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COMMON DRIVEWAY AND LANDSCAPE EASEMENT

This Common Driveway and Landscape Easement Agreement (hereinafter referred to as "Agreement") is made this 9th day of February, 1989 by and between Solomon Family Partnership (hereinafter referred to as Owner) and Brent H. Scott (hereinafter referred to as Grantee).

RECITALS

The following recitals are made a material part hereof, to wit:

A. Owner represents that it is the owner in fee simple title to the real property described in Exhibit A attached hereto and made a part hereof.

B. Grantee represents that he is purchasing from Owner that real property described in Exhibit B attached hereto and made a part hereof and which is contiguous to the property described in Exhibit A.

C. The parties hereto by this agreement intend to create a driveway and landscape easement for ingress, egress, and landscaping over property described in Exhibit A for the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. The easement shall create reciprocal rights and obligations among each of the parties to this agreement and shall create a privity of contract and estate between the parties and shall operate as covenants running with the land for the benefit of the Real Property described in Exhibit's A & B.

D. The Owner grants to the Grantee and his heirs, personal representative, successors and assigns a driveway and landscape easement for the purpose of reciprocal ingress and egress rights benefiting and burdening the common area of both parcels of the Real Property described in Exhibit's A & B. Said mutual ingress and egress is and shall be for the benefit of the owners of said properties to be used when necessary, for vehicular access and circulation, pedestrian traffic and comfort and convenience of customers, business invitees, licensees, agents and employees of the parties hereto and business occupants of the buildings to be constructed by Grantee or Owner on Real Property owned by Owner or Grantee.

E. Owner agrees to allow Grantee to initially landscape the area described in Exhibit A. Grantee will be responsible for the cost of landscape installation and maintenance. At any time in the future if Owner or successors of ownership properly notify Grantee that commercial development is proceeding on property owned by Owner, Grantee will remove the landscape in easement area at Grantee's sole expense and establish a common driveway for the

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mutual benefit of both parties, or Grantor may at the sole cost and expense of Grantee, establish and construct such a driveway and remove any landscape improvements located on the property described in Exhibit A.

F. Grantee will be responsible for paying the entire cost of completing a common driveway within the easement area which includes curb, gutter, sidewalk, drive approach into shopping center area, and asphalt. Also Grantee will be responsible for installing permanent concrete curbing along the north and west property lines abutting Owner property if a common driveway is established.

G. In the event commercial is not developed on Owners property and West Valley City requires a wall be constructed on the north and west property lines of Grantee property, Grantee (or the fee owner of property described in Exhibit B at the time of notice from West Valley City that a wall must be built) will construct said wall at Grantee's (owners) sole expense. If required by West Valley City, the wall may be installed over any necessary area of said easement. If commercial is not developed on Owners property, this easement will become a permanent landscape easement and remain a landscaped area.

H. There will be no cost to Grantee for the use of the easement while landscaped or as a common driveway except for installation of landscaping and common driveway. Grantee will pay for the entire costs of landscape maintenance and one half of the common driveway maintenance cost if the common driveway is developed.

I. The term of this easement shall be perpetual. The easement shall be deemed to be a covenant running with the land and shall be binding upon the parties hereto and upon their successors and assigns until released by mutual agreement of the then record owners of the property served by said easement and the Real Property subject to said easement.

J. Either party hereto may assign its rights hereunder without the consent of the other. However Grantee is assigning his rights hereunder to Rainbo Oil. Rainbo Oil has agreed to this assignment and the assumption of the obligations hereunder. Upon Rainbo's assumption of all duties and obligations hereunder.

In witness whereof, the parties have set their hands hereto on the day above first written.

Owner: Solomon Family Partnership
James E. Solomon, General Partner
Solomon Family Partnership

Grantee: Brent H. Scott
Brent H. Scott

The terms and conditions of Paragraph E shall not apply until a building permit for commercial use has been issued. Grantee shall have 90 days from date of notice to comply.

