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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CALLISTER NEBEKER & MCCULLOUGH
10 E SOUTH TEMPLE STE 900
SLC UT 84133
BY: KCC, DEPUTY - WI 7 P.

WHEN RECORDED, RETURN TO:
Douglas K. Cummings, Esq.
Callister Nebeker & McCullough
Zions Bank Building Suite 900
10 East South Temple
Salt Lake City, Utah 84133

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is dated as of the 19th day of Dec., 2008, and is by SHUPE INVESTMENTS, LTD, a Utah limited partnership (hereinafter referred to as "Shupe"). The following recitals are a material part of this agreement:

RECITALS:

A. Shupe is the owner of a certain tract of land located in Salt Lake County, State of Utah, more particularly described as Parcel B of Shupe Subdivision ("Parcel B"), as set forth on Exhibit "A" attached hereto.

B. Shupe is also the owner of a certain tract of land located in Salt Lake County, State of Utah, more particularly described as Parcel A of Shupe Subdivision ("Parcel A"), as set forth on Exhibit "A" attached hereto.

C. In accordance with the requirements of Salt Lake County, Utah, to aid in coordinating vehicular and pedestrian ingress and egress across the properties, Shupe on behalf of the owners of Parcel A and Parcel B, their respective successors, and assigns (hereinafter referred to as an "Owner") desires to grant reciprocal easements with respect to the maintenance and use of the connecting driveways and utilities across Parcel A and Parcel B, all of which is more particularly described and also pictorially depicted on Exhibit "B" attached hereto.

THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, Shupe makes the following grants, agreements, covenants and restrictions:

1. Easement For Ingress and Egress.

a. Shupe grants and conveys for the benefit of Parcel A, a perpetual, non-exclusive right of pedestrian and vehicular ingress and egress, as well as for the operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation, and replacement of underground pipes, conduits and related facilities for sewage, storm drainage, and all types of water, to and from both the 3205 South Street and Highland Drive roadways, which are located adjacent to north and east of Parcel B, over and along that eastern portion of Parcel B depicted as a "Right-of-Way Easement", as more specifically described and pictorially depicted on Exhibit "B" attached hereto and by this reference incorporated herein.

b. In addition, Shupe grants and conveys for the benefit of Parcel B, a perpetual, non-exclusive right of pedestrian and vehicular ingress and egress, as well as for the operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation, and replacement of underground pipes, conduits and related facilities for sewage, storm drainage, and all types of water, to and from both the 3205 South Street and Highland Drive roadways, which are located adjacent to south and west of Parcel A, over and along that portion of Parcel A depicted as a "Right-of-Way Easement" as more specifically described and pictorially depicted on Exhibit "B" attached hereto and by this reference incorporated herein.

c. The Right-of-Way Easements set forth in subparagraphs a and b above shall be collectively referred to in this Agreement as the "Access Easements".

2. No Obstructions. No fence or other barrier which would prevent or obstruct pedestrians or vehicles access for the purposes herein permitted shall be erected or permitted within or across the Access Easements.

3. Maintenance of Lots. Shupe currently, and subsequently the Owner of Parcel B and its successors and assigns (hereinafter referred to as "Caretaker"), shall maintain the driveways, parking areas, entrances and exits, and underground pipes, conduits and related facilities, from time to time designated herein as Access Easements, in good order, condition and repair. The Owner of Parcel A shall be responsible for 46.3% of all of the costs incurred by the Caretaker in its maintenance obligations, which shall be paid to the Caretaker within 10 days following the presentation by the Caretaker of an invoice for such costs. The Owner of Parcel B shall be responsible for 53.7% of all of the costs incurred by the Caretaker in its maintenance obligations, which shall be paid to the Caretaker within 10 days following the presentation by the Caretaker of an invoice for such costs. Without limiting the generality of the foregoing, the Caretaker shall observe the following maintenance standards:

a. Maintain the asphalt, concrete and other paved surfaces of Parcel A and Parcel B in a smooth and evenly covered condition.

b. Remove all snow, ice, paper, debris, filth and refuse from Parcel A and Parcel B and wash or sweep paved areas as required.

c. Repaint striping and directional signs as necessary to maintain Parcel A and Parcel B in a good, sightly and clearly marked condition.

d. Maintain, service and repair surface drains, underground pipes, conduits and related facilities.

Should the Caretaker fail to maintain the Access Easements as required herein, the Owner of either Parcel A or Parcel B may, after seven (7) days written notice of the Caretaker's failure to do so (except in the case of snow and ice removal, in which event only twelve hours prior verbal notice shall be required), correct the deficiency and be entitled to reimbursement from the

remaining Owner of either Parcel A or Parcel B for the reasonable and necessary cost of so doing, based on the proportions referenced above.

