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03/11/94 4:47 PM 48.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON CORPORATION
2661 ST MARY'S WAY SLC, 84108
REC BY:D KILPACK ,DEPUTY - VI

NOTICE OF COVENANTS

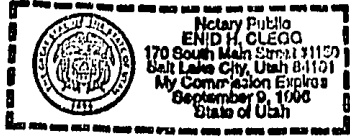
Notice is hereby given that on the 3rd day of July, 1991, Brighton Corporation, as owner of certain real property described in Exhibit "I" hereto, and Isabel and Walter Coats, individually and as Trustees of the Isabel M. Coats Trust, as owner of the real property described in Exhibit "II" hereto, and Fred and Lucy Moreton, as owners of certain real property described in Exhibit "III" hereto entered into a PROPERTY USE AGREEMENT, a true copy of which is attached hereto as Exhibit "IV", which agreement imposes certain burdens upon, and provides benefits for the owners of said parcels of real property located in Block 4, Silver Lake Summer Resort, Salt Lake County, State of Utah.

Said Property Use Agreement is binding upon the heirs, successors in interest, and assigns of the respective covenanting parties thereto.

Dated this 11th day of March, 1994

Mary M. Burton
BRIGHTON CORPORATION by its duly elected
President

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, this 11th day of March, 1994,



Enid H. Clegg
NOTARY PUBLIC
My Commission Expires: 9/9/96
County of Salt Lake, State of Utah

BK 6892 Pg 0500

EXHIBIT "I"

Brighton Corporation
c/o Mary M. Barton
2661 St. Mary's Way
Salt Lake City, UT 84108-2560

Property type assessed:

Secondary Res/Com/Ind Land;
Secondary Res/Com/Ind Bldg.

Parcel No: 24-35-178-017-0000
Parcel No: 24-35-178-015-0000
Tax District: 40 Types 117,901

Property locations: 12700 Big Cottonwood #SEG
12652 E. Pine Street #APXBT

Property descriptions: Lots 27 & 28, Blk 4, Silver Lake
Summer Resort. Also Beg S 89°33' E. 115.5 ft. fr

Beg NW cor Lot 29, Blk 4, Silver Lake Summer
Resort; N 87°33'W 29.36 ft; S

* Note: See Two Attachments for
Complete Legal Descriptions.

8K6892PG0501

VTDI 24-35-178-017-0000 DIST 40 TOTAL ACRES 0.88
 BRIGHTON CORP PRINT P UPDATE N REAL ESTATE 26700
 LEGAL N BUILDINGS 179600
 % SAMUEL W CLARK JR TAX CLASS MOTOR VEHIC 0
 1687 S DEVONSHIRE DR EDIT 1 BATCH NO 126 TOTAL VALUE 206306
 SALT LAKE CTY UT B41082560 BATCH SEQ 493
 LOC: 8095 BGCOTTONWD CYN #8221 EDIT 0 BOOK 6565 PAGE 1892 DATE 12/11/92
 SUB: TYPE UNKN PLAT

P R O P E R T Y D E S C R I P T I O N
 LOTS 27 & 28, BLK 4, SILVER LAKE SUMMER RESORT. ALSO BEG S
 87'33' E 115.5 FT FR NW COR LOT 29, SD BLK 4; S 2'27' W
 198.5 FT; E 182 FT; N 2'27' E 140 FT M OR L; N 87'33' W 25
 FT M OR L; N 2'27' E 33 FT; N 87'33' W 132 FT; N 2'27' E 25
 FT; N 87'33' W 16.5 FT TO BEG. 0.88 AC M OR L.

LIGHT TYPE
 OR RECORDED

BK 5892 PG 0502

VTDI 24-35-178-015-0000 DIST 40
BRIGHTON CORP

PRINT P	UPDATE N	TOTAL ACRES	0.04
LEGAL N		REAL ESTATE	500
TAX CLASS		BUILDINGS	0
		MOTOR VEHIC	0
		TOTAL VALUE	500

PO BOX 58139 EDIT 1 BATCH NO 126
SALT LAKE CTY UT 841580139 BATCH SEQ 493
LOC: 8095 HGCOTTONWD CYN #8223 EDIT 0 BOOK 6560 PAGE 2780 DATE 12/11/92
SUB: TYPE UNKN PLAT

PROPERTY DESCRIPTION
BEG NW COR LOT 29, BLK 4, SILVER LAKE SUMMER RESORT; N 87°
33' W 29.36 FT; S 27°27' W 58 FT; S 87°33' E 29.36 FT; N 27°
27' E 58 FT TO BEG. 0.04 AC M OR L.

