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BOOK 2332 PAGE 166

Recorded MAY 26 1965 at 12:10 P.M.
Request of Soters, Inc.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 6.40 By Lea Sordahl Deputy
Ref. 1414 South 6 West St.

EASEMENT AGREEMENT

This agreement made and entered into this 26th day of May, 1965 by and between SOTER'S INC., a Utah corporation, hereinafter referred to as "SOTERS" and K. N. ABBOTT and FERN MAE ABBOTT, his wife, and D. W. PARKER and CONNIE PARKER, his wife, hereinafter referred to as "PARKER-ABBOTT".

WITNESSETH

WHEREAS, SOTERS owns a tract of land situated in Salt Lake County, Utah fronting onto 6th West Street in the vicinity of 1400 South and on which SOTERS presently operates a furniture store and warehouse, said land is described as follows:

Beginning 116.35 feet North from the South east corner of Lot 15, Block 5, 5 acre Plat "B" Big Field Survey, thence North 170.75 ft. thence West 726.00 ft. thence South 239.25 ft. thence East 556.33 ft. thence North 68.50 ft. thence East 169.67 ft. to the point of beginning.

hereinafter referred to as "Tract #1", and

WHEREAS, SOTERS owns an unimproved tract of land situated to the West and North of said "Tract #1" described as follows:

Beginning at a point which is the North West corner of Lot 15, Block 5, 5 Acre Plat "B" Big Field Survey, thence North 117.20 ft. thence East 33.00 ft. thence South 117.20 ft. to a point which is the South West corner of Lot 31, Dotson Subdivision, thence West 33.0 ft. to the point of beginning.

hereinafter referred to as "Tract #2", and

WHEREAS, PARKER-ABBOTT owns an unimproved tract of land adjoining SOTER'S "Tract #1", above described, on the West side thereof described as follows:

Commencing at the Northwest corner of Lot 15, Block 5, 5 Acre Plat "B", Big Field Survey, and running thence East 33 ft., thence South 239.25 ft., thence West 33 ft., thence North 239.25 ft., more or less to the point of beginning.

hereinafter referred to as "Tract #3", and

WHEREAS, PARKER-ABBOTT owns a tract of land adjoining SOTER'S "Tract #1" on the South side thereof, (except the West 33 feet) described as follows:

Commencing 108.36 rods North and 12 rods West from the Southeast corner of the Northeast $\frac{1}{4}$ of Section 14, Township 1 South, Range 1 West, Salt Lake Meridian, and running North 114.5 ft.; West 46 rods; South 114.5 ft.; East 46 rods to the point of beginning; also,

commencing 239.25 ft. South of the Northwest corner of Lot 15, Block 5, 5 Acre Plat "B" Big Field Survey, and running thence East 33 ft., thence South 239.25 ft., thence West 33 ft., thence North 239.25 ft., more or less to the point of beginning,

hereinafter referred to as "Tract #4".

WHEREAS, SOTERS and PARKER-ABBOT desire to create a right of way or driveway to be used in common by both parties, their respective lessees, patrons and customers over and across SOTER'S property, "Tract #2" as above described and over and across PARKER-ABBOTT'S property "Tract #3" as above described.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. That SOTERS does hereby grant, assign and set over to PARKER-ABBOTT a right of way or driveway over and across the unimproved real property hereinabove described as "Tract #2" to be used by PARKER-ABBOTT and by their lessees, patrons and customers, in common with SOTERS, its lessees, patrons and customers, as a right of way or driveway for egress and ingress to the property hereinabove described as "Tract #4" or any part thereof from 800 (7th West) West and 1390 South Street.

2. That PARKER-ABBOTT does hereby grant, assign and set over to SOTERS a right of way or driveway over and across the unimproved real property hereinabove described as "Tract #3" to be used by SOTERS, its lessees, patrons and customers in common with PARKER-ABBOTT, their lessees, patrons and customers, as a right of way or driveway for egress and ingress to its real property above described as "Tract #1" or any part thereof from 800 (7th West) West and 1390 South Streets.

3. The parties agree that "Tracts #2 & #3", as hereinabove described, over which a common right of way or driveway for egress and ingress as above set forth created by this instrument may be improved in such a manner as to make said right of way or driveway passable for vehicular traffic, and the cost of said improvement or improvements and the maintenance and repair thereof shall be borne equally by SOTERS and PARKER-ABBOTT provided, however, that the improvements on said right of way shall be limited to a six (6) inch base and two (2) inches of asphalt; and provided further, that PARKER-ABBOTT shall not participate in any improvements made thereon

prior to the date upon which they commence the use of said right of way.

4. It is agreed that the easement for a right of way or driveway, as above described, created by this instrument, shall be perpetual and shall run with the land owned by SOTERS, above referred to as "Tract #1" or any part thereof and the land owned by PARKER-ABBOTT, above referred to as "Tract #4" or any part thereof.

WHEREFORE, the parties have caused this instrument to be executed this 26 day of May, 1965.

SOTER'S INC.

BY: Sam F. Soter, pres

K. N. Abbott
K. N. ABBOTT

Fern Mae Abbott
FERN MAE ABBOTT, his wife

D. W. Parker
D. W. PARKER

Connie Parker
CONNIE PARKER, his wife

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

On the 26 day of May, 1965, personally appeared before me Sam F. Soter, who being by me duly sworn did say; that he is the Pres of SOTER'S INC., and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of the Board of Directors and the said Sam F. Soter acknowledged to me that said corporation executed the same.

My Commission Expires:
Nov 19 1968

Smith Harris
NOTARY PUBLIC
Residing at Salt Lake City, Utah

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

On the 26 day of May, 1965, personally appeared before me K. N. ABBOTT and FERN MAE ABBOTT, his wife; D. W. PARKER and CONNIE PARKER, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
May 9 - 1967

W. A. Lewis
NOTARY PUBLIC
Residing at Salt Lake City, Utah