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STC# 82848)

AGREEMENT ABANDONING RIGHT OF WAY AND CREATING A NEW RIGHT ON WAY IN LIEU THEREOF.

THIS AGREEMENT entered into this 28th day of March,
A.D. 1985, by and between ELLEN-DELL PARTNERSHIP a Utah General
Partnership, and ROSALIE ESCHLER; and KIM V. PETERSEN; and E. TO P
JOHNSON and STEPHEN C. JOHNSON, as Trustees under Trust Agreement A
dated November 1, 1983; MAXXXXIII XXIII XXI

WHEREAS, All of the Parties hereto have used and have a right of way for access to their respective properties on a strip of land 13335000 feet wide, being 25.0 feet on each side of the following described centerline, to wit:

Beginning on the North line of the Section at a point South 89°46'52" West 546.9 feet from the North Quarter corner of Section. 12, Township 3 North, Range 1. West, Salt Lake Meridian, and running thence South 0°3' West 1868.68 feet; thence South 71°40'05" West 317.18 feet, more or less, to the East end of appublic street, and

WHEREAS, All of the Parties hereto desire to abandon part of sate. Right of Way and substitute a new Right of Way in lieu thereof, most of which is to be dedicated as a Public Street constructed for Farmington City standards,

NOW THEREFORE, in consideration of the mutual benefits to the Parties hereto, and of the improved access to each Party's property, each Party hereto does hereby Grant and Convey to each other Party hereto a perpetual Right of Way and Easement for road purposes on a strip of land 50.0 feet with, 25.0 feet on each side of the following described centerline:

Beginning at a point South 89°46'52" West 546.9 feet along the North line of the Section and 718.32 feet South 0°02'44" East and South 81°35'31" West 238.69 feet from the North Quarter corner of Section 12, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence South 0°13'08" East 50.0 feet to the point of tangency with a 389.4 foot radius curve to the right; thence Southwesterly 157.8 feet along the arc of said curve (Chord bears South 11°23'26" West 156.73 feet); thence South 23° West 265.0 feet to the point of tangency with a 663.35 foot radius curve to the left; thence Southwesterly 266.81 feet along the arc of said curve (Chord is South 11°28'38" West 265.02 feet); thence South 0°02'44" East 292.11 feet to the point of tangency with a 188.09 foot radius curve to the right; thence Southwesterly 116.16 feet along the arc of said curve (Chord is South 17°38'50" West 114.32 feet) to a point of tangency with a 163.34 foot radius reverse curve to the left; thence Southwesterly 115.0 feet along the arc of said curve (Chord is South 15°10'12" West 112.64 feet); thence South 5° East 50.03 feet to the center line of a public street (Northridge Road).

All of the Parties hereto do hereby GRANT to ROSALIE ESCHLER, KIM V. PETERSEN, STEPHEN C. JOHNSON and E. T. JOHNSON, Trustees, a Right of Way and easement for the purpose of a roadway on an undescribed strip of land 50.0 feet wide heading in a Northerly direction to the South line of the Johnson property from the proposed dedicated street (Summer Wood Drive), which point is South 89°46'52" West 546.9 feet and 718.32 feet South 0°02'44" East and South 81°35'31" West 238.69 feet and South 0°13'08" East 50.0 feet, more or less, from the North Quarter corner of said Section 12.

All of the Parties hereto do hereby QUIT CLAIM to HARLEY H. EVANS and LAURA JEAN EVANS, his wife, all of their interest in the portion of the abandoned Right of Way described as follows:

Beginning at a point South 89.46'529 West 546.9 feet along the North line of the Section from the North Quarter corner of said Section 12, and running thence North 89°46'52" East 25.0 feet; thence South 0°02'44" East: 999.56 feet to the Northwest corner of Somerset Farm; thence South 89°57'16" West 25.0 feet; thence North 0°02'44 West 999.48 feet to the joint of beginning.

FURTHER, All of the Parties here o do hereby QUIT CLAIM to SOMERSET HOMEOWNER S ASSOCIATION, a Utah Con-Profit Corporation, all of their interest in the following described portion of the abandoned Right of

Beging at a point South 89°46'52" West \$46.9 feet along the Nothth line of the Section and South 0°02'44" East 999.48 feet from the North Quarter corner of said Section 12, and running thence North 9°57'16" East 25.0 feet to the Northwest corner of Somerset Farm, a Subdivision; thence South 0°02'44" East 899.63 feet; thence South 71°40'05" West 26.335 feet; thence North 0°02'44" West 907.89 feet to the point of beginning.

