

4/17/98 6932790
4:47 PM \$34.00

04/17/98 4:47 PM 34.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON TITLE
REC BY: R JORDAN DEPUTY

EASEMENT AGREEMENT

34
6932790
STEWART TITLE
CAL # 2800 / Z 03

Agreement made and entered into this 2nd day of April, 1998 by and between WESTSIDE DEVELOPMENT ASSOCIATES, L.L.C. a Utah limited liability company as Grantor and FOURTH WEST ASSOCIATES, L.C., a Utah limited liability company, Anexus Enterprises, L.P. a Utah limited partnership, Anexus Development, L.C. a Utah limited liability company and MNM Investments, L.C., a Utah limited liability company all as Grantees.

Whereas, Grantor is the owner of real property located in Salt Lake County, State of Utah that is more particularly described on the Exhibit "A" attached hereto and by this reference made a part hereof (the "Grantor's Property").

Whereas, Grantees are the owners of an abutting parcel of real property also located in Salt Lake City, Salt Lake County, State of Utah that is more particularly described on the Exhibit "B" attached hereto and by this reference made a part hereof (the "Grantees' Property").

Whereas, Grantees are desirous of acquiring from Grantor, for the benefit of the Grantees' Property, certain easements for the parking of passenger motor vehicles upon the Grantor's Property and the Grantor is willing to grant such easements.

Therefore, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantees to Grantor, Grantor hereby agrees to the creation of the following easements subject to the terms and conditions hereof:

1. Grantor hereby grants and conveys to the Grantees, for the sole benefit of the Grantees' Property, a perpetual, exclusive easement for the parking of four (4) passenger motor vehicles upon that portion of the Grantor's property described on the Exhibit "C" attached hereto and by this reference made a part hereof (the "Exclusive Parking Parcel").

2. Grantor hereby grants and conveys to the Grantees, for the sole benefit of the Grantees' Property, a perpetual, nonexclusive easement for the parking of six (6) passenger motor vehicles within the existing designated parking area located upon that portion of the Grantor's Property described on the Exhibit "D" attached hereto and by this reference made a part hereof (the "Nonexclusive Parking Area").

3. Grantor hereby grants and conveys to the Grantees, for the sole benefit of the Grantees' Property, a perpetual, nonexclusive easement for ingress and egress for passenger motor vehicles or pedestrians over and across that portion of the Grantor's Property described on the Exhibit "E" attached hereto and by this reference made a part hereof (the "Ingress and Egress Parcel"). The Ingress and Egress Parcel is an existing, improved right of way over and across the Grantor's Property. The Ingress and Egress Parcel is to be utilized by the Grantees only to obtain access to the Exclusive Parking Parcel and to the Nonexclusive Parking Parcel.

westside4thwesteasement.
RMP.g/bpm

BK 7949 PG 1434

etc 14645

4. Grantees and Grantor agree that they will utilize the Exclusive Parking Parcel, the Nonexclusive Parking Parcel and the Ingress and Egress Parcel only in accordance with the terms and intent of this Easement Agreement. Grantees shall utilize the easement parcels in such a manner that will not interfere with the use and enjoyment of the Grantor's Property.

5. Grantees shall be responsible, at their sole cost and expense, for the maintenance, repair and/or replacement of the improvements located within the Exclusive Parking Parcel including, without limitation, snow and trash removal. Grantees shall at all times maintain the Exclusive Parking Parcel in a good state of repair and in a clean and orderly condition.

6. The easements granted herein shall be appurtenant to and shall run with the title to the Grantees' Property.

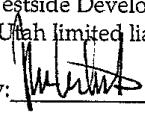
7. The terms and conditions of this Easement Agreement shall be binding upon the Grantor and the Grantees and their respective successors and/or assigns.

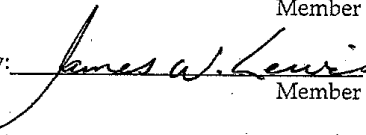
8. The terms and conditions of this Easement Agreement shall be interpreted by and enforced according to the laws of the State of Utah.

9. Grantors and Grantees each hereby agree to exonerate, save harmless, protect and indemnify the other from and against any and all losses, damages, claims, suits or actions, judgments and costs (including a reasonable attorney's fee) that may arise or grow out of any injury to or death of persons or damage to property arising out of or attributable to the negligent acts, or omissions of, or use by them, their agents, servants, employees, guests or customers of the easement parcels.