H. L. M.
B. S.
J. C.

Rainbo Oil hereby agrees to the terms and conditions of this agreement and assumes all of the obligations of the Grantee hereunder

Dated: February 9, 1989

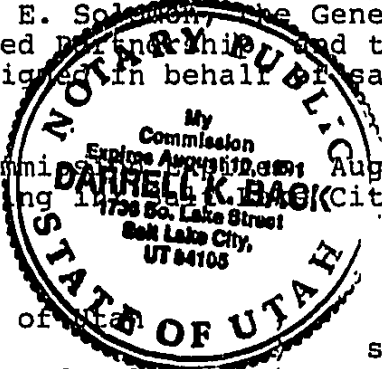
Rainbo Oil
By: H. L. M. E. Meyer

State of Utah)
)
County of Salt Lake) ss:

On the 8th day of February 1989 personally appeared before me James E. Solomon, the General Partner of the Solomon Family Limited Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership.

My Commission Expires August 10, 1991
Residing in: DARRELL K. BACK, City, Utah
1738 So. Lake Street
Salt Lake City,
UT 84105

[Signature]
Notary

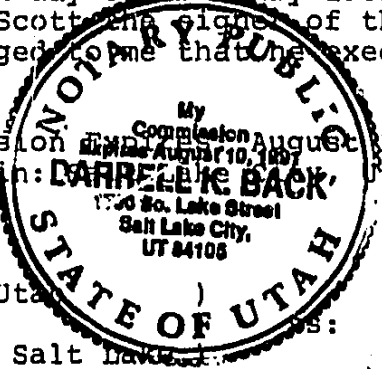


State of Utah)
)
County of Salt Lake) ss:

On the 9th day of February 1989 personally appeared before me Brent H. Scott, the signor of the within instrument, who duly acknowledged to me that he executed the same.

My Commission Expires August 10, 1991
Residing in: DARRELL K. BACK, Utah
1738 So. Lake Street
Salt Lake City,
UT 84105

[Signature]
Notary



State of Utah)
)
County of Salt Lake) ss:

On the 9th day of February 1989 personally appeared before me H. L. McGregor, the Manager of Real Estate and Development of Rainbo Oil Company, and that the within and foregoing instrument was signed in behalf of said Company.

My Commission Expires August 10, 1991
Residing in: DARRELL K. BACK, City, Utah
1738 So. Lake Street
Salt Lake City,
UT 84105

[Signature]
Notary

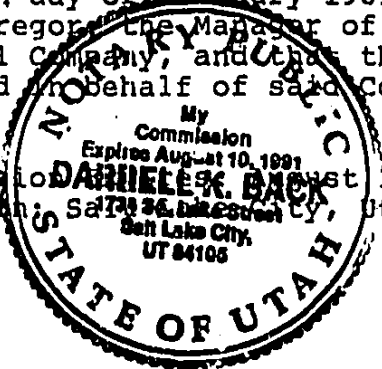


EXHIBIT A

EASEMENT LEGAL DESCRIPTION

Beginning at a point on the North line of 4100 South Street (a 33.00 foot half-width), said point being North 0° 01' 50" West 33.00 feet along the Section line and South 89° 53' 59" West 232.647 feet from the Southeast Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running; thence South 89° 53' 59" West 20.00 feet along said North line; thence North 0° 01' 50" West 80.00 feet; thence North 89° 53' 59" East 20.00 feet; thence South 0° 01' 50" East 80.00 feet to the point of beginning.

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY: D DANGERFIELD , DEPUTY

EXHIBIT B

NET CONVEYED PROPERTY LEGAL DESCRIPTION

Beginning at a point on the West line of 4000 West Street, (a 40.00 foot half width) and the North line of 4100 South Street, said point being North 0° 01' 50" West 82.951 feet along the section line and South 89° 58' 10" West 40.00 feet from the Southeast Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running; thence South 44° 56' 04" West 42.452 feet along said North line; thence South 89° 53' 59" West 162.647 feet along the North line of 4100 South Street (a 53.00 foot half-width); thence North 0° 01' 50" West 170.00 feet; thence North 89° 53' 59" East 192.647 feet to the West line of 4000 West Street; thence South 0° 01' 50" East 140.00 feet along said West line to the point of beginning.

BOOK 6103 PAGE 428