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BOOK 1732 PAGE 442

Recorded AUG 10 1960 at 11:42 AM  
Request of SECURITY TITLE COMPANY  
Fee Paid, Nellie M. Jack,  
Recorder, Salt Lake County, Utah  
\$13.00. By *[Signature]* Deputy  
Book Page Ref.  
Return to Mr. Menager, # 86776

DEDICATION OF EASEMENTS AND RIGHTS OF WAY

1 THIS AGREEMENT, made in triplicate in Salt Lake County, State of  
2 Utah, this 3d day of Aug., 1960, by and between GRAYSTONE INVESTMENT  
3 CORPORATION, a Utah corporation, Party of the First Part, GRAYSTONE BUILDING  
4 CORPORATION, a Utah corporation, Party of the Second Part, and GRAYSTONE MANAGE-  
5 MENT CORPORATION, a Utah corporation, Party of the Third Part, WITNESSETH:

6 WHEREAS, First Party is owner of that certain real estate, in Salt Lake  
7 County, Utah, more particularly described as follows:

8  
9 Parcel I-A. Beginning at a point North 89° 52' 12" East  
10 174.90 feet, from the Northwest corner of Lot 9, Block 27,  
11 Ten Acre Plat "A", Big Field Survey, and running  
12 thence North 89° 52' 12" East 22.73 feet; thence South  
13 0° 07' 48" East 142.00 feet; thence South 89° 52' 12"  
14 West 79.88 feet; thence South 0° 07' 48" East 72.00  
15 feet; thence South 89° 52' 12" West 46.29 feet; thence  
16 North 25° 40' East 237.69 feet to the point of beginning.

17 Parcel I-B. Beginning at a point North 89° 52' 12" East  
18 197.63 feet from the Northwest corner of Lot 9, Block 27,  
19 Ten Acre Plat "A", Big Field Survey, and running thence  
20 North 89° 52' 12" East 84.00 feet; thence South 0° 07'  
21 48" East 270.00 feet; thence South 89° 52' 12" West  
22 237.23 feet; thence North 25° 40' East 62.19 feet; thence  
23 North 89° 52' 12" East 46.29 feet; thence North 0° 07'  
24 48" West 72.0 feet; thence North 89° 52' 12" East 79.88  
25 feet; thence North 0° 07' 48" West, 142 feet to the point  
26 of beginning.

27 Parcel 4. Beginning at a point North 89° 52' 12" East  
28 174.90 feet and South 25° 40' West 299.88 feet and North  
29 89° 52' 12" East 490.63 feet from the Northwest corner of  
30 Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and  
31 running thence North 89° 52' 12" East 115.00 feet to the  
32 West line of the Salt Lake and Jordan Canal Right of Way,  
as the same is defined on the Salt Lake City Engineers area  
reference plat of Block 27, Ten Acre Plat "A", Big Field  
Survey; thence South 2° 03' 58" West along said West line  
108.81 feet; thence South 24° 00' 14" West along said West  
line 198.54 feet; thence South 27° 00' 12" West along said  
West line 16.05 feet; thence South 89° 52' 12" West 22.33  
feet; thence North 0° 07' 48" West 304.20 feet to the point  
of beginning.

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Parcel 5. Beginning at a point North  $89^{\circ} 52' 12''$  East 174.90 feet and South  $25^{\circ} 40'$  West 299.88 feet and North  $89^{\circ} 52' 12''$  East 316.63 feet from the Northwest corner of Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and running thence North  $89^{\circ} 52' 12''$  East 174.0 feet; thence South  $0^{\circ} 07' 48''$  East 304.20 feet; thence South  $89^{\circ} 52' 12''$  West 174.0 feet; thence North  $0^{\circ} 07' 48''$  West 304.20 feet to the point of beginning.

on which are to be constructed certain apartment homes, rights of way, parking areas, swimming pool, putting green, and other improvements, more particularly designated on the attached map, and which said real estate and improvements are adjacent to real estate of Second Party as hereinafter described and referred to, and

WHEREAS, Party of the Second Part is the owner of the real property in Salt Lake County, Utah, more particularly described as:

Parcel 2. Beginning at a point North  $89^{\circ} 52' 12''$  East 281.63 feet from the Northwest corner of Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and running thence North  $89^{\circ} 52' 12''$  East 177.75 feet; thence South  $0^{\circ} 07' 48''$  East 270.00 feet; thence South  $89^{\circ} 52' 12''$  West 177.75 feet; thence North  $0^{\circ} 07' 48''$  West 270.00 feet to the point of beginning.