4. Indemnity. The Owner of either Parcel A or Parcel B hereby agrees to indemnify, defend and save and hold the other Owner and occupants of the other Parcel harmless from and against any and all claims, suits, demands, liabilities, costs and other expenses (including reasonable attorneys' fees) for any personal injury, death or property damage occurring on the indemnifying Owner's Parcel, except to the extent such personal injury, death or property damage occurs as a result of any act or failure to act of the other Owner or occupants, or their respective agents, officers, directors, members, managers, employees, contractors, vendors or suppliers, in which case said latter Owner shall to such extent indemnify, defend and save and hold harmless the Owner of the Parcel upon which such act or failure to act occurred. Each Owner at its sole cost and expense shall obtain and keep in force public liability and property damage insurance covering its respective Lot in commercially reasonable amounts for so long as this Agreement shall remain in full force and effect.

5. Enforcement of Covenants. It is understood and agreed that the rights and easements herein granted shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Owners of and interests in Parcels A and B, and their respective successors and assigns. In the event of a breach of this agreement by any party, by any of their successors or assigns, any non-breaching party or any of its successors and assigns shall be entitled to specific enforcement of the provisions of this Agreement or damages resulting from the breach thereof, or both.

6. Nature of Easements and Rights Granted. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the benefited properties and none of the easements and rights granted may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular properties which are benefited by such easements and rights shall constitute the dominate estate, and the particular properties which are burdened by such easements and rights shall constitute the servient estate. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement constitute covenants running with the land.

7. No Partnership. Nothing in this agreement shall be deemed or construed to create the relationship of principal and agent or partnership or joint venture or of any other similar association between the Owners.

8. Miscellaneous:

a. Attorneys' Fees. In the event any action is instituted by a party to enforce any of the provisions contained herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs and expenses.

b. Modification of Amendments. No amendment or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto, or their respective successors in interest.

c. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.

d. Captions. The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

e. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach.

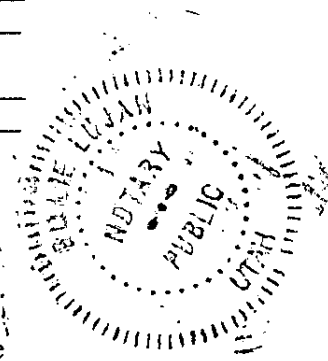
DATED as of the day and year first above written.

SHUPE INVESTMENTS, LTD
a Utah limited partnership

By: [Signature]
Its: General Partner

By: [Signature]
Its: General Partner

STATE OF UTAH)
) : ss.
COUNTY OF _____)



The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 2008 by ROBERT SHUPE and DANNE SHUPE, the PARTNERS of SHUPE INVESTMENTS, LTD, a Utah limited partnership.

[Signature]
NOTARY PUBLIC

EXHIBIT "A"

(Legal Descriptions of Parcel A, Parcel B and Access Easements)

RECORD DESCRIPTION, PARCEL A

Beginning at a point on the West right of way line of Highland Drive, said point being North 15°15'50" West 338.39 feet and South 74°44'10" West 33.00 feet from a Salt Lake County Monument in the intersection of Highland Drive and 3300 South Street, said monument being South 15°15'30" East 1165.02 feet and North 88°33'14" West 942.31 feet from the Southwest Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°18'21" West 133.07 feet; thence North 00°41'39" West 18.00 feet; thence South 89°18'21" West 31.26 feet; thence North 00°05'35" West 81.89 feet to the South right of way Line of 3205 South Street; thence the following two (2) courses along said South right of way line: North 89°20'00" East 128.77 feet; thence South 53°41'09" East 13.63 feet to the West right of way Line of Highland Drive; thence South 15°15'50" East along said West right of way line 94.67 feet to the point of beginning.
Contains 8,481 sq. feet

RECORD DESCRIPTION, PARCEL B

Beginning at a point on the West right of way line of Highland Drive, said point being North 15°15'50" West 291.40 feet and South 74°44'10" West 33.00 feet from a Salt Lake County Monument in the intersection of Highland Drive and 3300 South Street, said monument being South 15°75'30" East 1165.02 feet and North 88°33'14" West 942.31 feet from the Southwest Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 249.00 feet; thence South 9.94 feet; thence South 89°58'19" West 212.81 feet; thence North 00°04'00" West 151.30 feet to a joint on the Southerly right of way line of 3205 South Street; thence North 89°20'00" East 284.89 feet along said right of way; thence South 00°05'35" East 81.89 feet; thence North 89°18'21" East 31.26 feet; thence South 00°41'39" East 18.00 feet; thence North 89°18'21" East 133.07 feet; thence South 15°15'50" East 46.99 feet to the point of beginning.
Contains 12,972 sq. feet