Executed by the parties in Salt Lake City, Salt Lake County, State of Utah on the day and year first written above.

GRANTOR: Westside Development Associates, LLC
a Utah limited liability company

by:  _____
Member

by:  _____
Member

westside4thwesteasement.
RMP.g/bpm

BK 7949PG 1435

GRANTEES:

Fourth West Associates, L.C. a Utah Limited Liability Company

by: MNM Investments, L.C. as member

by: WK Martin member
William K. Martin, Member

by: RE Dorn
Robert E. Dornbush, Member

by: ANA Development, L.C.

by: RMP
Rodney M. Pipella, Member

by: DWS
David W. Scofield, Member

Anexus Enterprises, L.P., a Utah Limited Partnership

by: NJA Allen
Norma Jean Allen, Trustee, General Partner

by: DA Allen
David J. Allen, Trustee, General Partner

Anexus Development, L.C., a Utah Limited Liability Company

by: DA Allen
David J. Allen, Member/Manager

MNM Investments, L.C., a Utah Limited Liability Company

by: WK Martin member
William K. Martin, Member

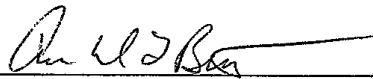
by: RE Dorn
Robert E. Dornbush, Member

by: ANA Development, L.C.

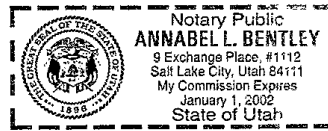
by: RMP
Rodney M. Pipella, Member

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 2nd day of April, 1998, personally appeared before me, William K. Martin and Robert Dornbush, who being by me duly sworn did say that they are members of MNM INVESTMENTS, L.C. a Utah limited liability company, the liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the foregoing deed as a member of Fourth West Associates, L.C., a Utah limited liability company.




Notary Public

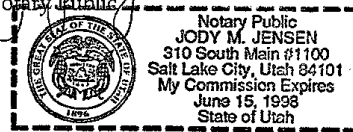


STATE OF UTAH)
) ss.
County of Salt Lake)

On this 3rd day of April, 1998, personally appeared before me, David W. Scofield, who being by me duly sworn did say that he is a member of Fourth West Associates, L.C. and acknowledged to me that such limited liability company executed the foregoing deed.



Notary Public

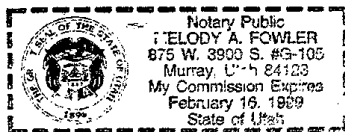


STATE OF UTAH)
) ss.
County of Salt Lake)

On this 2nd day of April, 1998, personally appeared before me, Norma Jean Allen, Trustee and David J. Allen, Trustee who being by me duly sworn did say that they are the general partners of Anexu Enterprises, L.P. a Utah Limited Partnership and acknowledged to me that such limited partnership executed the foregoing deed.



Notary Public

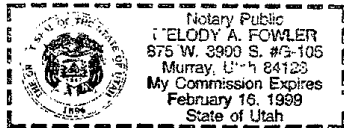


westside4thwesteasement.
RMP.g/bpm

BK 7949PG 1437

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 2nd day of April, 1998, personally appeared before me, David J. Allen,, who being by me duly sworn did say that he is the manager and a member of Anexu Development, L.C., a Utah Limited Liability Company and acknowledged that such limited liability company executed the foregoing deed.

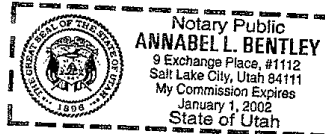


Melody A. Fowler
Notary Public

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 2nd day of April, 1998, personally appeared before me, Rodney M. Pipella, known to me to be a member of ANA Development, L.C., the Utah limited liability company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said limited liability company, said being known to me to be a member of MNM Investments, L.C., the Utah limited liability company that executed the within instrument and acknowledged to me that such limited liability company executed the same as such member and that such limited liability company executed the same.

Annabel L. Bentley
Notary Public



westside4thwesteasement.
RMP.g/bpm

BK7949PG1438

EXHIBIT "A"

Parcel #2

All of the CARPENTER BUILDING, a Utah Condominium Project, being further described as follows:

Commencing 1 rod South of the Northwest corner of lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence East 116.50 feet; thence South 8 rods; thence West 116.50 feet; thence North 8 rods to the point of beginning.

A right of way easement described as follows:

Commencing 1 rod South and 116.50 feet East of the Northwest corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence East 8.0 feet; thence South 8 rods; thence West 8.0 feet; thence North 8 rods to the point of beginning.