FURTHER, All of the Parties hereto to hereby QUIT CLAIM to ELLEN-DELL PARTNERSHIP, a Utah General Partnership, all of their interest in that portion of the abandoned Right of Way described as follows:

Beginning on the South line of the new Right of Way at a point South 89°46'52" West 546.9 feet along the North line of the Section and South 0°02'44" East 743.59 feet from the North Quarter corner of said Section 12, and running thence South 81°35'31" West 25.27 feet; thence South 0°03' West 1103.23 feet along the West 1ine of said (ight of way to a corner thereof; thence South 71°40'05" West 292 feet, more or less, to the East end of a dedicated public street; thence South 50 feet, more or less, to the South line of said right of way; thence North 71°40'05" East 317.2 feet, more or less, to a point South 0°02'44" East of the point of beginning; thence North 0°02'44" West 1163.78 feet to the point of beginning.

As a further consideration of the foregoing, ELLEN-DELL PARTNERSHIP, a Utah General Partnership, does hereby AGREE that it, or it's Successors and Assigns, will construct an all-weather road on the new right of way equal to or better than the existing road on that portion of the right of way abandoned by this Agreement,

And, there is hereby reserved to the Parties hereto, the right to continue using the present abandoned right of way until such time as the new Right of Way is constructed to the agreed usable standards.

It is further understood and agreed by and between the Parties hereto that said right of way may be relocated at a future date to facilitate the development of the proferty and that the dedication of a public road on any Parties property will eliminate that portion of the right of way that is no longer necessary except as much as must be preserved so that each Party hereto will have access to it's respective property.

IN WITNESS WHEREOF, the Parties hereby have affixed their signatures the date and year first hereinabove written.

ELLEN-DELL /PARTNERSHIP

RAY WILLIAM PHILLIPS, PARTNER

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Barbara BARBARA B. PHILLIPS, PARTNER
Metquotite J. Chillips

MARGUERITE PHILLIPS, PARTNER

BY: Section of	BY: Bashara By hos
JOSEPH DEWAIN BYBEE, PARTNER	BARBARA BYBAE, PARTNER
BY: May & Phillips	BY: Ballan Ca Phillip
MAX'L. PHILLEPS, PARTNER	BARBARA C. RHILLIPS, PARENER
84: Ellen Bernice Home	· CERCO
ELLEN BERNICE HORNE, PARTNER	STEPHEN C JOHNSON, TRUSTEE
SOMERSET HOMEOWNER'S ASSOCIATION	Carl Harrison
A	E. T. WANSON, TRUSTEE
NAMEY M. LITTLEPIBLE PRESTDEN	* Resalie Eschler
	ROSALTE ESCHLER
DAVID M. COMMORS, VICE-PRESIDE	tent extersion
	KIM V. PETERSEN
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STATE OF UTAH	and the second s
COUNTY OF DAVIS)	6
On the Acth day of Man 1	A D 1095 page 211w
On the 28th day of March appeared before me Ray William Phi	A.D. 1985, personally llips, Barbara B. Phillips,
Dellas H. Phillips, Marguerite Phi	114ps, Joseph Dewalm Bybee,
Barbara Bybee, Max L. Phillips, Ba Bernice Horne, Partners of ELLEN-I	DELL PARTNERSHIP, a Usah General
Partnership, the signers of the wi	thin instrument, what duly
acknowledged to me that they execupartnership.	ited the same in belyalr or said
	Notary Public
S. A. S. C.	Part of the City o
My Comm. Expires: 1/10/88	Residing in: Salt Lake City
COMANDE OR HITAL	
STATE OF UTAH)	
COUNTY OF DAVIS)	
On the 4th day of APRIL	, A.D. 1985, personally
appeared before me ROSALIE ESCHLER	, the signer of the within
instrument, who duly acknowledded	to me that she executed the same.
	- Control of the Cont
	Notary Public
My Comm. Expires: 11-15-87	Residing in: KAYSVILLE,
	100
STATE OF Utah)	
COUNTY OF)	
On the 28th day of March appeared before me KIM V. PETERSEN	, A.D. 1985, personally
instrument, who duly acknowledged	
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Notary Public

My Comm. Expires: 1/10/66

Residing in: Salt Lake C. The Utel

COUNTY OF Davis 3ss.

On the day of , A.D. 1985, personally appeared before me E. T. JOHNSON and STEPHEN C. JOHNSON, as Trustees under Trust Agreement dated November 1, 1983, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Notary Publik

My Comm. Expires: 3-5-86

Residing in: Bountifu

FOE OF L

STATE OF UTAH

COUNTY OF PAVIS)

On the day of , A.D. 1985, personally appeared before me NANCY M. LYTTLEFIELD and DAVID M. CONNORS, who being by me duly sworn did say, each for himself, that she, the said NANCY M. LITTLEFIELD, is the President, and he, the said DAVID M. CONNORS, is the Vice-President of SOM REET HOMEOWNER'S ASSOCIATION, a Utah Non Profit 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 NANCY M. LITTLEFIELD and DAVID M. CONNORS, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public

My Comm. Expires:

Residing in: