

2831910

Recorded July 7 1976 at 11:50 am m.  
Request of Edgar W. Guynn  
KATIE L. DIXON Recorder  
Salt Lake County, Utah.  
\$ 550 By Patricia Brown Deputy  
Patricia Brown  
REF. 1791 Michigan Ave  
84108

AGREEMENT

This Agreement made and entered into this 26th day of June, 1976, between Edgar W. Guynn and Margaret F. Guynn, husband and wife, (hereinafter referred to as "Guynns") and Bonnie H. Vail (hereinafter referred to as "Vail"),

W I T N E S S E T H :

WHEREAS, Guynns are the owners of a certain parcel of property situated at 1791 East Michigan Avenue, Salt Lake City, Salt Lake County, Utah (hereinafter referred to as the "Guynn Parcel") which is more particularly described as follows:

Lots 56 and 57, Block 19, Douglas Park Subdivision (a subdivision of Lots 1, 2, 3 and 4 of §9, T1S, R1E, SLM), together with 7 feet of the vacated alley abutting on the North, all according to the official plat of said subdivision.

WHEREAS, Vail is the owner of a certain parcel of property situated at 1785 East Michigan Avenue, Salt Lake City, Salt Lake County, Utah (hereinafter referred to as the "Vail Parcel") which is more particularly described as follows:

Lots 54 and 55, Block 19, Douglas Park Subdivision (a subdivision of Lots 1, 2, 3 and 4 of §9, T1S, R1E, SLM), together with 7 feet of the vacated alley abutting on the North, all according to the official plat of said subdivision.

WHEREAS, Vail wishes to install and maintain a fence running from the residence situated on the Vail Parcel to the residence situated on the Guynn Parcel, and

WHEREAS, Guynns are willing to permit Vail to construct and maintain such fence on the terms and conditions hereinafter set forth.

NOW, therefore, for Ten Dollars and other good and valuable consideration paid by Vail to Guynns, it is agreed as follows:

1. Guynns hereby grant Vail an easement across a portion of the Guynn Parcel for the purpose of installing and maintaining

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a wooden fence running between the residence situated on the Vail Parcel and the residence situated on the Guynn Parcel. Said fence shall run between the points designated as Point A and Point B on the plat attached hereto as Exhibit I and made a part hereof. Vail shall not have the right to physically attach said fence to the residence on the Guynn Parcel. Vail shall install and maintain a gate in said fence and Guynns and their guests and invitees shall at all times have the right of ingress and egress to and from the Guynn Parcel.

2. All costs and expenses whatsoever relating to the installation, maintenance, repair, replacement or removal of said fence shall be born by Vail. Vail agrees at all times to maintain said fence in a good condition and repair and in an attractive state. Vail further agrees to indemnify and save Guynns harmless from any liability, cost or expense of whatsoever nature arising from or in any manner related to the installation, maintenance, repair, replacement, removal or use of said fence, or of any portion of the Guynn Parcel unless such costs and expenses arise by reason of the act or neglect of Guynns.

3. Vail covenants and agrees not to store nor to permit others to store any materials, goods, or objects between the east edge of the driveway situated on the Vail Parcel and the west side of the residence situated on the Guynn Parcel. Vail also covenants and agrees to keep said area free of trash and debris.

4. Nothing contained in this Agreement nor any use, possession, or enjoyment of the rights herein granted or of any portion of the Guynn Parcel by or under Vail shall be deemed or construed to constitute use, possession, or enjoyment adverse to Guynn, or to constitute the establishment of a new boundary between the Vail Parcel and the Guynn by acquiescence or otherwise. The boundary between the Guynn Parcel and the Vail Parcel shall remain as described on the official plat of the Douglas Park Subdivision, and Vail shall not be deemed to have acquired any other or greater rights with respect to the Guynn Parcel than as expressly granted herein.

5. The rights herein granted to Vail shall be terminable at any time upon sixty days written notice to Vail or, in the event that the Guynns convey the Guynn Parcel, upon fifteen days written notice. Upon termination, Vail shall at her sole cost and expense forthwith remove the subject fence insofar as the same may be situated up the Guynn Parcel, and shall repair any damage that may be caused by such removal.

6. The covenants and obligations of the parties hereunder shall be deemed covenants running with their respective

Parcels and shall be binding upon parties and their heirs, personal representatives, successors and assigns.



