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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROBERT CUMMINGS  
225 S 200 E #150  
SLC UT 84111  
BY: ZJM, DEPUTY - WI 4 P

## AGREEMENT

AGREEMENT ("Agreement") entered into in duplicate originals on 15 day of Nov., 2004, by and between, Lee Thomas Lewis ("Lewis") and Carolyn Lewis, Successor Trustee of The Anna T. Bury Family Trust dated September 28, 2001 ("Bury"),

Witnesseth:

Whereas, Lewis is the owner of the following described real property in Salt Lake County, Utah, to-wit:

## Tract 1:

Commencing at the Southeast corner of Lot 4, Block 109, Plat "D", Salt Lake City Survey; and running thence South 33 feet; thence West 150 feet; thence North 47.25 feet; thence East 150 feet; thence South 14.25 feet to the place of beginning. Subject to a right of way over the South 12 feet of said property (Parcel I.D. No. 09-32-161-014); and

Whereas, Bury is the owner of the following described real property in Salt Lake County, Utah, to-wit:

## Tract 2:

Commencing at the Southwest corner of Lot 1, Block 109, Plat "D", Salt Lake City Survey, and running thence East 45 feet, thence North 8 rods; thence West 45 feet; thence South 8 rods to the place of beginning.

Together with a non-exclusive right of way over the South 12 feet of Tract 1 above (Parcel I.D. No. 09-32-161-019); and

Whereas, a garage has been erected on the west 20 feet of the said 12 foot right of way referred to in the descriptions of said Tract 1 and Tract 2, and certain disputes have arisen between the parties with regard to said garage and the said right of way and the parties desire to resolve said disputes by this Agreement,

NOW THEREFORE, for good and valuable consideration, it is mutually agreed as follows:

1. Lewis agrees to convey all of Lewis' interest in and to the West 20 feet of said right of way described in Tract 1 and Tract 2 above to the Bury Trust, the intent of said conveyance being to vest in the Bury Trust to the greatest extent possible the fee interest in the 20' x 12' tract described in said conveyance. It is agreed however that the conveyance is to be without warranty or title insurance and the form thereof shall be a quit claim deed only, and copy of said quit claim deed is attached hereto as Ex. A.

2. The north wall of the said garage was also the south wall of a garage on the Lewis property which was recently demolished. The foundation of said garage on the Lewis

property still remains in place. The said north wall is now being temporarily supported by supports anchored on Lewis' property. It is agreed that Bury will remove the said north wall from Lewis property by attaching it to the Bury garage and removing the temporary support now anchored on the Lewis property, or in the alternative will build a new north wall on the Bury garage, and remove the current north wall at Bury's expense. The work described in this paragraph will be completed within 30 days from date hereof.

3. Bury acknowledges that after the aforesaid quit claim has been given as provided herein, that Lewis still owns the fee under the East 130 feet of the right of way described in Tract 1 and Tract 2 above (hereinafter "130 foot Right of Way, and that he uses it for ingress and egress to Lewis' property (together with all other rights of a fee title) subject to right of way over the same.

4. Lewis agrees that after said quit claim deed has been given that Lewis will recognize and acknowledge Bury's ownership in fee of the property covered by the quit claim deed, and that Bury has a non-exclusive right of way in the 130 foot Right of Way.

5. The parties hereto agree to cooperate in the use of said 130 foot Right of Way and each agrees that he/it will use the same in accordance with law, and each agrees not to obstruct the right of way by parking cars therein or otherwise, nor to unreasonably interfere the lawful use thereof by the other, and each agrees to cooperate and reasonably participate with the other with regard to the maintenance and snow removal on the said 130 foot Right of Way.

6. It is agreed that the north wall of the garage will be completed as set out in paragraph 2 above with the said wall extending no further north than reasonable construction requires. It is further agreed that if after such construction the Bury garage extends slightly onto property of Lewis beyond the 20' x 12' described in the said quit claim deed, that Bury will not be required to demolish the same where it so intrudes. Likewise if the foundation of the Lewis garage intrudes on the property conveyed by the said quit claim deed, Lewis will not be required to demolish the same where it so intrudes and that Lewis may construct a garage on said foundation even if the foundation intrudes on the 20' x 12' tract so long as the new garage does not extend beyond the foundation on the south. However, if the Bury garage is demolished in the future, it is agreed that any replacement garage will not extend beyond the tract described in the said quit claim deed, and if the Lewis garage foundation is demolished in the future, it is agreed that any replacement foundation, will not extend into the said 20' x 12 ' foot tract described in the said quit claim deed.

7. Bury will pay to Lewis a cash sum in an amount which has been agreed upon by the parties, and receipt of said sum is hereby acknowledged by Lewis.

8. It is agreed that this Agreement shall run with the land and shall be binding upon the heirs, personal representatives, assigns and successors of the parties hereto.

9. Carolyn Bury executes this Agreement as Successor Trustee of The Anna T. Bury Family Trust dated September 28, 2001, and represents that she is the duly constituted Successor Trustee of said trust, and that she is duly authorized as such Successor Trustee to execute this Agreement, and Lee Thomas Lewis represents that he has full authority to sign this Agreement.

Dated this 15<sup>th</sup> day of Nov., 2004.

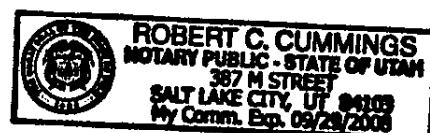
Lee Thomas Lewis  
Lee Thomas Lewis

Carolyn Lewis Successor Trustee  
Carolyn Lewis, Successor Trustee of  
The Anna T. Bury Family Trust dated  
September 28, 2001

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
Nov., 2004, by Lee Thomas Lewis, signer thereof.

Robert C. Cummings  
Notary Public



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

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of  
Nov., 2004, by Carolyn Lewis, Successor Trustee of The Anna T. Bury Family Trust  
dated September 28, 2001, signer thereof.

Connie L. Manley  
Notary Public



QUIT CLAIM DEED

LEE THOMAS LEWIS, Grantor, of Salt Lake City, Utah,  
hereby QUIT CLAIMS to CAROLYN LEWIS, Successor Trustee of The Anna  
T. Bury Family Trust dated September 28, 2001, Grantee, of 673 7<sup>th</sup>  
Avenue, Salt Lake City, Utah,

for the sum of TEN DOLLARS and other good and valuable consideration, the following-described tract of land in Salt Lake County, State of Utah:

Commencing at a point which point is 33 feet South and 150 feet West of the Southeast corner of Lot 4, Block 109, Plat "D", Salt Lake City Survey; and running thence North 12 feet; thence East 20 feet; thence South 12 feet; thence West 20 feet to the place of beginning, being the West 20 feet of the right of way referred to in that certain Personal Representative's Deed, recorded in the office of the Salt Lake County Recorder on May 25, 2000, at Book 8363, Pages 8586 and 8587.

Part of Parcel I. D. No. 09-32-161-014

WITNESS the hand of said Grantor this \_\_\_\_\_ day of  
November, 2004.

**GRANTOR**

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

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of November, 2004, by Lee Thomas Lewis, Grantor and the  
signer  
thereof.

Notary Public

Ex R BK 9063 PG 3051