

WHEN RECORDED MAIL TO:

Scott W. Hansen
 Buckland, Orton, Darger, Hansen, Waldo & Barton, LLC
 Nine Exchange Place, Suite 801
 Salt Lake City, Utah 84111
 Phone: (801) 531-6686
 Fax: (801) 531-6690

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 03/01/2004 02:32 PM 19.00
 Book - 8952 Pg - 3902-3906
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 UNITED TITLE SERVICES
 BY: SEM, DEPUTY - WI 5 P.

189440

ESTOPPEL AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 26th day of February, 2004, by and between **PETER GOLDMAN AND PETER ECKERT** (hereinafter "Goldman/Eckert") and **PEGGY ANNE NORTON AND SCOTT W. HANSEN** (hereinafter, "Norton/Hansen").

WHEREAS, Goldman/Eckert intend to purchase a residence located at 32 Haxton Place, Salt Lake City, Utah; and

WHEREAS, Norton/Hansen own an adjoining residence located at 34 Haxton Place, Salt Lake City, Utah; and

WHEREAS, the parties would like to clarify the status of the ownership and use of certain adjoining properties, some of which are owned in common with the parties hereto or other owners; and

WHEREAS, the owners of 32 Haxton Place and 34 Haxton Place own the following real estate in common (hereinafter, "Parcel 1"):

Beginning at the Southwest corner of Lot 6, Block 57, Plat B, Salt Lake City Survey, and running thence North 20 feet; thence East 20 feet; thence South 20 feet; thence West 20 feet to the point of beginning.

WHEREAS, the owners of 32 Haxton Place and 34 Haxton Place, along with certain other owners of property located on Haxton Place, have the right of access to, and ownership of, the following described real property (hereinafter "Parcel 2").

Beginning at a point 1.75 feet West of the Northwest corner of Lot 6, of said Haxton Place; and running thence South along the West face of a cement concrete retaining wall constituting the West boundary line of said Haxton Place, a

distance of 310 feet; thence East 40 feet; thence North 40 feet; thence West 28.25 feet; thence North 160 feet; thence West 1.75 feet; thence North 110 feet; thence West 10 feet, more or less to the point of beginning. Excepting all instruments describing a right of way over the same in connection with other lands.

1. The parties agree, and are estopped from claiming, in adversity or in acquiescence, any claim to either of the above described properties.

2. The parties acknowledge and agree that the existing, *de facto*, division of Parcel 1 into two separate gardens, together with the construction of any fences in furtherance thereof, is an accommodation between the owners of Parcel 1 and their successors and is not intended to separate rights in either portion of Parcel 1 described above.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GOLDMAN/ECKERT:

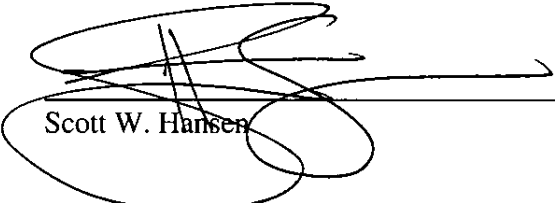
Peter Goldman

Peter Eckert

NORTON/HANSEN:



Peggy Anne Norton



Scott W. Hansen

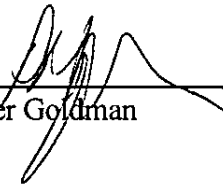
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GOLDMAN/ECKERT:



Peter Goldman



Peter Eckert

NORTON/HANSEN:

Peggy Anne Norton

Scott W. Hansen

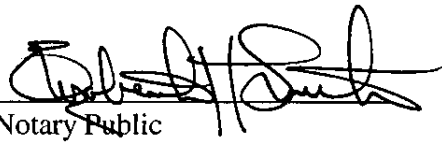
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on February _____, 2004, by Peter Goldman and Peter Eckert.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on February 24th, 2004, by Peggy Anne Norton and Scott W. Hansen.


Notary Public



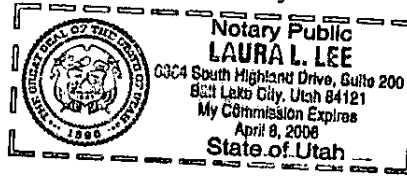
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on February 27th, 2004, by Peter Goldman and Peter Eckert.



Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me on February _____, 2004, by Peggy Anne Norton and Scott W. Hansen.

Notary Public