

**WHEN RECORDED, MAIL TO:**

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KIRTON & McCONKIE  
60 East South Temple, Suite 1800  
Salt Lake City, UT 84111-1004

Tax Parcel Nos. 15-24-279-001, 15-24-279-002, 15-24-279-003

2240396

**DECLARATION OF EASEMENTS**

11th THIS DECLARATION OF EASEMENTS (the "Declaration") is made and entered into the day of July, 2006 by INTERMOUNTAIN HOLDING COMPANY, a Utah limited partnership ("Grantor") in contemplation of the following facts and circumstances:

A. Grantor is the fee simple owner of certain real property (collectively, the "Property") located in Salt Lake County, State of Utah and specifically described as Parcels 1, 2 and 3 on Exhibit "A", attached hereto and incorporated herein by this reference (each herein a "Parcel").

B. Grantor desires to grant and establish certain easements for ingress, egress and parking upon specified portions of the Property for the benefit of other portions of the Property in accordance with the provisions of this Declaration.

C. Grantor intends that the easements herein granted shall be granted, established and maintained without regard to Grantor's common ownership of all of the Property and that such easements shall survive any severance of title to one or more of the Parcels which comprise the Property and inure to any successor in interest of Grantor.

NOW, THEREFORE, Grantor does hereby declare that the "Servient Property," as herein defined, shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easements set forth herein and that the Dominant Property be held, sold, conveyed, transferred, leased, subleased, used and occupied together with the easements set forth herein, all as set forth as follows:

1. Property Subject to Easements. Grantor hereby declares that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, subleased and occupied subject to or as applicable, together with, the easements set forth in this Declaration.

2. Covenants to Run With Land. This Declaration and the easements created herein are intended to and shall run with the land described herein and, as applicable, portions of the Property shall be burdened by such easements to the extent portions of the "Easement Area," as defined below, are located upon such portions of the Property and benefited by such easements to the extent portions of the Property are entitled to use the Easement Area located upon another Parcel. That portion of the Property which, based upon the physical configuration of the Property and the use of the easement, shall be entitled to the benefit of any specific easement herein granted shall be deemed to be the "Dominant Parcel" and that portion of the Property which, based upon the physical configuration of the Property and the use of the easement, shall be subject to and burdened by any specific easement herein granted shall be deemed to be the "Servient Parcel"

3. Easement. Grantor does hereby grant and declare that there shall exist a perpetual, non-exclusive easement (the "Easements") for ingress and egress of pedestrians and

motor vehicles, including but not limited to delivery trucks and other such vehicles, and the temporary loading and unloading of such trucks and vehicles requiring access to the improvements located upon the Dominant Parcel. The purpose of the Easements herein granted is to provide each Parcel ingress and egress to and from dedicated public streets as reasonably necessary for use of improvements located on the Dominant Parcel. The Easements herein granted shall be exercised over those portions of the Property shown as the "Easement Area" on Exhibit "B", attached hereto and incorporated herein by this reference; provided, however, that the Easement Area is intended to show those portions of the Servient Parcel which are sidewalks, driveways, drive isles, and other similar improvements (collectively, the "Easement Improvements") and no Easement Area shall include any portion of any building located upon a Parcel. The owner of a Parcel shall have the right to reconfigure the improvements located upon the Servient Parcel, so long as such reconfiguration does not unreasonably diminish the scope or utility of the Easement herein granted.

4. Reserved Uses. There is hereby reserved for the benefit of the party or parties designated in this Section 4 certain specific uses that may continue within the Easement Area. It is the intent of Grantor that the easement rights granted in Section 3 and the uses reserved in this section shall coexist with all parties cooperating so that the practical benefits of both the Easement and the reserved uses may be realized. There is reserved for the building located at 2245 South West Temple, the right to maintain one (1) row of parallel or diagonal parking along the south side of said building. There is reserved for the building located at 2255 South West Temple, the right to maintain one (1) row of parallel or diagonal parking on the east side of said building. There is hereby reserved for each building, the right to maintain required dumpster(s) within the Easement Area in a location generally adjacent to such building that will permit the servicing thereof without impeding access to any other building or through the Easement Area.

5. Maintenance. The owner of a Parcel shall be responsible for the maintenance of the improvements located within the Easement Area on real property owned by such owner and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of ingress, egress and parking, as contemplated by this Declaration. All costs and expenses incurred in connection with such maintenance shall be the sole responsibility of the owner of the Parcel for which such costs are incurred. In the event any owner fails to maintain the improvements on such owner's parcel as provided herein, any other owner may provide the non-performing owner with written notice of inadequate maintenance. If the non-performing owner fails to cure such inadequate maintenance within thirty (30) days' notice thereof, any other owner may perform the required maintenance on the non-performing owner's parcel, and the non-performing owner shall fully reimburse the owner which provided the maintenance within thirty (30) days of receipt of invoice therefor.

6. Benefited Parties. The Easement hereby established is for the benefit of owners and tenants and other parties which shall be in actual possession of improvements which shall exist from time to time upon a Dominant Parcel and the owners, guests, customers, employees or other business invitees of the business establishments located within improvements located upon the Dominant Parcel; provided, however, that only an owner or a tenant of an owner who is a party to a written lease which shall provide for the actual occupancy of a portion of the Property shall have the right to enforce the provisions of this Declaration and no guest, customer, employee or other business invitee of such owner or tenant shall have any right to enforce any provision hereof.

7. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of each party which is a successor in interest to Grantor, which consent shall not be unreasonably withheld or delayed.

8. No Merger. It is the express intent of Grantor that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor in interest notwithstanding the fact that Grantor is the owner of all of the Property and may presently or may in the future have the sole right to possess all of the Property.

