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Request of SECURITY TITLE COMPANY
Fee Paid, Hello M. J. J.
Recorded Salt Lake County Utah
Book 1861 Page 251 Ref. 100
Return to Mr. Manager, #

1861-251

BOOK 1861 PAGE 251

DEDICATION OF EASEMENTS AND RIGHTS OF WAY

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

1 THIS AGREEMENT, made in six copies in Salt Lake County, State of
2 Utah this 9th day of Nov., 1961, 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, GRAYSTONE MANAGE-
5 MENT CORPORATION, a Utah corporation, Party of the Third Part, and GRAYSTONE
6 DEVELOPMENT CORPORATION, a Utah corporation, Party of the Fourth Part,
7
8 WITNESSETH:

9 WHEREAS, First Party, Second Party and Fourth Party to this agreement
10 are either jointly or severally the owners of a portion of the hereinafter described property
11 or hold options for the purchase of a portion thereof and hold easements and/or licenses
12 over a portion thereof, and are desirous of facilitating the development of the Graystone
13 Apartment Homes project, upon which they have constructed or intend to construct certain
14 apartment homes, community center, fall-out shelter, roadways, sidewalks, parking area,
15 recreational facilities, including swimming pool and putting green, and other improvements.
16 The area involved in this development is situate in the vicinity of 27th South and Highland
17 Drive in Salt Lake City, Salt Lake County, Utah, more particularly described as follows:
18

19 Beginning at a point North 89°52'12" East 174.90 feet from the Northwest
20 corner of Lot 9, Block 27, 10 Acre Plat "A", Big Field Survey, and running
21 thence North 89°52'12" East 518.50 feet; thence South 2°03'58" West 386.67
22 feet; thence South 24°00'14" West 48.99 feet; thence North 89°52'12" East
23 306.03 feet to a point on a curve to the right, the center of which is South
24 30°49'06" East 233.00 feet; thence Northeasterly along the arc of said curve
25 124.80 feet to a point of tangency; thence North 89°52'12" East 169.87 feet;
26 thence South 15°33'58" East 34.22 feet; thence South 89°52'12" West 178.98
27 feet; thence South 0°04'22" West 143.099 feet; thence North 89°52'12"
28 East 219.00 feet; thence South 15°33'58" East 41.00 feet; thence South 89°04'
29 West 176.24 feet; thence South 0°04'22" West 84.00 feet; thence South 89°54'18"
30 West 165.00 feet; thence South 0°04'22" West 0.87 feet; thence South 89°52'12"
31 West 50.00 feet; thence South 0°04'22" West 1.17 feet; thence South 89°52'12"
32 West 100.00 feet; thence North 0°04'22" East 16.86 feet; thence South 89°52'12"
West 50.00 feet; thence South 0°04'22" West 8.99 feet; thence South 89°52'
12" West 50.00 feet; thence South 0°04'22" West 5.00 feet; thence South
89°52'12" West 50.00 feet; thence North 0°04'22" East 17.00 feet; thence South
89°52'12" West 50.00 feet; thence South 0°04'22" West 17.00 feet; thence
South 89°52'12" West 94.47 feet; thence South 32°13'34" West 154.07 feet;
thence South 89°56'19" West 39.05 feet; thence North 32°13'34" East 151.53
feet; thence South 89°52'12" West 294.91 feet; thence North 0°04'22" East
127.115 feet; thence South 89°52'12" West 178.50 feet; thence North 0°04'23"
East 244.08 feet; thence North 25°40' East 366.66 feet to the point of beginning.

And

1 WHEREAS, it is the desire of the Parties hereto that all of said Parties,
2 their grantees, tenants, assigns, and other properly designated persons be granted perpetual,
3 non-exclusive use, in common with others, of the said fall-out shelter, roadways, sidewalks,
4 parking area, recreational facilities, including swimming pool and putting green, and
5 other improvements now existing or which may hereafter be constructed on said premises,
6 and

7
8 WHEREAS, on a portion of the above described property First and
9 Second Parties have heretofore constructed apartment homes, some of which apartment
10 homes have been sold to individual purchasers, which purchasers were granted an
11 exclusive right to possess and occupy particularly described and designated apartments and
12 parking stalls, and were granted the non-exclusive right to the common use of rights of way
13 for ingress and egress and to the use of the swimming pool, and putting green and other
14 recreational facilities, and

15 WHEREAS, First and Second Parties entered into a Dedication of
16 Easements and rights of Way with each other and Graystone Management Corporation,
17 Party of the Third Part, which document was dated August 3, 1960 and recorded August 10,
18 1960 as Entry Number 1730705 in the Salt Lake County Recorder's Office, and

19
20 WHEREAS, Party of the Fourth Part intends to construct apartment homes,
21 community center, fall-out shelter, roadways, sidewalks, parking areas and other improve-
22 ments on the above described property, a portion of which land and improvements they
23 intend to mortgage to American Savings and Loan Association;

24
25 NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) in
26 hand paid by each of the Parties hereto, to the others, receipt of which is hereby acknowl-
27 edged, other valuable consideration, and the covenants and agreements hereinafter con-
28 tained to be kept, it is hereby agreed by all of the parties as follows, to wit:

29 Each of the Parties hereby grants to each of the other parties hereto,
30 their grantees, tenants, assigns, and other properly designated persons a perpetual non-
31 exclusive right, in common with others, to all of the roadways, sidewalks, recreational
32 facilities, including the swimming pool and putting green, and the fall-out shelter,

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1 located or to be located on all of the property as above described, if, as, and when said
2 improvements are constructed, subject to such reasonable rules and regulations and upon the
3 payment of such proportion of the cost of rental, operation, management, and maintenance
4 thereof, as may from time to time be fixed by Third Party.

