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VALLEY TITLE  
# 18881

29345

**PARTY WALL AND BUFFER STRIP AGREEMENT**

Return to:  
Granada, Inc.  
200 N. Main  
Salt Lake City, Ut.

THIS AGREEMENT (the "Agreement") is entered into this 6 day of August 1986 by GRANADA, INC., a Utah corporation, on behalf of itself, its successors and assigns (collectively "Granada") and BRIGHAM YOUNG UNIVERSITY, a Utah corporation, on behalf of itself, its successors and assigns (collectively "BYU").

*Handwritten initials*

**R E C I T A L S :**

A. Granada Property. Granada owns certain real property (the "Granada Property") that is located in Utah County, Utah; that is described more particularly on exhibit A that is attached hereto and that is incorporated herein by reference; and the boundaries of which are shown on that certain survey map (the "Survey Map") that is attached hereto as exhibit B and that is incorporated herein by reference.

B. BYU Property. BYU owns certain real property (the "BYU Property") that is located in part adjacent to the eastern and northern boundaries of the Granada Property.

C. Intent of Parties. By entering into this Agreement the parties desire to provide for (1) the construction and maintenance of a fence along portions of the eastern and northern boundaries of the Granada Property which are adjacent to the BYU Property and (2) the maintenance of a buffer strip along the easternmost 8 feet of the Granada Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granada and BYU hereby agree as follows:

1. Construction of Fence. Granada shall construct a fence (the "Fence") along portions of the eastern and northern boundaries (the "Boundary Line(s)") of the Granada Property subject to the following terms and conditions:

a. Location of Fence. The Fence shall commence on the eastern boundary of the Granada Property at a point that is approximately 114.52 feet north of 2230 North Street (which point is at the intersection of the eastern Boundary Line and an existing fence running west from the BYU Property) and shall then run along portions of the eastern and northern boundaries of the Granada Property as shown on the Survey Map. The Fence shall not run along the northernmost boundary of the Granada Property, which boundary is burdened by an access easement in favor of BYU and is shown on the Survey Map. To the extent of any conflict between the Survey Map and the plat of the Granada Property, the Survey Map shall control.

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extent practically possible, the Fence shall be located directly on the Boundary Lines, but footings, supports and portions of the Fence may be placed on the BYU Property and the Granada Property.

b. Fence Materials. The Fence shall be six feet high and shall be constructed of chainlink unless Granada, in its sole discretion, elects to construct the Fence of more expensive materials.

c. Timing of Construction. Granada shall be required to construct the Fence along portions of the Boundary Lines at the same time that portions of the Granada Property which are adjacent to such Boundary Lines are actually developed. Until such adjacent portions of the Granada Property are so developed, Granada shall be under no obligation to construct the Fence along such Boundary Lines. As of the date of this Agreement, Granada or its affiliates intend to develop the Granada Property in three phases, the boundary lines of which are shown on the Survey Map; provided, however, that Granada shall not be bound by the dimensions of such phases and shall be free, in its sole discretion, to relocate such phases or not to develop such phases.

2. Maintenance of Fence. From the time the Fence, or a portion thereof, is constructed, Granada shall maintain such Fence at its own expense, except for any damage, wear or tear to the Fence that is caused by BYU, its successors or assigns or their respective employees, agents, invitees or licensees, which damage, wear and tear shall be repaired by BYU at its expense promptly upon demand therefor being made by Granada.

3. Buffer Strip. As of the date of this Agreement certain trees, shrubbery and other vegetation (collectively the "Vegetation") are growing along approximately the easternmost 8 feet (the "Buffer Strip") of the Granada Property. The location of the Buffer Strip is shown on the Survey Map. At its expense Granada shall maintain the Vegetation along the Buffer Strip or shall replace the Vegetation with comparable trees, shrubbery or other vegetation along the Buffer Strip for the purpose of providing a vegetation buffer strip between the Granada Property and that portion of the BYU Property that is adjacent to the easternmost boundary of the Granada Property. Nothing that is contained in this Agreement shall prohibit Granada from replacing the Vegetation from time to time with trees, shrubbery or other vegetation selected by Granada in order to integrate the landscaping of the Buffer Strip with the development of the Granada Property, so long as the Buffer Strip continues to provide a vegetation buffer between the properties.

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4. Termination. Granada's obligations under this Agreement shall be terminated in whole or in part (a) upon receiving the written consent of the holder of the fee simple title to the portion of the BYU Property that is adjacent to the portion of the Granada Property which is to be released from the burden of this Agreement or (b) as otherwise provided by law.

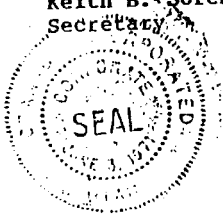
5. Covenants Run With Land. The restrictions, affirmative covenants, conditions and equitable servitudes that are set forth herein shall run with the Granada Property and shall be binding upon all persons having any right, title or interest in the Granada Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of the BYU Property.

