

4169443

AGREEMENT

THIS AGREEMENT made and entered into this 27th day of April, A.D. 1966 by and between EDWARD GIRARD HALE and RUTH H. HALE, his wife, hereinafter designated as First Parties, and CLAIRE B. DEWEY, hereinafter designated as Second Party,

WITNESSETH:

WHEREAS, the First Parties have or are about to purchase from William L. Christensen the following described premises situated in Salt Lake City, Utah, to wit:

Commencing at the Southwest corner of Lot 2, Block 5, Plat "G", Salt Lake City Survey and running thence North 10 rods; thence East 165.5 feet; thence South 10 rods; and thence West 165.5 feet to the place of beginning; and

WHEREAS, Second Party is the owner of the following described premises situated in Salt Lake City, Utah, to wit:

Beginning at a point 165.5 feet East of the Southwest corner of Lot 2, Block 5, Plat "G", Salt Lake City Survey, and running thence North 10 rods; thence East 82.0 feet; thence South 10 rods; thence West 82.0 feet to the place of beginning,

which premises immediately adjoin on the East the first hereinabove described premises; and

WHEREAS, Second Party with the consent and permission of the precessors in interest of First Parties has used a gravel driveway located upon the Easterly portion of the first above described premises as a means of ingress to and egress from certain garages located upon a portion of the property owned by Second Party, and Second Party is desirous of being permitted to continue

to so use said driveway and First Parties are willing to permit and allow Second Party so to do, and it is the desire of the parties hereto to define and set forth the conditions upon and subject to which Second Party has heretofore used and hereafter may continue to use said driveway;

NOW, THEREFORE, in consideration of the premises it is hereby agreed by and between the parties hereto as follows:

1. First Parties hereby give Second Party permission to use, in common with First Parties and others, the gravel driveway located upon the Easterly portion of the premises hereinabove first described for the purpose of affording Second Party and her tenants a means of ingress to and egress from the garages now located upon a portion of the first above described premises upon and subject to the following terms and conditions:

(a) The permission hereby given to Second Party to use said gravel driveway as hereinabove provided may be terminated at any time by First Parties, or either of them, giving to Second Party ninety days written notice of the termination of such permission.

(b) First Parties shall not be liable or responsible for the present or future condition or state of repair of said gravel driveway.

(c) No vehicle shall be parked in said driveway, nor shall said driveway be otherwise obstructed by either or any of the parties hereto or by any of their respective tenants or guests.

BOOK 5713 PAGE 63A

2. Second Party hereby accepts the foregoing terms and conditions upon and subject to which she is given permission to continue to use said gravel driveway; and Second Party hereby acknowledges that her previous use of said gravel driveway has been with the permission and consent of the predecessors in interest of said First Parties; and Second Party hereby agrees that she will not at any time claim or assert any right to use said gravel driveway other than upon and subject to the terms and conditions specified herein.

3. This agreement shall extend to, bind and include the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written in duplicate.

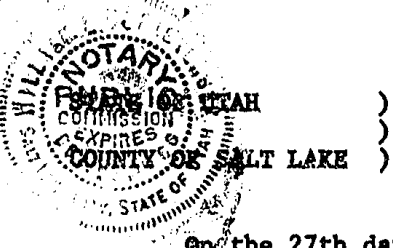
Ruth A. Hale
Edward G. Hale
First Parties

Blaise B. Pease
Second Party

BOOK 5713 PAGE 635

- 3 -

LAW OFFICES
Thomas, Armstrong, Rawlings & West
1800 WALKER BANK BUILDING
SALT LAKE CITY



) SS

On the 27th day of April, A.D. 1966 personally appeared before me EDWARD GIRARD HALE and RUTH H. HALE, his wife, and CLAIRE B. DEWEY, the signers of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at Salt Lake City, Utah

858

REC'D SEP 11 11
REBECCA GRAY
Edward G. Hale

Nov 27 2 22 PM '85
KATHLEEN BIRDMAN
RECORDER
SALT LAKE COUNTY,
UTAH

755 Hilltop Rd. SEC 9/4
84103 BLDG 5713 PAGE 636