LIGHT TYPE
CA. REORDER

BK 6892 PG 0503

EXHIBIT "II"

Mail tax notice to _____ Address _____

SPECIAL WARRANTY DEED

BRIGHTON CORPORATION, a Utah corporation, organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, GRANTOR, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to ISABEL M. COATS and WALTER M. COATS, as Joint Trustees of the Isabel M. Coats Trust dated December 10, 1985, GRANTEEES, of Merced, California, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah:

Beginning at the Northwest corner of Lot 29, Block 4, Silver Lake Summer Resort, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office, and running thence South 87°33'0" East along the North line of said Lot 29, 115.5 feet (Record equals East); thence South 2°27'0" West 198.5 feet to the South boundary line of Grantor's property; thence North 87°33'0" West along the South boundary line of Grantor's property 115.5 feet (being the property conveyed to Grantor under Warranty Deed dated 1/28/61 as recorded 8/2/61 as entry number 1791991 in Book 1827 Page 346 in the office of the Salt Lake County Recorder); thence North 2°27'0" East 198.5 feet (Deed equals North) to the point of beginning. (Cont. .5263 acres more or less)

RECORDED
1985-03-27

Basis of bearing: Line between the Salt Lake County Monument found at the intersection of Pine Street and Wasatch Street to Salt Lake County Monument found in Prospect Street. Said line being South 28 Degrees 48 Minutes 47 Seconds East as surveyed. Bearings were rotated 2 Degrees 27 Minutes clockwise as needed to conform to street centerline data as shown on the Salt Lake County area reference plat for Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

RESERVING unto the Grantor, its successors and assigns, a permanent easement and right-of-way for roadway and utility purposes over and across the hereinafter described premises to be used in common by the Grantor and Grantee herein, and other named Grantees of the Grantor for construction, reconstruction, maintenance, and repair of a roadway for ingress and egress and utility easements for waterlines, sewer lines, electrical lines, telephone lines, natural gas lines, and other utilities incidental to a residential use, to-wit:

Beginning at the Southwest corner of Lot 29, Block 4, Silver Lake Summer Resort according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, and running thence South 87°33'0" East 115.5 feet; thence South 2°27'0" West 20 feet; thence North 87°33'0" West 115.5 feet; thence North 2°27'0" 20 feet to the point of beginning.

The above-named Grantor, Grantee, and other named Grantees thereof shall use the easements and right-of-ways granted by this instrument in common with due regard to the rights of others and their use of such easements and right-of-ways, and such easements and right-of-ways shall not be used in any way that will impair the rights of others to use it. No party shall in any way obstruct the use of said easements and right-of-ways to the detriment of others holding a beneficial interest therein.

BK6892PG0504

Grantor further reserves unto itself, its successors and assigns, a permanent waterline easement as the same now exists under the above-described premises conveyed herein for the now existing residential waterline to the residence on Grantor's property together with the right of ingress and egress for the maintenance and repair of said existing water line.

BUILDING RESTRICTIONS. The above-described premises shall be limited to the construction of a single residential building containing not in excess of twelve hundred square feet on each floor, and containing not more than two floors. Outside decking not under any roof shall not be included in said twelve hundred square foot limitation.

Grantor expressly reserves the right to review and approve the proposed placement, plans, and designs for any improvements to be located upon the above-described property, which approval shall be timely and shall not be unreasonably withheld.

Subject to an existing right-of-way agreement dated September 12, 1990, between Brighton Corporation as Grantor and David S. Dransfield and Sarah Adelle Dransfield as Grantees, together with others in common as recorded September 18, 1990, in Book 6253 Page 2002, Entry Number 4967074 in the office of the Salt Lake County Recorder.

Subject to that certain waterline easement dated June 10, 1991, from Brighton Corporation, Grantor, to Silver Lake Company, Grantee of a perpetual waterline easement 10 feet in width extending along the Western property line of the premises conveyed herein.

Subject to any and all other existing right-of-ways and easements of record.

Subject to the restriction that upon the transfer or sale of the above-described premises the named Grantor and its successors and assigns who are descendants of Mary M. Barton are granted a first right of refusal for the purchase thereof, and Fred A. Moreton and Lucy W. Moreton and their descendants are granted a second right of refusal for the purchase thereof. A sale or transfer of the above-described premises to the descendants of Isabel M. Coats shall be exempt from said described first and second rights of refusal but said terms shall be binding upon the transfer of said premises to any party not a descendant of Isabel M. Coats.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 3 day of July, 1991.