GRANADA, INC., a Utah corporation

By: Wayne A. Jenson  
WAYNE A. JENSON  
Vice President

ATTEST:

Keith B. Sorensen  
Keith B. Sorensen  
Secretary



BRIGHAM YOUNG UNIVERSITY, a Utah corporation

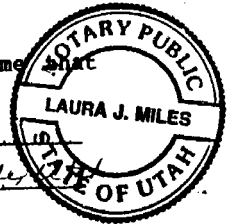
By: W. J. Anderson  
Its: Administrative Vice President

STATE OF UTAH                    )  
  :ss  
COUNTY OF SALT LAKE        )

On this 31<sup>st</sup> day of July 1986, personally appeared before me WAYNE A. JENSON, who, being by me duly sworn, did say that he is the Vice President of GRANADA, INC., a Utah corporation and that the foregoing PARTY WALL AND BUFFER STRIP AGREEMENT was signed on behalf of said corporation by authority of such corporation's bylaws or a resolution of its board of

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directors, and said WAYNE A. JENSEN acknowledged to me <sup>that</sup> said corporation executed the same.



Laura J Miles  
Notary Public  
Residing in: Centerville

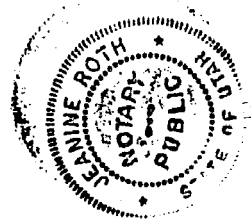
My Commission Expires:

4-28-90

STATE OF UTAH            )  
                                  ):SS  
COUNTY OF UTAH        )

On this 6th day of Aug. 1986, personally appeared before me Dec E Andersen, who, being by me duly sworn, did say that he is the Administrative Vice President of BRIGHAM YOUNG UNIVERSITY, a Utah corporation, and that the foregoing PARTY WALL AND BUFFER STRIP AGREEMENT was signed on behalf of said corporatin by authority of its bylaws or a resolution of its board of directors, and said Dec E Andersen acknowledged to me that said corporation executed the same.

Jeanine Roth  
Notary Public  
Residing in: American Fork



My Commission Expires:

3-18-90

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**SCHEDULE OF EXHIBITS  
TO  
PARTY WALL AND BUFFER STRIP AGREEMENT  
BETWEEN GRANADA INC. AND  
BRIGHAM YOUNG UNIVERSITY**

- A. Legal Description of Granada Property
- B. Survey Map (showing locations of fence, projected phases and northernmost boundary of Granada Property to remain unfenced)

EXHIBIT A TO  
PARTY WALL AND BUFFER  
STRIP AGREEMENT

LEGAL DESCRIPTION OF  
GRANADA PROPERTY

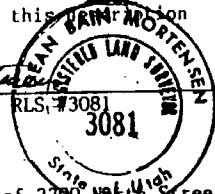
TOTAL PARCEL BOUNDARY

SURVEYORS CERTIFICATE

I Dean Bain Mortensen do hereby certify that I am a registered land surveyor and that I hold Certificate #3081 according to the laws of the State of Utah. I further certify that I have made a survey of the land shown on this plat and that this plat is a true representation of that survey.