9. Burden and Benefit. To the extent required by law, a Burdened Parcel upon which the Easements shall exist from time to time shall be deemed to be the servient estate and shall be deemed to be burdened by the Easements herein granted and a Benefited Parcel shall be deemed to be the dominant estate and shall be deemed to be benefited by the Easements herein created.

10. Termination of Covenant Liability. Whenever an owner shall transfer a fee simple interest in any portion of the Property, such owner shall have no liability for any breach of covenant or this Declaration occurring after such transfer with respect to the portion of the Property transferred.

11. Indemnification. Each owner of a Parcel, its successors and assigns (the "Indemnifying Party"), hereby agrees to indemnify, defend and hold harmless each other owner and its officers, directors, employees, managers, members, agents, servants, successors, and assigns (the "Indemnified Party") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of the acts and omissions of the Indemnifying Party and the use of the Easement and the Easement Improvements by the Indemnifying Party's officers, directors, managers, members, agents, servants, guests, customers, employees or other invitees. The terms and conditions of this provision shall remain effective after the expiration or termination of this Declaration, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

IN WITNESS WHEREOF, Grantor has executed this Declaration of Easement to be effective as of the day and year first above written.

GRANTOR: INTERMOUNTAIN HOLDING COMPANY,  
a Utah limited partnership

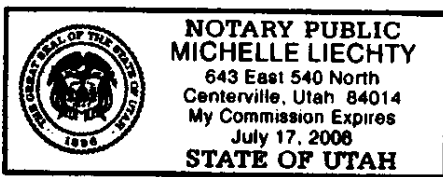
By: Elise T. Bowers Mgr/GP  
Elise T. Bowers  
Its: Managing General Partner /General Partner

By: Kevin R. Bowers, GP  
Kevin R. Bowers  
Its: General Partner

[Notaries on Next Page]

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

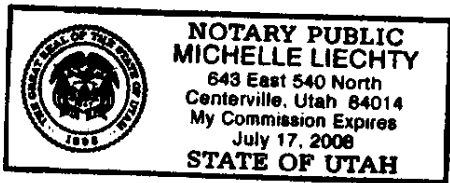
On this 11th day of July, 2006, personally appeared before me Elise T. Bowers, the signer that executed the within instrument and acknowledged to me that she executed the same as Managing General Partner and General Partner of Intermountain Holding Company, a Utah limited partnership.



Michelle Liechty  
Notary Public  
Residing at: Centerville, Utah  
My Commission Expires: 07-17-2008

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

On this 11th day of July, 2006, personally appeared before me Kevin R. Bowers, the signer that executed the within instrument and acknowledged to me that he executed the same as General Partner of Intermountain Holding Company, a Utah limited partnership.



Michelle Liechty  
Notary Public  
Residing at: Centerville, Utah  
My Commission Expires: 07-17-2008

**EXHIBIT "A"**  
**to**  
**Declaration of Easement**

**[Legal Description of Property]**

Real property situated in Salt Lake County, State of Utah, and more particularly described as follows:

**Parcel 1:**

Being a portion of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey and also being a portion of the East Half of the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake County, Utah and being described as follows:

Beginning at the Northwest corner of said Lot 7; thence along the easterly line of West Temple South 00°00'38" West, 90.00 feet; thence North 89°49'29" East, parallel to the North line of said Lot 7, 215.33 feet; thence North 00°03'06" East, parallel to the westerly line of Main Street, 39.37 feet; thence South 89°56'54" East, 5.00 feet; thence North 00°03'06" East, parallel to the westerly line of Main Street, 50.65 feet to the North line of said Lot 7; thence South 89°49'29" West, along said North line, 220.40 feet to the point of beginning.

[This property contains 0.451 acres or 19,636 square feet more or less.]

Tax Parcel No. 15-24-279-001

**Parcel 2:**

Being a portion of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey and also being a portion of the East Half of the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake County, Utah and being described as follows:

Commencing at the Northwest corner of said Lot 7; thence along the easterly line of West Temple South 00°00'38" West, 90.00 feet to the point of beginning; thence North 89°49'29" East, parallel to the North line of said Lot 7, 215.33 feet; thence South 00°03'06" West, parallel to the westerly line of Main Street, 94.34 feet to the North line of Senior Way; thence South 89°51'26" West, along said North line, 215.26 feet to the easterly line of West Temple; thence North 00°00'38" East, along said easterly line, 94.22 feet to the point of beginning.

[This property contains 0.466 acres or 20,298 square feet more or less.]

Tax Parcel No. 15-24-279-002

Parcel 3:

Being a portion of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey and also being a portion of the East Half of the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake County, Utah and being described as follows:

Commencing at the Northwest corner of said Lot 7; thence along the North line of said Lot 7 North  $89^{\circ}49'29''$  East, 220.40 feet to the point of beginning; thence continuing North  $89^{\circ}49'29''$  East, 66.70 feet; thence South  $00^{\circ}03'06''$  West, parallel to the westerly line of Main Street, 184.38 feet to the North line of Senior Way; thence South  $89^{\circ}51'26''$  West, along said North line, 71.70 feet; thence North  $00^{\circ}03'06''$  East, parallel to the westerly line of Main Street, 133.71 feet; thence South  $89^{\circ}56'54''$  East, 5.00 feet; thence North  $00^{\circ}03'06''$  East, parallel to the westerly line of Main Street, 50.65 feet to the point of beginning.

[This property contains 0.298 acres or 12,964 square feet more or less.]

Tax Parcel No. 15-24-279-003

**EXHIBIT "B"**  
to  
**Declaration of Easement**

**[Easement Area]**