Parcel 3. Beginning at a point North  $89^{\circ} 52' 12''$  East 459.38 feet from the Northwest corner of Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and running thence North  $89^{\circ} 52' 12''$  East 201.00 feet to the West line of the Salt Lake and Jordan Canal Right of Way, as the same is defined on the Salt Lake City Engineers area reference plat of Block 27, Ten Acre Plat "A", Big Field Survey; thence South  $2^{\circ} 03' 58''$  West along said West line, 270.20 feet; thence South  $89^{\circ} 52' 12''$  West 190.65 feet; thence North  $0^{\circ} 07' 48''$  West 270.00 feet to the point of beginning.

Parcel 6. Beginning at a point North  $89^{\circ} 52' 12''$  East 174.90 feet and South  $25^{\circ} 40'$  West 299.88 feet and North  $89^{\circ} 52' 12''$  East 142.63 feet from the Northwest corner of Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and running thence North  $89^{\circ} 52' 12''$  East 174.0 feet; thence South  $0^{\circ} 07' 48''$  East 304.20 feet; thence South  $89^{\circ} 52' 12''$  West 174.0 feet; thence North  $0^{\circ} 07' 48''$  West 304.20 feet to the point of beginning.

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1 Parcel 7. Beginning at a point North  $89^{\circ} 52' 12''$  East  
 2 174.90 feet and South  $25^{\circ} 40'$  West 299.88 feet from the  
 3 Northwest corner of Lot 9, Block 27, Ten Acre Plat "A",  
 4 Big Field Survey, and running thence North  $89^{\circ} 52' 12''$   
 5 East 142.63 feet; thence South  $0^{\circ} 07' 48''$  East 304.20  
 6 feet; thence South  $89^{\circ} 52' 12''$  West 172.56 feet; thence  
 7 North  $0^{\circ} 04' 23''$  East 244.08 feet; thence North  $25^{\circ}$   
 8  $40'$  East 66.78 feet to the point of beginning.

9 on which it has or will hereafter construct certain apartment homes, rights of way, parking  
 10 areas, and other improvements more particularly designated on the attached map which  
 11 said real estate and improvements are adjacent to real estate of First Party hereinbefore  
 12 described and referred to and

13 WHEREAS, Second Party has sold or will hereafter sell to individual  
 14 purchasers certain undivided interests in its property and all improvements thereon, and  
 15 will give to such purchasers the exclusive right to the possession and occupancy of  
 16 particularly described and designated apartments and parking stalls and to a non-exclusive  
 17 right to the common use of rights of way for ingress and egress, and to the swimming pool  
 18 and putting green as hereinafter set forth and

19 WHEREAS, Third Party has been organized for the purpose of managing  
 20 all of the apartment homes, parking stalls, rights of way, putting green, swimming pool,  
 21 and other improvements now constructed or hereafter to be constructed on property of First  
 22 and Second Parties as hereinbefore described and

23 WHEREAS, it is desired by this Agreement to provide, among other things,  
 24 for the construction of said swimming pool and putting green for the common use thereof by  
 25 First and Second Parties, as well as all their grantees, tenants, assigns, and other persons  
 26 properly designated by them; for the management of all said properties by Third Party;  
 27 for mutual easements for ingress and egress for pedestrian and vehicular travel over all  
 28 of the rights of way designated on the attached map;

29 NOW THEREFORE, in consideration of the sum of one dollar (\$1.00)  
 30 in hand paid by each of the Parties hereto, to the other, receipt of which is hereby  
 31 acknowledged, other valuable consideration, and the covenants and agreements hereinafter  
 32 contained to be kept, It is hereby agreed as follows, to-wit:

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 ATTORNEYS AND COUNSELORS AT LAW  
 SALT LAKE CITY, UTAH

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SALT LAKE CITY, UTAH

1 First Party agrees, at its own expense, to construct a swimming pool and  
 2 putting green, on Parcels 4 and I-A hereinabove described property, which shall be com-  
 3 pleted on or before the first day of June, 1961, and which shall be paid for in full by First  
 4 Party. In the event that the swimming pool and putting green are not completed by the  
 5 abovementioned date, Second Party, its grantees, tenants, assigns, and other properly  
 6 designated persons, shall have the right to construct the swimming pool and putting green  
 7 at First Party's expense. First Party further agrees that Second Party, as well as all of its  
 8 grantees, tenants, assigns, and other properly designated persons, shall have the perpetual  
 9 non-exclusive right to use and enjoy the said swimming pool and putting green, in common  
 10 with First Party, its grantees, tenants, assigns, and other properly designated persons, under  
 11 such rules and regulations and upon the payment of such proportion of the cost of rental,  
 12 operation, management, and maintenance thereof, as may from time to time be fixed by  
 13 Third Party.

15 First Party agrees to lease perpetually to Third Party, the said swimming  
 16 pool and putting green at a fair rental and First and Second Parties agree that Third  
 17 Party shall have the exclusive right to manage said swimming pool and putting green,  
 18 and to make such reasonable rules and regulations with respect to the charge for the  
 19 use thereof, and the regulation thereof as it may deem necessary, subject to the right  
 20 of use by the Parties hereinbefore mentioned. In arriving at the fair rental it is understood  
 21 that any appreciation in the market value of the parcels 4 and I-A will not be considered  
 22 in determination of said rental. Third Party hereby agrees to assume the management herein-  
 23 before described upon the terms hereinbefore mentioned.

26 First Party hereby gives and grants to Second Party, its grantees, tenants,  
 27 assigns, and all other properly designated persons, a perpetual right and easement of  
 28 ingress and egress including pedestrian and vehicular over all of the drive ways particularly  
 29 described as:

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Beginning at a point North 89° 52' 12" East 635.36 feet from the Northwest corner of Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and running thence South 2° 03' 58" West 204.53 feet to a point of a 10.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 15.33 feet; thence South 89° 52' 12" West 546.06 feet; thence South 25° 40' West 124.40 feet; thence North 89° 52' 12" East 595.14 feet to a point of a 10.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 16.09 feet; thence South 2° 03' 58" West 17.19 feet to a point of a 100.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 38.29 feet; thence South 24° 00' 14" West 158.52 feet to a point of a 10.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 11.50 feet; thence South 89° 52' 12" West 524.60 feet; thence South 0° 04' 23" West 33.00 feet; thence North 89° 52' 12" East 542.89 feet; thence North 27° 00' 12" East 16.05 feet; thence North 24° 00' 14" East 198.54 feet; thence North 2° 03' 58" East 379.01 feet; thence South 89° 52' 12" West 25.02 feet to the point of beginning.

and side walks designated or shown on the attached map, over all of the land belonging to First Party as hereinbefore described; and Second Party hereby gives and grants to First Party, its grantees, tenants, assigns, and all other properly designated persons a perpetual right and easement of ingress and egress including pedestrian and vehicular over all of the drive ways particularly described as:

Beginning at a point North 89° 52' 12" East 635.36 feet from the Northwest corner of Lot 9, Block 27, Ten Acre Plat "A", Big Field Survey, and running thence South 2° 03' 58" West 204.53 feet to a point of a 10.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 15.33 feet; thence South 89° 52' 12" West 546.06 feet; thence South 25° 40' West 124.40 feet; thence North 89° 52' 12" East 595.14 feet to a point of a 10.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 16.09 feet; thence South 2° 03' 58" West 17.19 feet to a point of a 100.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 38.29 feet; thence South 24° 00' 14" West 158.52 feet to a point of a 10.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 11.50 feet; thence South 89° 52' 12" West 524.60 feet; thence South 0° 04' 23" West 33.00 feet; thence North 89° 52' 12" East 542.89 feet; thence North 27° 00' 12" East 16.05 feet; thence North 24° 00' 14" East 198.54 feet; thence North 2° 03' 58" East 379.01 feet; thence South 89° 52' 12" West 25.02 feet to the point of beginning.