A perpetual and non-exclusive right of way over and upon the following described property:

Commencing at the Northeast corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence West 20 rods; thence South 1 rod; thence east 11 rods; thence South 8 rods; thence West 11 rods; thence South 1 rod; thence East 12 rods; thence North 9 rods; thence East 8 rods; thence North 1 rod to the point of beginning.

An easement for parking purposes and the non-exclusive right to use thirty-one (31) parking stalls in that parking terrace constructed upon the property described as follows:

Commencing at the Northeast corner of Lot 6, Block 47, Plat "A", Salt Lake City Survey; and running thence South 165.00 feet; thence West 64.00 feet; thence North 165.00 feet; thence East 64.00 feet to the point of beginning.

FURTHER DESCRIBED AS FOLLOWS:

All of CARPENTER BUILDING, a Utah Condominium Project located in Block 47, Plat "A", Salt Lake City Survey, as set forth on the Records of Survey Map, recorded March 20, 1984, as Entry No. 3918322, in Book 84-3, at Page 41, and as described in the Declaration of Condominium, recorded March 20, 1984, as Entry No. 3918323, in Book 5540, at Page 178 of Official Records.

Parcel #3

Beginning at a point on the West line of Lot 6, Block 47, Plat "A", Salt Lake City Survey, said point being south 0 deg. 06'11" East 147.804 feet from the Northwest corner of said Lot 6, said point also being South 0 deg. 00'59" east along the monument line 214.964 feet and North 89 deg. 35'38" East 39.725 feet from the Salt Lake City Monument at the intersection of 300 South and Rio Grande Streets, said point also being on the South line of a brick building; thence North 89 deg. 35'38" East along said South Building line and its extension 330.004 feet, more or less, to a point on the East line of said Block 47; thence South 0 deg. 06'11" East along said block line 33.215 feet to a point on the North line of a brick building; thence South 89 deg. 34'18" West along said North building line 131.798 feet to the Northwest corner of said building; thence South 84 deg. 57'59" West 17.016 feet to the Northeast corner of a brick building; thence South 89 deg. 32'42" West along the North line of said building 40.454 feet to the Northwest corner of said brick building; thence North 87 deg. 22'43" West 24.253 feet to the Northeast corner of a brick building; thence South 89 deg. 33'15" West along the North line of said brick building 116.582 feet to a point on the West line of Lot 7, of said Block 47; thence North 0 deg. 06'11" West 33.474 feet to the point of beginning.

Parcel #4

Commencing 1 rod South and 116-1/2 feet East of the Northwest corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence East 65 feet; thence South 8 rods; thence West 65 feet; thence North 8 rods to the point of beginning.

POOR COPY
CO. RECORDER

PA 1439

BK 7949 PG 1439

EXHIBIT "A", PAGE 2

LESS AND EXCEPTING THE FOLLOWING:

Commencing at a point which is South 0 deg. 06'12" East 16.5 feet along the lot line and North 89 deg. 58'50" East (parallel with the North block line) 140.00 feet from the Northwest corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence North 89 deg. 58'50" East 41.50 feet; thence South 0 deg. 06'12" East 132.0 feet; thence South 89 deg. 58'50" West 41.50 feet; thence North 0 deg. 06'12" West 132.0 feet to the place of commencement.

Parcel #1

Commencing at a point which is South 0 deg. 06'12" East 16.5 feet along the lot line and North 89 deg. 58'50" East (parallel with the North block line) 140.00 feet from the Northwest corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence North 89 deg. 58'50" East 41.50 feet; thence South 0 deg. 06'12" East 132.0 feet; thence South 89 deg. 58'50" West 41.50 feet; thence North 0 deg. 06'12" West 132.0 feet to the place of commencement.

TOGETHER WITH a perpetual and non-exclusive right of way over and upon the following described property:

Commencing at the Northeast corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence West 20 rods; thence South 1 rod; thence East 11 rods; thence South 8 rods; thence West 11 rods; thence South 1 rod; thence East 12 rods; thence North 9 rods; thence East 8 rods; thence North 1 rod to the place of commencement.

TOGETHER WITH the right to the use of 7 parking stalls and a non-exclusive easement and right of way for ingress and egress thereto over and upon the following described property:

Commencing at the Northeast corner of Lot 6, Block 47, Plat "A", Salt Lake City Survey; and running thence South 165.00 feet; thence West 67.00; thence North 165 feet; thence East 67.00 feet to the place of commencement.

