

FD-33301

street, Davis County Conf
Center Subd

10-250-0003 pt
249-0004 pt

RECIPROCAL EASEMENT FOR CROSS ACCESS

This Agreement made and entered into this 28th day of September, 2004 by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as "Davis County", and LIME, L.L.C., a Utah limited liability company hereinafter referred to as "Company".

WHEREAS, Davis County is the owner of Lot 2, Davis County Conference Center subdivision; and

WHEREAS, Company is the owner of Lot 3 of the Davis Conference Center subdivision; and

WHEREAS, Davis County and Company desire to grant non-exclusive reciprocal cross easements allowing for cross access from and to Lots 2 and 3 of the Davis Conference Center subdivision.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Davis County hereby grants to Company, its successors and assigns a non-exclusive easement in and right to use during the term of this Agreement the curb cuts, roadways, driveways, walkways, sidewalks and parking spaces located on Lot 2 of the Davis Conference Center subdivision, a part of the northwest quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Basin Meridian as of record in the Davis County Recorder's Office.

2. Davis County hereby grants and conveys to Company, its successors, assigns or lessees for the benefit of patrons of Company, its successors, assigns or lessees a non-exclusive easement in and right to the use of during the term of this Agreement the parking areas from time to time maintained on Lot 2 of the Davis Conference Center subdivision for purposes of vehicular parking.

3. Company hereby grants and conveys to Davis County, its successors and assigns a non-exclusive easement in and right to use of during the term of this Agreement the curb cuts, roadways, driveways, walkways and sidewalks located on Lot 3, Davis County Conference Center subdivision, a part of the northwest quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Basin Meridian as of record in the Davis County Recorder's Office.

4. Company hereby grants and conveys for the benefit of Davis County, its successors, assigns and lessees a non-exclusive easement in and right to the use of during the term of this Agreement the parking areas from time to time maintained on Lot 3, Davis County Conference Center subdivision for the use and benefit of patrons of Davis County's Conference Center.

5. The easements granted in this instrument shall be for the benefit of, but not restricted solely to the Company or Davis County and each may grant the benefit of such easement to the tenants and other occupants of the County's parcel and the Company's parcel for the duration of such occupancy and to the customers, guests, employees, agents, tenants and invitees thereof; but the easements contained in this instrument are not intended to nor shall they be construed as creating any rights in or for the benefit of the general public.

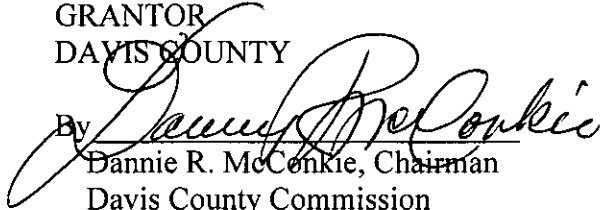
6. Company agrees to be responsible for any construction, maintenance or repair of Lot 3 of the Davis Conference Center subdivision except for that portion of Lot 3 reserved to Davis County in the Warranty Deed and the property described on Exhibit A (the "Roadway") attached hereto, incorporated herein and made a part hereof. Davis County retains responsibility for and agrees to pay for any construction, maintenance or repair of Lot 2 of the Davis Conference Center subdivision, the Easement reserved to Davis County in the Warranty Deed and the Roadway described on Exhibit A attached hereto.

7. Each party may enforce the obligations of the other under this Agreement by a suit or judicial proceeding for injunctive relief, specific performance or damages as may be appropriate.

8. In the event of a breach in any of the covenants or agreements contained herein, the breaching parties shall pay all costs and expenses including reasonable attorney's fees which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the state of Utah whether such remedies are pursued by filing suit or otherwise. Davis County and Company acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such a non-breaching party is entitled to appropriate equitable relief in the event of any such default.

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

GRANTOR
DAVIS COUNTY

By 
Dannie R. McConkie, Chairman
Davis County Commission

ATTEST:

Steve S. Rawlings
Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form:

[Signature]
Office of Davis County Attorney

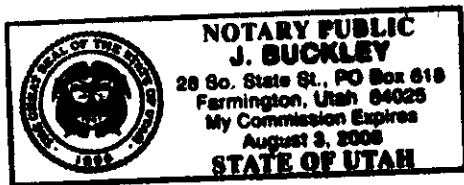


GRANTEE
LIME, L.L.C.
A Utah Limited Liability Company

By A-SG

STATE OF UTAH)
)§.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 28th day Sept., 2004 by Dannie R. McConkie and Steve S. Rawlings who duly represented to me that they are the Chair of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County.



J Buckley
Notary Public

STATE OF UTAH)
)§.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this ___ day _____, 2004 by _____, the _____ of LIME, L.L.C., a Utah limited liability company.

Notary Public

DAVIS COUNTY CONFERENCE CENTER
ROAD EASMENT OF LOT 3
EXHIBIT A

Beginning at a point on the westerly line of 700 West St. which is S 40°31'50"E 57.01 feet and S 44°49'56" E 52.646 feet from northwesterly corner of lot 3, Davis County Conference Center Subdivision and on the arc of a 20.00 foot curve to the right at a point which is N 0°09'50" E 808.956 feet along the quarter section line and West 236.496 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian, running thence along the arc of said curve 11.063 feet with a central angle of 31°41'30" (long cord bearing S 29°19'19" W cord dist. 10.922 feet), thence S 45°10'04" W 8.25 feet to the P.C. of a 20.00 foot radius curve to right, thence along the arc of said curve 31.30 feet with a central angle of 89°40'05" (long cord bearing N 89°59'54" W cord dist. 28.202 feet), thence N 45°09'51" W 41.34 feet to the P.C. of a 47.00 foot radius curve to the left, thence along the arc of said curve 24.374 feet with a central angle of 29°42'49" (long cord bearing N 60°01'12" W cord dist. 24.101 feet) to the westerly line of said lot 3 of the Davis County Conference Center, thence S 15°43'41" W 27.003 feet along the westerly line of said lot 3 to a point on the arc of a 20.00 foot radius curve to the right, thence along the arc of said curve 10.66 feet with a central angle of 30°31'44" (long cord bearing S 60°25'43" E cord dist. 10.531 feet) thence S 45°09'51" E 41.34 feet to the P.C. of a 47.00 foot radius curve to the left, thence along the arc of said curve 73.56 feet with a central angle of 89°40'05" (long cord bearing S 89°59'54" E cord dist. 66.275 feet), thence N 45°10'04" E 8.25 feet to the P.C. of a 20.00 foot curve to the right, thence along the arc of said curve 11.06 feet with a central angle of 31°41'35" (long cord bearing N 61°00'52" E cord dist 10.922 feet) to the westerly line of 700 West St, thence N 44°49'56" W 32.964 feet along the westerly line of said road to the point of beginning.

Cont 3531.225 Sq. Ft.