Feb 6, 1986  
Date

Dean Bain Mortensen  
Dean Bain Mortensen RLS. #3081



LEGAL DESCRIPTION

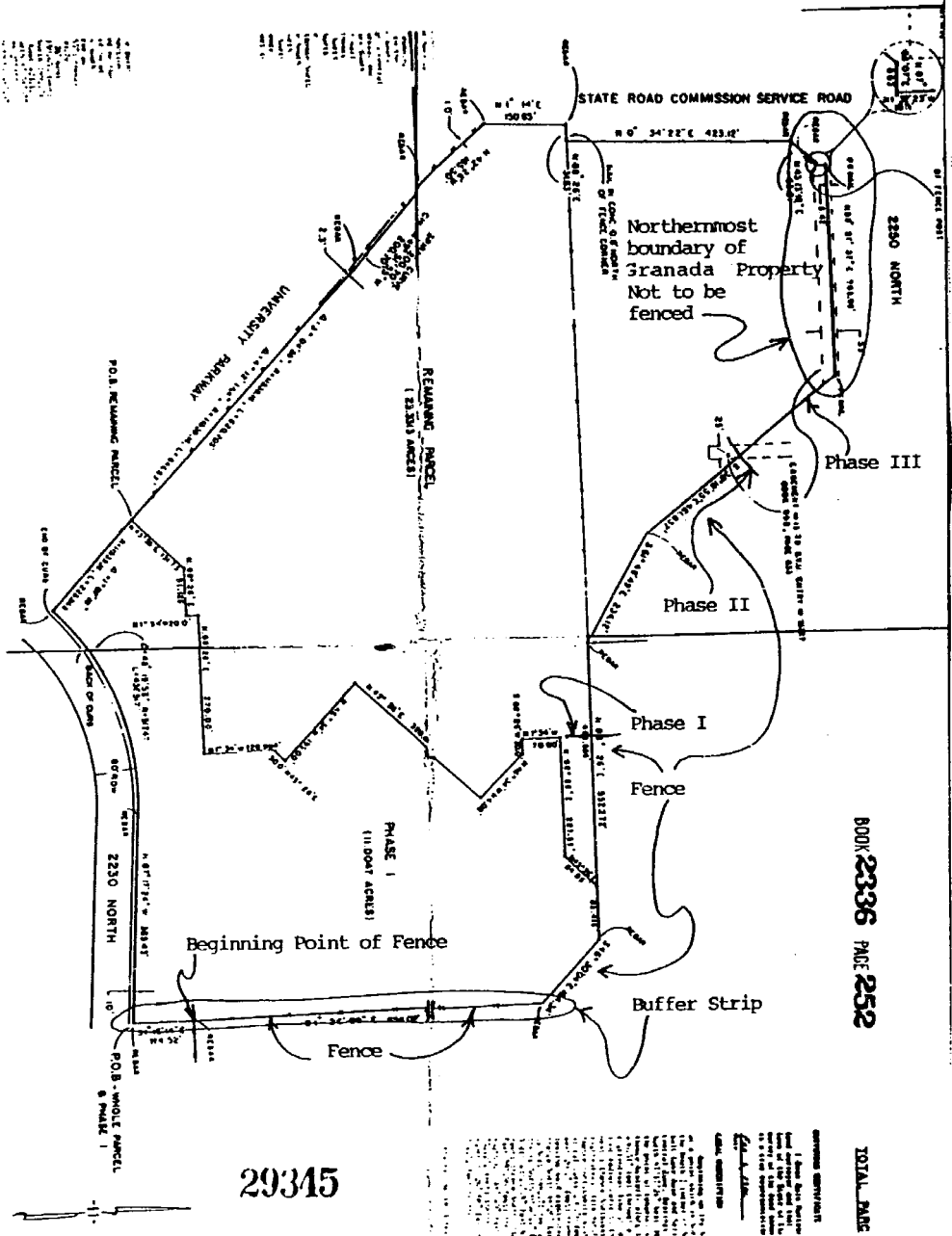
Beginning on the North right-of-way line of 2200 North Street at a point which is North 1052.12 feet and East 548.93 feet from the South  $\frac{1}{4}$  corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based upon the Utah Coordinate System, Central Zone, Bearings of Section Lines) and running thence North  $87^{\circ}17'24''$  West 385.43 feet along said right-of-way line to the point of tangency with a 517.47 foot radius curve to the left; thence Westerly along the arc of said curve and right-of-way 436.517 feet through a central angle of  $48^{\circ}19'57''$  to the Easterly right-of-way line of University Parkway and a point on a 11539.16 foot radius curve to the left, (radius point bears South  $44^{\circ}49'53''$  West); thence Northwesterly along the arc of said curve and said right-of-way line 846.67 feet through a central angle of  $4^{\circ}12'14.4''$  thence continuing along said right-of-way along the arc of a spiral curve 200.70 feet the chord of which bears North  $49^{\circ}51'55''$  West 200.70 feet; thence North  $42^{\circ}26'$  West 165.50 feet; thence leaving said right-of-way line North  $1^{\circ}14'$  East 150.653 feet; thence North  $88^{\circ}26'$  East 31.633 feet to a point on a fence which is North 1892.71 feet and West 1082.46 feet from said  $\frac{1}{4}$  corner; thence North  $0^{\circ}34'22''$  East 423.12 feet along a fence; thence North  $43^{\circ}13'18''$  East 63.21 feet; thence North  $87^{\circ}58'07''$  East 5.63 feet; thence North  $1^{\circ}32'23''$  West 18.71 feet; thence North  $88^{\circ}27'37''$  East 395.99 feet; thence South  $38^{\circ}18'55''$  East 461.857 feet; thence South  $61^{\circ}48'49''$  East 234.12 feet; thence North  $88^{\circ}26'$  East 552.272 feet; thence South  $46^{\circ}30'04''$  East 164.34 feet; thence South  $1^{\circ}26'08''$  East 654.02 feet; thence South  $1^{\circ}16'14''$  East 114.52 feet to the point of beginning.

Contains 34.336 Acres

Note: Easements #14 and #15 in title report not shown

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EXHIBIT B TO  
PARTY WALL AND BUFFER STRIP AGREEMENT  
SURVEY MAP OF GRANADA PROPERTY



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**GENERAL NOTES:**  
1. This map has been prepared in accordance with the provisions of the Survey Act of 1950 and the Survey Regulations of 1951.  
2. The survey was conducted on 11/11/51.  
3. The survey was conducted by the Surveyor General of the State of Texas.  
4. The survey was conducted by the Surveyor General of the State of Texas.  
5. The survey was conducted by the Surveyor General of the State of Texas.