RECORD DESCRIPTION, ACCESS EASEMENT:

Beginning at a point South 1109.97 feet and East 324.60' from the West Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence N 89°20'00" E 35.75 feet; thence S 00°17'49" W 4.67 feet; thence southeasterly 3.70 feet along the arc of a 2.57 foot radius curve to the left, chord bears S 41°55'38" E 3.39 feet; thence N 89°28'14" E 30.19 feet; thence S 00°40'25" E 15.09 feet; thence S 89°28'14" W 11.61 feet; thence S 00°51'46" E 31.46 feet; thence N 89°23'47" E 31.74 feet; thence S 46°09'19" E 1.04 feet; thence N 43°11'12" E 8.37 feet; thence N 88°20'54" E 0.74 feet; thence S 47°24'56" E 8.76 feet; thence N 42°59'21" E 8.96 feet; thence S 00°40'25" E 3.74 feet; thence

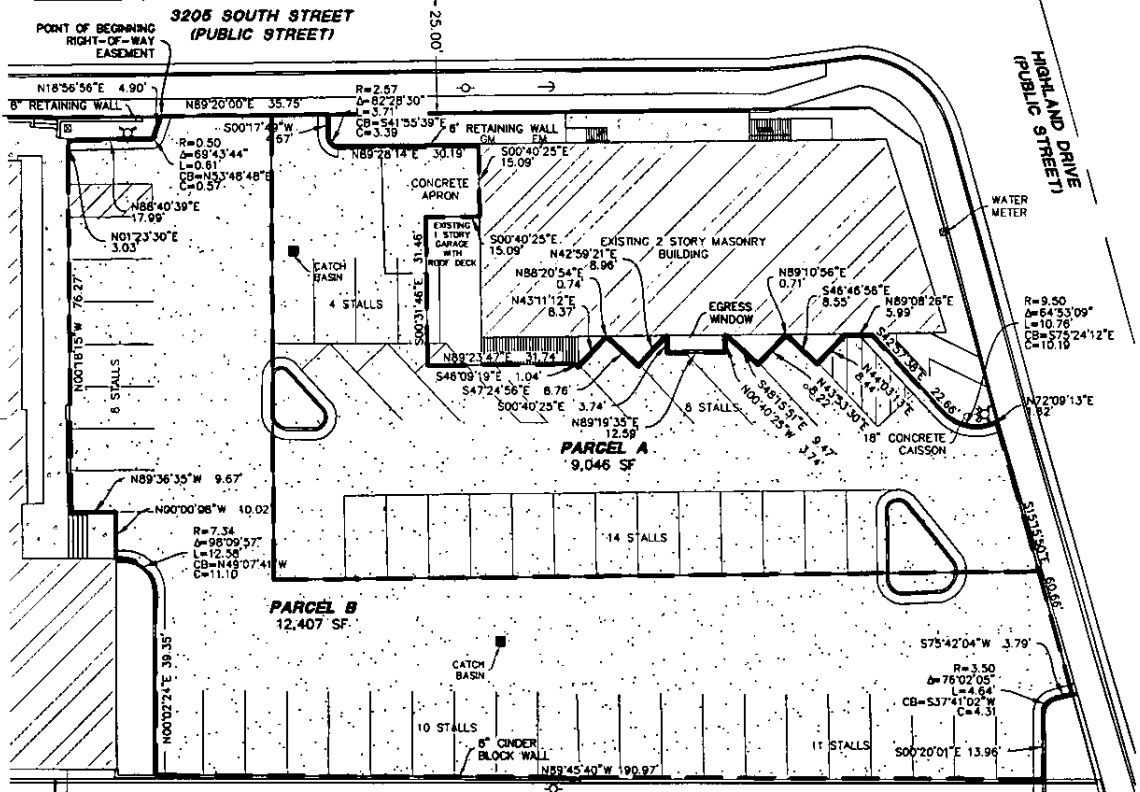
EXHIBIT 'A' (CONT)