Edgar W. Guynn  
Edgar W. Guynn

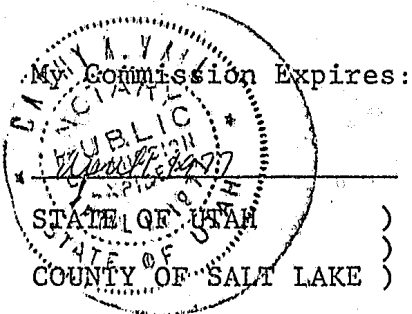
Margaret F. Guynn  
Margaret F. Guynn

Bonnie H. Vail  
Bonnie H. Vail

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 26 day of June, 1976, Edgar W. Guynn and Margaret F. Guynn, husband and wife, personally appeared before me, the signers of the above instrument who duly acknowledged to me that they executed the same.

Cathy A. Vail  
NOTARY PUBLIC  
Residing at: 1785 Michigan ave  
city, UT 84108



On the 26 day of June, 1976, Bonnie H. Vail personally appeared before me, one of the signers of the above instrument who duly acknowledged to me that she executed the same.

Cathy A. Vail  
NOTARY PUBLIC  
Residing at: 1785 Michigan ave

My Commission Expires:  
April 1, 1977

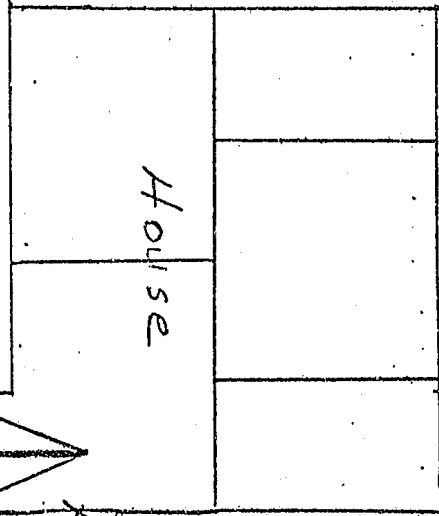
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EXHIBIT I

1779 Michigan Ave

Approx PPTY Line

Ppty Continues North



Mrs Bonnie H. Vail  
(Max Wheeler right)  
Lots 54 & 55 Block 19  
Douglas Park Subdivision -  
A subdivision of Lots 1, 2, 3 & 4  
of Sec. 9, T15, R1E S18 8m  
Said Lots 54 & 55 being in  
part of Lot 2 of said Sec. 9,  
together w/ 1/2 (7') vacated alley  
butting on the North.  
1785 E. Michigan

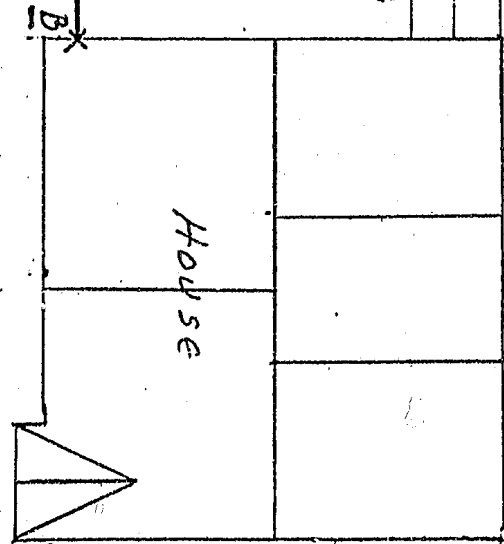
Driveway

WOOD FENCE

Approx PPTY LINE

N-S Fence (Guyann)

Ppty Continues North



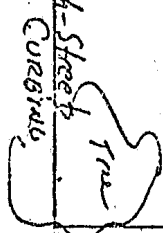
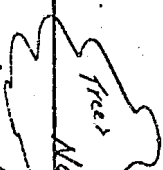
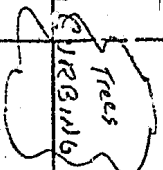
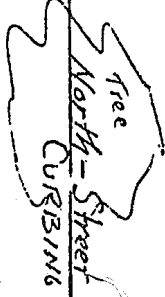
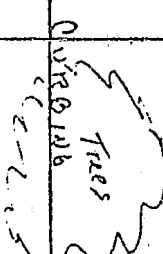
Lots 56 & 57, Block 19  
Douglas Park Subdivision -  
together w/ 7' of vacated  
alley butting on the North  
Edgar W. & Margaret F. Guyann  
(First Redwood S&L)  
1791 E. Michigan

DRIVEWAY

Approx. PPTY LINE

1797 Michigan Ave

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Note: Scale is approximate -  
Ppty lines are not exact -  
Purpose is to show relative position of fence from points A-B.

MICHIGAN Ave (Street)

Approx Scale: 1"=121'

→E