5 Third Party shall have the exclusive right to manage all of the above
6 described property together with improvements, including community center, fall-out
7 shelter, roadways, sidewalks, parking area, recreational facilities, including swimming
8 pool and putting green, and to make such reasonable rules and regulations with respect to
9 the use thereof as it may deem necessary subject to the right of use thereof by the parties
10 hereinbefore mentioned.

11 Third Party hereby agrees to assume the management upon the terms
12 hereinbefore mentioned.

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

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

16 GRAYSTONE INVESTMENT CORPORATION

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20 ATTEST Mark H. Jensen BY W.C. Olsen

21 GRAYSTONE BUILDING CORPORATION

22 ATTEST W.C. Olsen BY Mark H. Jensen

23 GRAYSTONE MANAGEMENT CORPORATION

24
25 ATTEST Mark H. Jensen BY W.C. Olsen

26 GRAYSTONE DEVELOPMENT CORPORATION

27
28 ATTEST W.C. Olsen BY Mark H. Jensen

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1 The undersigned, each, respectively, being mortgagees of a portion
2 of the above described property hereby consent to and approve of the foregoing agreement
3 and agree that their mortgages present or future shall be made and be subject to the terms
4 of the foregoing agreement.

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

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7
8 PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION

9 [Signature]
10 BY [Signature]

11 AMERICAN SAVINGS AND LOAN ASSOCIATION

12 ATTEST [Signature]
13 Secretary BY [Signature]
14 Howard C. Bradshaw, Vice President

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

17 On the 9th day of Nov. 1961, A.D. personally appeared before me
18 W. C. Olsen and Melvin H. Jensen, who being by me duly sworn did say, each for
19 himself, that he, the said W. C. Olsen is the president, and he, the said Melvin H. Jensen
20 is the secretary of Graystone Investment Corporation, and that the within and foregoing
21 instrument was signed in behalf of said corporation by authority of a resolution of its board
22 of directors and said W. C. Olsen and Melvin H. Jensen each duly acknowledged to me
23 that said corporation executed the same and that the seal affixed is the seal of said corp-
24 oration.

25 [Signature]
26 Notary Public

27 My commission expires 4/11/62
28 STATE OF UTAH)
29 COUNTY OF SALT LAKE) ss.

30 On the 9th day of Nov 1961, A. D. personally appeared before me
31 Melvin H. Jensen and W. C. Olsen, who being by me duly sworn did say, each for
32 himself, that he, the said Melvin H. Jensen is the president, and he, the said W. C. Olsen
is the secretary of Graystone Building Corporation, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board
of directors and said Melvin H. Jensen and W. C. Olsen each duly acknowledged to me
that said corporation executed the same and that the seal affixed is the seal of said
corporation.

33 [Signature]
34 Notary Public

35 My commission expires 4/11/62

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SALT LAKE CITY, UTAH

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

4 On the 9th day of Nov 1961 A. D. personally appeared before me
5 W. C. Olsen and Melvin H. Jensen, who being by me duly sworn did say, each for
6 himself, that he, the said W. C. Olsen is the president, and he, the said Melvin H. Jensen
7 is the secretary of Graystone Management Corporation, and that the within and foregoing
8 instrument was signed in behalf of said corporation by authority of a resolution of its board
9 of directors and said W. C. Olsen and Melvin H. Jensen each duly acknowledged to me
10 that said corporation executed the same and that the seal affixed is the seal of said
11 corporation.

Mario P. Lutz
Notary Public

12 My commission expires 4/11/62

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SALT LAKE CITY, UTAH

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

16 On the 9th day of Nov 1961 A. D. personally appeared before me
17 Melvin H. Jensen and W. C. Olsen, who being by me duly sworn did say, each for
18 himself, that he, the said Melvin H. Jensen is the president, and he, the said W. C. Olsen
19 is the secretary of Graystone Development Corporation, and that the within and
20 foregoing instrument was signed in behalf of said corporation by authority of a resolution of
21 its board of directors and said Melvin H. Jensen and W. C. Olsen each duly acknowledged
22 to me that said corporation executed the same and that the seal affixed is the seal of said
23 corporation.

Mario P. Lutz
Notary Public

24 My commission expires 4/11/62

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

3 On the 9th day of November, 1961 A. D. personally appeared before me
4 H. M. CALVERT and O. M. RICHINS
5 who being by me duly sworn did say, each for himself, that he, the said
6 H. M. CALVERT is the ^{Vice} president, and he, the said O. M. RICHINS
7 is the secretary of Prudential Federal Savings and Loan Association, 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 H. M. CALVERT
10 and O. M. RICHINS each duly acknowledged to me that said
11 corporation executed the same and that the seal affixed is the seal of said corporation.

Alene Browning
Notary public

12 My commission expires March 10, 1964

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

16 On the 9th day of Nov, 196A. D. personally appeared before me
17 Howard C. Bradshaw and Guy Anderson
18 who being by me duly sworn did say, each for himself, that he, the said Howard C.
19 Bradshaw is the ^{Vice} president, and he, the said Guy Anderson
20 is the secretary of American Savings and Loan Association, and that
21 the within and foregoing instrument was signed in behalf of said corporation by authority
22 of a resolution of its board of directors and said Howard C. Bradshaw
23 and Guy Anderson each duly acknowledged to me that said
24 corporation executed the same and that the seal affixed is the seal of said corporation.

Marie P. DeJong
Notary Public

25 My commission expires 4/11/62

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

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