-POOR COPY-
CO. RECORDER

BK 7949 PG 1440

EXHIBIT B

BEGINNING at the Southeast corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey, and running thence North 6 rods; thence West 8 rods; thence South 6 rods; thence East 8 rods to the place of BEGINNING.

-POOR COPY-
CO. RECORDER

BK 7949 PG 1441

EXHIBIT C

-POOR COPY-
CO. RECORDER

1. AN EASEMENT FOR THE PURPOSE OF PARKING BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 47, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 89°55'25" WEST 47.00 FEET; THENCE NORTH 29°53'49" EAST 22.50 FEET; THENCE NORTH 89°55'25" EAST 35.75 FEET TO THE WEST LINE OF 400 WEST STREET; THENCE SOUTH 0°06'11" EAST ALONG SAID WEST LINE 19.49 FEET TO THE POINT OF BEGINNING.

BK 7949 PG 1442

EXHIBIT D

-POOR COPY-
CO. RECORDER

Beginning at a point on the West line of Lot 6, Block 47, Plat "A", Salt Lake City Survey, said point being south 0 deg. 06'11" East 147.804 feet from the Northwest corner of said Lot 6, said point also being South 0 deg. 00'59" east along the monument line 214.964 feet and North 89 deg. 35'38" East 39.725 feet from the Salt Lake City Monument at the intersection of 300 South and Rio Grande Streets, said point also being on the South line of a brick building; thence North 89 deg. 35'38" East along said South Building line and its extension 330.004 feet, more or less, to a point on the East line of said Block 47; thence South 0 deg. 06'11" East along said block line 33.215 feet to a point on the North line of a brick building; thence South 89 deg. 34'18" West along said North building line 131.798 feet to the Northwest corner of said building; thence South 84 deg. 57'59" West 17.016 feet to the Northeast corner of a brick building; thence South 89 deg. 32'42" West along the North line of said building 40.454 feet to the Northwest corner of said brick building; thence North 87 deg. 22'43" West 24.253 feet to the Northeast corner of a brick building; thence South 89 deg. 33'15" West along the North line of said brick building 116.582 feet to a point on the West line of Lot 7, of said Block 47; thence North 0 deg. 06'11" West 33.474 feet to the point of beginning.

BK 7949PG1443

EXHIBIT "E"

-POOR COPY-
CO. RECORDER

A perpetual and non-exclusive right of way over and upon the following described property:

Commencing at the Northeast corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence West 20 rods; thence South 1 rod; thence east 11 rods; thence South 8 rods; thence West 11 rods; thence South 1 rod; thence East 12 rods; thence North 9 rods; thence East 8 rods; thence North 1 rod to the point of beginning.

BK 7949 PG 1444

CONSENT TO CREATION OF EASEMENT

Draper Bank & Trust is the present Trustee and Beneficiary of a Deed of Trust that encumbers the real property of Westside Development Associates, L.C. as the same is described in the foregoing Easement Agreement. The Deed of Trust is identified as follows:

Dated: September 17, 1997
Recorded in S.L. County: September 19, 1997
Entry Number: 6744248
Book: 7762
Page: 1897
Securing a Note in the amount of \$500,000.00

Draper Bank & Trust hereby consents to the creation of the easements described in the foregoing Easement Agreement and hereby agrees and acknowledges that the foreclosure of the Deed of Trust described herein shall not effect the use of the easement property by the parties entitled thereto nor shall such a foreclosure effect the validity nor the enforceability of the terms and provisions of the Easement Agreement.

Dated this 3rd day of April, 1998.

DRAPER BANK & TRUST

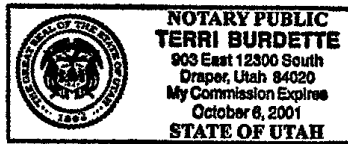
by: Richard P. Coleman

STATE OF UTAH)
) ss.
County _____)

On the 3 day of April, 1998, personally appeared before me Richard P. Coleman, who being by me duly sworn did say, that he the said Richard P. Coleman is the Chief Lending Officer of Draper Bank & Trust, a corporation, and the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Richard P. Coleman duly acknowledged to me that said corporation executed the same.

TERRI BURDETTE
Notary Public

draperbankwestsideeasement
RMP.g/bpm



BK 7949PG1445