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1 and side walks designated or shown on the attached map, over all the land belonging to  
2 Second Party as hereinbefore described.

3 First Party agrees that it will never, at any time, so encumber, lease  
4 sell, or otherwise dispose of the aforementioned swimming pool, putting green, or the  
5 right of way of ingress and egress thereto and therefrom, in such a way or manner as will  
6 deprive Second Party its grantees, tenants, assigns, and other properly designated persons,  
7 the right of the use thereof as hereinbefore set forth.

8 First and Third Parties consent that the above mentioned rights of Second  
9 Party may be assigned to Prudential Federal Savings and Loan Association as added security  
10 to secure payment of mortgages by Second Party to Prudential Federal Savings and Loan  
11 Association. Dated June 28, 1960, and recorded as follows:

12 Book 1721

13 Parcel 2 Page 561

14 Parcel 3 Page 564

15 Parcel 6 Page 570

16 Parcel 7 Page 567

17 SALT LAKE COUNTY RECORDER, STATE OF UTAH

18 in case of default in the performance of this Agreement, the Party at  
19 fault agrees to pay all costs of enforcement including a reasonable attorney's fee.

20 WITNESS our hands and seals the day and year hereinabove set forth.

21 GRAYSTONE INVESTMENT CORPORATION

22 ATTEST Melvin H. Jordan BY W. B. Olsen  
23 Secretary President

24 GRAYSTONE BUILDING CORPORATION

25 ATTEST W. B. Olsen BY Melvin H. Jordan  
26 Secretary President

27 GRAYSTONE MANAGEMENT CORPORATION

28 ATTEST Melvin H. Jordan BY W. B. Olsen  
29 Secretary President

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

3 On the 31 day of August, A.D. personally appeared before  
4 me W. C. Olsen and Melvin S. Jensen  
5 who being by me duly sworn did say, each for himself, that he, the said W. C.  
6 Olsen is the president, and he, the said Melvin S. Jensen  
7 is the secretary of GRAYSTONE INVESTMENT CORPORATION, and that  
8 the within and foregoing instrument was signed in behalf of said corporation by authority  
9 of a resolution of its board of directors and said W. C. Olsen  
10 and Melvin S. Jensen each duly acknowledged to me that said  
11 corporation executed the same and that the seal affixed is the seal of said corporation.

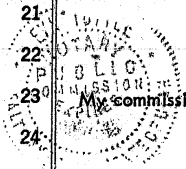


*Vera Little*  
Notary Public

12 My commission expires 5-2-64

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

15 On the 31 day of Aug, A.D. personally appeared before  
16 me Melvin S. Jensen and W. C. Olsen  
17 who being by me duly sworn did say, each for himself, that he, the said Melvin S.  
18 Jensen is the president, and he, the said W. C. Olsen  
19 is the secretary of GRAYSTONE BUILDING CORPORATION and that the within  
20 and foregoing instrument was signed in behalf of said corporation by authority of a  
21 resolution of its board of directors and said Melvin S. Jensen  
22 and W. C. Olsen each duly acknowledged to me that said  
23 corporation executed the same and that the seal affixed is the seal of said corporation.



*Vera Little*  
Notary Public

24 My commission expires 5-2-64

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SALT LAKE CITY, UTAH

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1 STATE OF UTAH )  
2 ) ss.  
3 COUNTY OF SALT LAKE )

4 On the 3d day of Aug, A.D. personally appeared before me  
5 W. C. Olsen and Melvin H. Jensen  
6 who being by me duly sworn did say, each for himself, that he, the said W. C.  
7 Olsen is the president, and he, the said Melvin H. Jensen  
8 is the secretary of GRAYSTONE MANAGEMENT CORPORATION and that the within  
9 and foregoing instrument was signed in behalf of said corporation by authority of a resolu-  
10 tion of its board of directors and said W. C. Olsen and  
11 Melvin S. Jensen each duly acknowledged to me that said corporation executed the  
12 same and that the seal affixed is the seal of said corporation.  
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*Erva Tuttle*  
Notary Public



My commission expires 5-2-64

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SALT LAKE CITY, UTAH

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