BRIGHTON CORPORATION a Utah corporation,

BY: Mary Moreton Barton
Mary Moreton Barton, President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 3rd day of July, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARY MORETON BARTON, known to be to be the President of BRIGHTON CORPORATION, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and he duly acknowledged to me that said corporation executed the same in pursuance of a resolution of its Board of Directors.

My Commission Expires:

Sharon R. [Signature]
NOTARY PUBLIC
Residing at: [Redacted]
[Notary Seal: Sharon R. [Signature], Notary Public, Salt Lake County, Utah, My Commission Expires July 1, 1993, State of Utah]

FOR COPY -
GO. RECORDED

BK 6892 PG 0505

EXHIBIT "III"

Mail tax notice to _____ Address _____

SPECIAL WARRANTY DEED

BRIGHTON CORPORATION, a Utah corporation, organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, GRANTOR, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to FRED A. MORETON and LUCY W. MORETON, as Joint Tenants, GRANTEES, of Salt Lake City, Utah, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah:

Beginning at a point which is 33 feet South 2°27' West and 304 feet South 87°33' East from the Southwest corner of Block 4, Silver Lake Summer Resort, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office (said beginning point being the Southwest corner of the Grantor's property as received under Warranty Deed dated 10/4/62 as recorded 10/5/62, entry number 1873369 in Book 1971, Page 376, in the office of the Salt Lake County Recorder) and running thence North 2°27'0" East 133.5 feet (Deed equals North) to the Northwest corner of the Grantor's property as described in the aforesaid Warranty Deed; thence South 87°33'0" East (Deed equals East) 100.68 feet, more or less, to the center of Section line of Section 35, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence along said center Section line South 0°01'14" East 133.5 feet to the South line of the premises as received by Grantor under said previously described Warranty Deed (Deed equals South); thence North 87°33'0" West 106.44 feet along said South line (Deed equals West), more or less, to the point of beginning.

(Cont. .3262 acres more or less)

Basis of bearing: Line between the Salt Lake County Monument found at the intersection of Pine Street and Wasatch Street to Salt Lake County Monument found in Prospect Street. Said line being South 28 Degrees 48 Minutes 47 Seconds East as surveyed. Bearings were rotated 2 Degrees 27 Minutes clockwise as needed to conform to street centerline data as shown on the Salt Lake County area reference plat for Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

TOGETHER with a permanent easement and right-of-way for roadway and utility purposes over and across the hereinafter described premises to be used in common by the Grantor and Grantee herein, and other named Grantees of the Grantor, for construction, reconstruction, maintenance and repair of a roadway for ingress and egress and utility easements for waterlines, sewer lines, electrical lines, telephone lines, natural gas lines, and other utilities incidental to a residential use, to-wit:

Beginning at the Southwest corner of Lot 29, Block 4, Silver Lake Summer Resort according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, and running thence South 87°33'0" East 304 feet more or less to the West line of the above-described property conveyed herein; thence South 2°27' West 20 feet; thence South 87°33' East 304 feet more or less to a point South of the point of beginning, thence North to the point of beginning.

FOR COPY
CALL RECORDER

BK 6892 PG 0506

The above-named Grantor, Grantee, and other named Grantees thereof shall use the easements and right-of-ways granted by this instrument in common with due regard to the rights of others and their use of such easements and right-of-ways, and such easements and right-of-ways shall not be used in any way that will impair the rights of others to use it. No party shall in any way obstruct the use of said easements and right-of-ways to the detriment of others holding a beneficial interest therein.

BUILDING RESTRICTIONS. The above-described premises shall be limited to the construction of a single residential building containing not in excess of twelve hundred square feet on each floor, and containing not more than two floors. Outside decking not under any roof shall not be included in said twelve hundred square foot limitation.

Grantor expressly reserves the right to review and approve the proposed placement, plans, and designs for any improvements to be located upon the above-described property, which approval shall be timely and shall not be unreasonably withheld.

Subject to an existing right-of-way agreement dated September 12, 1990, between Brighton Corporation as Grantor and David S. Dransfield and Sarah Adelle Dransfield as Grantees, together with others in common as recorded September 18, 1990, in Book 6253 Page 2002, Entry Number 4967074 in the office of the Salt Lake County Recorder.

COPIES
RECORDED

Subject to any and all other existing right-of-ways and easements of record.

