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04/23/99 12:14 PM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
AMERICA WEST TITLE  
REC BY: Z JOHANSON ,DEPUTY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made between FOREST CREEK COMPLEX, L.C., a Utah limited liability company ("FC") and FOREST CREEK COMPLEX II, L.C. , a Utah limited liability company ("FC2").

WHEREAS, FC is the owner of the real property located in Salt Lake County, Utah, legally described as:

All of Lot 1, Forest Creek Office Subdivision, according to the official plat thereof on file and of record with the Salt Lake County Recorder's Office ("Lot 1");

WHEREAS, FC2 is the owner of the real property located in Salt Lake County, Utah, legally described as:

All of Lot 2, Forest Creek Office Subdivision, according to the official plat thereof on file and of record with the Salt Lake County Recorder's Office ("Lot 2"); and

WHEREAS, FC and FC2 desire to enter into the agreements contained herein relative to Lot 1 and Lot 2 (collectively, the "Lots");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FC and FC2 (the "Parties") hereby agree as follows:

1. **Access Easement.** Each Party hereby grants to the other Party, for the reciprocal benefit of the Lots and running therewith, a vehicular access easement (the "Access Easement") for ingress and egress on, over and across all driveways, entryways, parking isles and parking lanes ("Accessways") located on the Lots from time to time. The owners of the Lots shall have the right at any time and from time to time to make changes and alterations to their respective Accessways without obtaining the consent or approval of the other Lot owner, provided that in so doing the overall usefulness and function of the Access Easement shall not be reduced or unreasonably impaired. At no time shall the free flow of traffic over the Accessways be obstructed or interfered with, except to the extent reasonably necessary for repairs, maintenance and to keep the general public from acquiring any rights therein; provided that in conjunction with any such obstruction, the Party causing the same shall make all reasonable efforts to minimize interference with the access rights created hereunder.

2. **Parking Easement.** FC2 also grants to FC an easement over the portion of Lot 2 described on Exhibit A hereto (the "Parking Easement Area") for the purpose of motor vehicle parking in the parking stalls located in the Parking Easement Area from time to time; provided, however, that in no event shall FC2 alter the parking stalls, or access thereto, of the Parking Easement Area without the express written consent of FC and any holder of any mortgage or deed of trust encumbering Lot 1 at the time such consent to modification is sought, which

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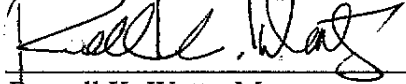
consents may be withheld for any reason or no reason at all. The prohibition against alteration shall include any change in the designation of disabled parking stalls.

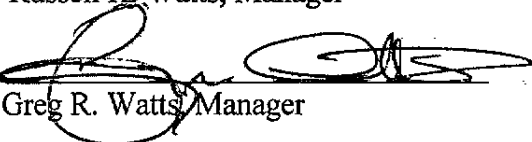
3. **Nature of Easements.** The easements herein created (the "Easements") shall be non-exclusive, perpetual in duration, shall burden, benefit and run with the Lots, and shall bind and benefit all current and subsequent owners of the Lots. The Easements shall be subject to all current liens, encumbrances, restrictions and other matters of record or otherwise currently affecting title to the Lots. Nothing contained herein shall be construed as restricting or prohibiting either Lot owner from granting any additional easement rights over the Easement areas on its Lot or using the ground below and/or the air space above the same for any purpose (e.g., for the location of utility facilities), provided that the same does not materially interfere with the use of the Easements for their manifest purposes hereunder.

4. **General.** This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof, and supersedes all prior negotiations, discussions and preliminary agreements regarding the same. The provisions of this Agreement shall constitute covenants running with the land and shall be binding upon the parties and their successors and assigns.

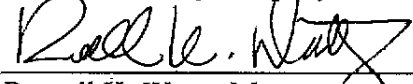
**WITNESS OUR SIGNATURES AS OF THE DATE OF NOTARIZATION APPEARING BELOW:**

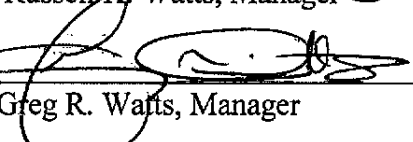
**FOREST CREEK COMPLEX, L.C., a**  
Utah limited liability company

By:   
Russell K. Watts, Manager

By:   
Greg R. Watts, Manager

**FOREST CREEK COMPLEX II, L.C., a**  
Utah limited liability company

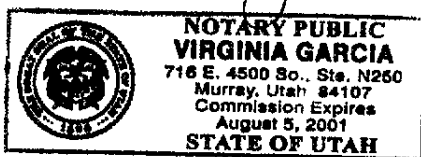
By:   
Russell K. Watts, Manager

By:   
Greg R. Watts, Manager

**STATE OF UTAH;**  
**COUNTY OF SALT LAKE:**

On April 22, 1999, personally appeared before me Russell K. Watts Greg R. Watts who duly acknowledged to me that they executed the foregoing instrument in the capacities indicated.

NOTARY PUBLIC: 



Commission Expires  
8/5/2001  
Residing in Salt Lake

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**EXHIBIT A  
PARKING EASEMENT AREA**

BEGINNING AT A POINT SOUTH 00 DEG. 14'30" WEST ALONG 900 EAST STREET MONUMENT LINE (BASIS OF BEARING) 340.550 FEET AND NORTH 89 DEG. 45'30" WEST 228.62 FEET FROM A BRASS CAP MONUMENT AT THE INTERSECTION OF 900 EAST STREET AND VINE STREET; SAID POINT ALSO BEING NORTH 1,540.939 FEET AND EAST 1,512.914 FEET FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00 DEG. 09'16" WEST 64.81 FEET; THENCE NORTH 89 DEG. 45'30" WEST 62.500 FEET; THENCE NORTH 00 DEG. 09'16" EAST 64.81 FEET; THENCE SOUTH 89 DEG. 45'30" EAST 62.50 FEET TO THE POINT OF BEGINNING.

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