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AGREEMENT

5138996

11 OCTOBER 91 11:04 AM

KATIE L. DIXON

RECURDER, SALT LAKE COUNTY, UTAH

FIRST AMERICAN TITLE

REC BY: REBECCA GRAY , DEPUTY

WHEREAS, Edward Ortega and Jennean Ortega, hereinafter designated as "Ortegas", are the owners of the property located at 3905 West 5400 South, which property is more particularly described as follows:

North Beginning 675 feet East and 33 feet South from the West corner of Section 17, Township 2 South, Range 1 West, Salt Lake Basin and Meridian; East 15 feet; South 526 feet; West 115 feet; North 276 feet; East 100 feet; North 250 feet to point of beginning.

WHEREAS, Joe DeNiro, aka Joseph DeNiro, Jr. aka Marie Deniro Davis, Co-Trustee Robert E. Davis, Co-Trustee hereinafter referred to as "DeNiro", occupy and or own the building directly east of the 15 foot by 250 square foot strip, which building is currently Appco Auto Parts, and

WHEREAS, the portion of the above-mentioned property which measures 15 feet by 250 feet, hereinafter referred to as "right of way", is used as a driveway and access to the har of the DeNiro building, and

NOW THEREFORE, in consideration for Ortegas' permissive use of the right of way to DeNiro, which is hereby granted, DeNiro hereby covenants, promises and agrees to:

- 1. Pay one half of the property taxes incurred on the right of way and to pay one half of the maintenance costs of black topping, resurfacing, or any other maintenance expense.
- Provide its own snow removal and liability insurance on said right of way.
- 3. Indemnify Ortegas from any judgment, liability or cause of action arising out of DeNiro's use of the said right of way.

This document is being recorded to correct an erroneous legal description in that certain Agreement dated 2/9/87 recorded May 1, 1987, as Entry No. 4448240 in book 5911, at page 2454.

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4. In the event of a breach of this agreement, the nonbreaching party shall be entitled to all costs, interest, and a reasonable attorney's fee incurred in enforcing the terms hereof.

DATED this _____ day of October 1991.

Robert E. Davis, Co-Trustee

Jennean Ortega

Jog DeNiro, Jr. aka Joseph DeNiro Jr.

X Marie Davis aka Marie DeNiro Davis, Co-Trustee

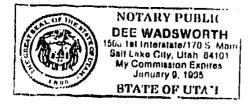
James C. DeNiro

County of Salt Lafre) ss.
State of Itali)

On the 1 day of October, 1991, personally appeared before me EDWARD ORTEGA, one of the signers of the foregoing Agreement who duly acknowledged to me that he executed the same.

Notary Public residing at Magna, That

My Commission Expires:



In the event of a broach of this agreement, the nonbreaching party shall be entitled to all costs, interest, and a reasonable attorney's fee incurred in enforcing the terms hereof.

DATED this 15' day of October Jennean Ortega

Robert E. Davis, Co-Trustee

Joe De Niro, Jr. aka Joseph DeNiro Jr.

Marie Davis aka Marie DeNiro Davis, Co-Trustee

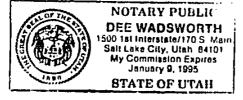
games C. DeNiro

County of Salt Rafe } State of 7/1alı

On the 1 st day of October , 1991, personally appeared before me EDWARD ORTEGA, one of the signers of the foregoing Agreement who duly acknowledged to me that he executed the same.

Notary Public residing at Magna, That

My Commission Expires: Jan 9, 19.95



	County of) ss. State of, l991, personally appeared before me JENNEAN ORTEGA, one of the signers of the foregoing Agreement who duly acknowledged to me that he executed the same.
	Notary Public residing at My Commission Expires:
(County of Sacrice) State of Sacrice) On the 3 day of Occess, 1991, personally appeared before me JOE DeNIRO, JR. one of the signers of the MOTARY PUBLIC who duly acknowledged to me that he executed PLIZABETH J. TOWLES First Security Bank of Utah, NA 79 South Main Street Sall Lake City. Utah B4111 My Commission Expires 8/29/95 STATE OF UTAH My Commission Expires:
- *	County of

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My Commission Expires:

the same.

Notary Public residing at 1986 Hamilton All
Pale ALTO, Ca. 94301

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On the $G^{\downarrow n}$, day of October, 1991, personally appeared before me MARIE DENIRO DAVIS AND ROBERT E. DAVIS, CO-TRUSTEES OF THE MARIE DENIRO DAVIS REVOCABLE TRUST the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC RESIDING IN: O'LLO LUMBER (Laure) COMMISSION EXPIRES: 3-27-93

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County of

On the GM, day of Octobe
E. DAVIS, CO-TRUSTEES OF TH
instrument, who duly acknowledged

MULL LUC III MO
NOTARY PUBLIC
RESIDING IN: OLUMBANCA
COMMISSION EXPIRES: 3-27-4

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