Subject to the restriction that upon the transfer or sale of the above-described premises the named Grantor and its successors and assigns who are descendants of Mary M. Barton are granted a first right of refusal for the purchase thereof, and Isabel M. Coats and her descendants are granted a second right of refusal for the purchase thereof. A sale or transfer of the above-described premises to the descendants of Fred A. Moreton and Lucy W. Moreton shall be exempt from said described first and second rights of refusal but said terms shall be binding upon the transfer of said premises to any party not a descendant of Fred A. Moreton and Lucy W. Moreton.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 3 day of July 1991.

BRIGHTON CORPORATION a Utah corporation,

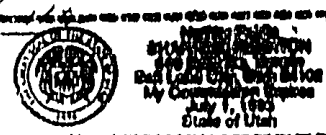
BY: Mary Moreton Barton
Mary Moreton Barton
President

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 3rd day of July, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARY MORETON BARTON, known to be to be the President of BRIGHTON CORPORATION, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and he duly acknowledged to me that said corporation executed the same in pursuance of a resolution of its Board of Directors.

My Commission Expires:

Sharon P.
NOTARY PUBLIC
Residing at:



BK 6892 PG 0507

FED A. MORETON and LUCY W. MORETON

Parcel C

Beginning at a point which is 33 feet South 2°27' West and 304 feet South 87°33' East from the Southwest corner of Block 4, Silver Lake Summer Resort, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office (said point being the Southwest corner of the Grantor's premises as received under Warranty Deed dated 10-4-62 as recorded 10-5-62, entry number 1873369 in Book 1971 Page 376) and running thence 87°33' West 106.44 feet more or less to the center of Section line of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian, thence South 0°1'14" East along said Section line (Deed equals South) 140.63 feet more or less to the South line of Grantor's property, as received under Warranty Deed dated 1-28-61 and recorded 8-2-61 as entry number 1791991 in Book 1827 Page 346 in the Office of the Salt Lake County Recorder; thence North 87°33' West along said South property line 112.5 feet (Deed equals West); thence North 2°27' East 140 feet to the point of beginning. (Cont. .3628 acres more or less)

2002 COPY -
SALT LAKE COUNTY
RECORDER

EW 6892 Pg 0508

SPECIAL WARRANTY DEED

BRIGHTON CORPORATION, a Utah corporation, organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, GRANTOR, hereby CONVEYS and WARRANTS against all claiming by, through or under it to FRED A. MORETON and LUCY W. MORETON, as Joint Tenants, GRANTEES, of Salt Lake City, Utah; for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah:

Beginning at a point which is 33 feet South 2°27' West and 304 feet South 87°33' East from the Southwest corner of Block 4, Silver Lake Summer Resort, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office (said point being the Southwest corner of the Grantor's premises as received under Warranty Deed dated 10-4-62 as recorded 10-5-62, entry number 1873369 in Book 1971 Page 376) and running thence 87°33' West 106.44 feet more or less to the center of Section line of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian, thence South 0°1'14" East along said Section line (Deed equals South) 140.63 feet more or less to the South line of Grantor's property as received under Warranty Deed dated 1-28-61 and recorded 8-2-61 as entry number 1791991 in Book 1827 Page 346 in the Office of the Salt Lake County Recorder; thence North 87°33' West along said South property line 112.5 feet (Deed equals West); thence North 2°27' East 140 feet to the point of beginning. (Cont. .3628 acres more or less)

FOR GOVT.
CO. RECORDS

Subject to the restriction that no residential structure shall be constructed upon the above-described premises.

Subject to any and all easements and right-of-ways in any way effecting the above-described premises.

Subject to the restriction that upon the transfer or sale of any above-described premises the named Grantor and its successors and assigns who are descendants of Mary M. Barton are granted a first right of refusal for the purchase thereof, and Isabel M. Coats and her descendants are granted a second right of refusal for the purchase thereof. A sale or transfer of the above-described premises to the descendants of Fred A. Moreton and Lucy W. Moreton shall be exempt from said described first and second rights of refusal but said terms shall be binding upon the transfer of said premises to any party not a descendant of Fred A. Moreton and Lucy W. Moreton.

BK 6892P60509

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 23rd day of November, 1992.