N 89°19'35" E 12.59 feet; thence N 00°40'25" W 3.74 feet; thence S 48°15'51" E 9.47 feet; thence N 43°53'30" E 8.22 feet; thence N 89°10'56" E 0.71 feet; thence S 46°46'56" E 8.55 feet; thence N 44°03'13" E 8.44 feet; thence N 89°08'26" E 5.99 feet; thence S 42°57'38" E 22.66 feet; thence easterly 10.76 feet along the arc of a 9.50 foot radius curve to the left, chord bears S 75°24'13" E 10.19 feet; thence N 72°09'13" E 1.62 feet; thence S 15°15'50" E 60.66 feet; thence S 75°42'04" W 3.79 feet; thence southwesterly 4.64 feet along the arc of a 3.50 foot radius curve to the left, chord bears S 37°41'02" W 4.31 feet; thence S 00°20'01" E 13.96 feet; thence S 89°45'40" E 190.97 feet; thence N 00°02'24" E 39.35 feet; thence northwesterly 12.58 feet along the arc of a 7.34 foot radius curve to the left, chord bears N 49°07'41" W 11.09 feet; thence N 00°00'08" W 10.02 feet; thence N 89°36'35" W 9.67 feet; thence N 00°18'15" W 76.27 feet; thence N 01°23'30" E 3.03 feet; thence N 88°40'39" E 17.99 feet; thence northeasterly 0.61 feet along the arc of a 0.50 foot radius curve to the left, chord bears N 53°48'47" E 0.57 feet; thence N 18°56'56" E 4.90 feet; to the Point of Beginning.
Contains 21,453 sq. feet

WEST QUARTER CORNER SECTION 28
TOWNSHIP 1 SOUTH RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP MONUMENT)

CENTER SECTION 28
TOWNSHIP 1 SOUTH RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP MONUMENT)

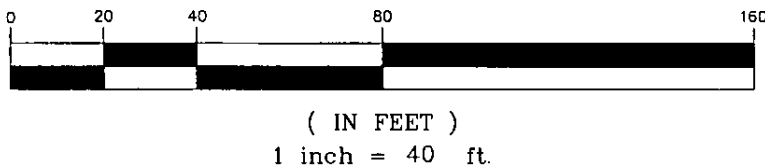
SOUTH 1109.97'
EAST 324.60'



Beginning at a point South 1109.97 feet and East 324.60' from the West Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence N89°20'00"E 35.75 feet; thence S00°17'49"W 4.67 feet; thence southeasterly 3.70 feet along the arc of a 2.57 foot radius curve to the left, chord bears S41°55'38"E 3.39 feet; thence N89°28'14"E 30.19 feet; thence S00°40'25"E 15.09 feet; thence S89°28'14"W 11.61 feet; thence S00°31'46"E 31.46 feet; thence N89°23'47"E 31.74 feet; thence S46°09'19"E 1.04 feet; thence N43°11'12"E 8.37 feet; thence N88°20'54"E 0.74 feet; thence S47°24'56"E 8.76 feet; thence N42°59'21"E 8.96 feet; thence S00°40'25"E 3.74 feet; thence N89°19'35"E 12.59 feet; thence N00°40'25"W 3.74 feet; thence S48°15'51"E 9.47 feet; thence N43°53'30"E 8.22 feet; thence N89°10'56"E 0.71 feet; thence S46°46'56"E 8.55 feet; thence N44°03'13"E 8.44 feet; thence N89°08'26"E 5.99 feet; thence S42°57'38"E 22.66 feet; thence easterly 10.76 feet along the arc of a 9.50 foot radius curve to the left, chord bears S75°24'13"E 10.19 feet; thence N72°09'13"E 1.62 feet; thence S15°15'50"E 60.66 feet; thence S75°42'04"W 3.79 feet; thence southwesterly 4.64 feet along the arc of a 3.50 foot radius curve to the left, chord bears S37°41'02"W 4.31 feet; thence S00°20'01"E 13.96 feet; thence S89°45'40"E 190.97 feet; thence N00°02'24"E 39.35 feet; thence northwesterly 12.58 feet along the arc of a 7.34 foot radius curve to the left, chord bears N49°07'41"W 11.09 feet; thence N00°00'08"W 10.02 feet; thence N89°36'35"W 9.67 feet; thence N00°18'15"W 76.27 feet; thence N01°23'30"E 3.03 feet; thence N88°40'39"E 17.99 feet; thence northeasterly 0.61 feet along the arc of a 0.50 foot radius curve to the left, chord bears N53°48'47"E 0.57 feet; thence N18°56'56"E 4.90 feet; to the Point of Beginning.

Contains 21,453 SF or 0.492 ACRES.
Portion affecting Parcel A = 9,046 SF
Portion affecting Parcel B = 12,407 SF

GRAPHIC SCALE



Gregory A. Cates
P.L.S. No. 161226



Date

SHUPE PARKING EASEMENT

EXHIBIT
"B"



Stantec

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Fax. 801.266.1671
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Sheet Number

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