North 5°00'00" East, 140.000 feet to the POINT OF BEGINNING; said described tract containing 38,925 Square Feet, or 0.89 Acres, more or less.

*PT. 28-28,251.001*

Parcel 2: See attached description for the Club Parcel.

Parcel 2:

Beginning South 0°04'39" West 35 feet and South 89°55'21" East 508.439 feet from the North quarter corner of Section 28, Township 3 South, Range 1 East, Salt Lake Meridian; thence South 0°04'39" West 187.004 feet; thence South 58°03'55" West 215.241 feet; thence South 47°33'28" West 91.902 feet; thence South 25°04'01" West 302.778 feet; thence South 10°02'52" West 350 feet; thence South 38° West 245 feet; thence South 31° East 250 feet; thence 5° West 583.609 feet; thence Southeasterly along a curve to the left 147.14 feet; thence South 33° East 177.193 feet; thence North 58°54'15" East 255 feet; thence South 54° East 558.821 feet; thence South 148.43 feet; thence South 89°56'14" East 522 feet more or less; thence North 6°48'52" West 100.504 feet; thence North 71°34'37" East 178.452 feet; thence North 70°14'58" East 110.17 feet; thence North 10° West 602.89 feet; thence West 155.025 feet; thence North 536.5 feet; thence East 3.75 feet; thence North 3° East 800.25 feet; thence South 89°30' East 574.2 feet North 15° East 224.4 feet; thence East 618.75 feet; thence North 297 feet; thence West 2640 feet more or less to the East line of road; thence South 0°04'39" West 35 feet; thence South 89°55'21" East 508.439 feet to the point of beginning. Less Street.

Excepting therefrom Parcel 1 as described herein.

Pt. 28-28251.001