BRIGHTON CORPORATION, a Utah corporation

BY: Mary Moreton Barton
Mary Moreton Barton
President

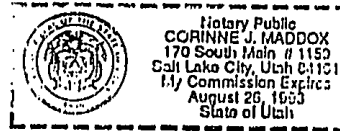
STATE OF UTAH)
) :SS.
County of Salt Lake)

On the 23rd day of November, 1992, personally appeared before me MARY MORETON BARTON, known to me to be the President of BRIGHTON CORPORATION, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and she duly acknowledged to me that said corporation executed the same in pursuance of a resolution of its Board of Directors.

POOR COPY -
CO. RECORDED

Corinne J. Maddox
NOTARY PUBLIC Corinne J. Maddox
Residing at: Salt Lake City, Utah

My Commission Expires:
August 26, 1993



BK 6892760510

EXHIBIT "IV"

PROPERTY USE AGREEMENT

This Agreement is made this 3 day of July, 1991, among BRIGHTON CORPORATION, a Utah corporation, and MARY M. BARTON, hereinafter collectively referred to as "BRIGHTON", and ISABEL M. COATS and WALTER M. COATS, as Joint Trustees of the ISABEL M. COATS TRUST dated December 10, 1985, and ISABEL M. COATS, Individually, hereinafter collectively referred to as "COATS", and FRED A. MORETON and LUCY W. MORETON, as Joint Tenants, hereinafter collectively referred to as "MORETON".

WHEREAS, BRIGHTON has sold to COATS a certain parcel of property 115.5 feet by 198.5 feet from the Westerly portion of the Brighton property, and BRIGHTON has sold to MORETON a parcel of property of the dimensions of approximately 112.5 feet by 274.25 feet constituting the most Easterly portion of the Brighton property,

NOW, THEREFORE, it is heroby AGREED among the parties as follows in regard to the use of said properties:

1. That as between BRIGHTON and COATS as adjacent property owners, each party agrees that what presently consist of the Easterly and Southerly portion of the existing circular driveway and the property in the immediate vicinity thereof will be restored to a natural state of wild flowers, aspen and pine, characteristic of the existing area. The restored area will be maintained by the respective property owners with no vehicular parking thereon. The existing pines, aspen and briar within the present circular driveway will not be removed by either party and will remain as a buffer zone between the two adjacent parcels.

2. For purposes of identification only in this agreement the COATS property shall be referred to as Parcel A, the BRIGHTON property as Parcel B and the MORETON property as Parcel C as to the South 140.5 feet thereof and Parcel 2 as to the North 122.5 feet thereof.

3. BRIGHTON and MORETON agree that MORETON will not make any application for a building permit nor will MORETON construct a residential building on Parcel C of their purchased property,

POOR COPY -
CO. RECORDS

BK6892P60511

but that MORETON will place any residential building which it desires to construct on Parcel 2 of the purchased property.

4. BRIGHTON hereby grants unto COATS and descendants the first right of refusal to purchase the remaining BRIGHTON CORPORATION property and BRIGHTON hereby grants to MORETON and descendants the second right of refusal to purchase the remaining BRIGHTON CORPORATION property. If such purchase rights are not exercised by those parties owning the priorities to purchase, then the owner may sell the same to an outside purchaser on the same terms and conditions that the same were offered to those holding the first right of purchase and second right of purchase referred to in this paragraph.

5. COATS, BRIGHTON, and MORETON agree to participate in the expense of maintenance of the road right-of-way equally as to that portion which crosses the COATS property. BRIGHTON and MORETON agree to share equally in the maintenance and costs of the road right-of-ways as the same cross the BRIGHTON property to give ingress and egress to the MORETON property. David S. Dransfield and Sarah Adele Dransfield, who are the owners of a right-of-way for ingress and egress across the COATS, BRIGHTON and MORETON properties shall be obligated to contribute to the parties for their fair and proportionate share of road construction and maintenance on such right-of-ways. Each of the parties hereto shall receive compensation from the named Dransfields to the extent that the Dransfield right-of-way extends upon each of the properties of the named parties to this agreement.

6. The parties hereto agree that the designated 20 foot right-of-way as described on the deed from Brighton to Coats as used for roadway purposes shall consist of a single lane gravel roadway for vehicular travel, and that there shall be no parking of any vehicles on the roadway portion or on either side of the roadway portion within said 20 foot width right-of-way. Any and all utilities installed within the boundaries of said designated 20 foot right-of-way shall be constructed in compliance with then existing Salt Lake County ordinances.

BK6892Pg0512

NOTWITHSTANDING any other provisions hereof or any other provisions of the Deed of Conveyance from Brighton to Coats, it is expressly agreed among the parties hereto that Coats, at its sole expense, may at any time relocate said 20 foot right-of-way, referred to in the Coats Deed, any distance it may elect farther to the North of its present location, so long as any such new right-of-way connects to the now existing roadway on the Brighton property (B) at the common property line between the Coats property (A) and said Brighton property, and subject further to the condition that the curvature on any such new right-of-way as it transverses the Coats property shall be engineered in such manner that the Salt Lake County fire equipment serving said area can negotiate such roadway without difficulty. Coats, at its expense, will conduct a survey and obtain a metes and bounds survey description of such proposed new right-of-way as it shall traverse the Coats property (A) and connect with the existing road right-of-way at the common property line with the Brighton property (B).

As further consideration to Brighton and Moreton for the granting of the privilege to Coats to relocate said right-of-way, Coats covenants and agrees that Coats will not erect any type of building or structure upon that portion of the Coats property (A) within the boundaries of the old Forest Alley (as vacated) or upon Lot 29.

At such time as any such new right-of-way is agreed upon by the parties in accordance with the specifications set forth above-herein, it is agreed that the former 20 foot right-of-way as described in the Coats Deed shall be released. It is understood and agreed by the parties hereto that the right-of-way in favor of David S. Dransfield and Sarah Adele Dransfield for ingress and egress to their property will be adjusted to tranverse under or across such newly designated right-of-way, and that their prior right-of-way reserved over and across the Coats property (A) shall thereupon be released by them.

7. The 1991 property taxes upon the respective properties as purchased or retained by the named parties shall be pro-rated among them as of the date of their respective conveyances, relying upon the 1991 Salt Lake County Treasurer's Tax Billings. Commencing January 1, 1992, each party shall be responsible for its respective tax assessments.

8. BRIGHTON hereby grants to MORETON a 50 year lease upon the property specifically described as Parcel C lying adjacent and to the South of Parcel 2 for the sum of \$1.00, receipt of which is hereby acknowledged by BRIGHTON from MORETON, and BRIGHTON further covenants that upon request of MORETON it will convey said Parcel C by a Special Warranty Deed from BRIGHTON to MORETON for the consideration of ONE DOLLAR subject to the restriction that MORETON will not build a residential structure upon said Parcel C. BRIGHTON further grants unto MORETON the exclusive first right to renew said 50 year lease upon said Parcel C at any time before the expiration of the first 50 years, for the consideration of ONE DOLLAR, and MORETON shall have the right to continue to enter into successive 50 year leases for said premises, in the event that MORETON has not requested a conveyance of the same from BRIGHTON.

9. As between BRIGHTON and MORETON they reserve the right to change the route of the existing roadway as it crosses their respective premises upon determination by them from a survey that a different description would be more practical and serve them and the Drainsfields in a better way. The Westerly portion of the roadway and utility easement as it crosses over and under the COATS property may not be changed without the express written consent of the COATS property owner. In the event that all of the parties hereto and David S. Dransfield and Sarah Adele Dransfield should elect in writing to move the existing roadway and utility easement to a different location as it intersects the various property owners, then if such new easement is agreed upon by the parties and conveyed by respective deeds of easement as necessary, and if such utility easement does, in fact, make water

available to the existing BRIGHTON residence, then in such event, BRIGHTON agrees to release the COATS property from the certain permanent water line right-of-way which it now owns over and across the COATS property to serve the now existing BRIGHTON residence.

10. The within agreement shall be binding upon the parties hereto and all of their respective successors, assigns, and descendants, and the terms hereof supercede any and all prior oral agreements in any way entered into or among the parties in respect to the subject matters set forth herein.

IN WITNESS WHEREOF, this Agreement is executed the day and year previously set forth above herein.

BRIGHTON CORPORATION, a Utah corporation

BY: Mary M. Barton
Its President

Mary M. Barton
MARY M. BARTON, Individually
"Brighton"

WALTER M. COATS and ISABEL M. COATS, as Joint Trustees of the Isabel M. Coats Trust dated 12/10/85

Isabel M. Coats Trustee
ISABEL M. COATS, Trustee

WITNESS: Isabel M. Coats

Walter M. Coats
WALTER M. COATS, Trustee

WITNESS: Walter M. Coats

Isabel M. Coats
ISABEL M. COATS, Individually
"COATS"

WITNESS: Isabel M. Coats

Fred A. Moreton
FRED A. MORETON

WITNESS: Fred A. Moreton

Lucy W. Moreton
LUCY W. MORETON
"MORETON"

WITNESS: Lucy W. Moreton