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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BRUCE HOLT  
1855 S 700 E  
SLC UT 84105  
BY: R.O.J. DEPUTY - WI 6 P.

RECORDED AT REQUEST OF  
AND WHEN RECORDED MAIL TO:  
Bruce Holt  
1855 South 700 East  
Salt Lake City, Utah

8613354

**RECIPROCAL EASEMENT AND RIGHT-OF-WAY**

THIS Easement is given and granted this 8th day of April, 2003 by and between KL Hedy, LLC ("KL Hedy") and In Chul Chang & Nam Soon Chang ("Chang").

WHEREAS, KL HEDY, is the owner of fee title of certain real property located generally at 1855 South 700 East, Salt Lake City, Salt Lake County, Utah (the "KL HEDY Property"), more particularly described as follows:

Beginning at a point 139 feet South 00°07'02" West from the Northwest corner of Lot 7, Block 2, Five Acre Plat "A", Big Field Survey, and running thence North 89°59'39" East 150.00 feet; thence South 00°07'02" West 39.93 feet; thence North 89°59'39" East 52.00 feet; thence South 00°07'02" West 75 feet; thence South 89°59'39" West 45.07 feet more or less ( to the center line of the conduit for Parley's Creek calculated, formally referred to as the North side of a creek); thence North 61°28'22" West 166.14 feet; thence South 89°59'39" West 10.81 feet; thence North 00°07'02" East 35.57 feet to the point of beginning.  
Parcel Number 16-17-355-046-0000

WHEREAS, CHANG is the owner of fee title of certain real property located generally at 1871 South 700 East, Salt Lake City, Salt Lake County, Utah, (the "CHANG Property") contiguous to and situated to the south of the KL HEDY Property, more particularly described as follows:

Beginning 174.8 feet South of the Northwest corner of Lot 7, Block 2, Five Acre Plat "A" Big Field Survey, and running thence South 133 feet; thence East to the North bank of Parley's Canyon Creek; thence along the North bank of said Creek North 35°30' West and North 59°30' West to a point due East of the place of beginning; thence West to the place of beginning. Parcel Number: 16-17-355-004-0000

WHEREAS, the parties desire to give and grant to each other, for the benefit of their respective parcels of property, an easement and right-of-way on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE A: DEFINITIONS**

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1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

A. "Easement Area" means the real property located on portions of the KL HEDY Property and the CHANG Property situated in the Salt Lake City, Salt Lake County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. "Official Records" means the Official Records of the Salt Lake County Recorder, State of Utah.

C. "Owner" means the person that at the time concerned is the legal owner of record in the Official Records of a whole or undivided fee interest in the described property.

#### **ARTICLE B: EASEMENT**

1. Grant of Easement. KL Hedy, and Chang HEREBY GRANT to each other and to the agents, customers, invitees, licensees, tenants and employees of each other, for the benefit of their respective parcels of property, a non-exclusive easement and right-of-way on, over, and across the Easement Area described in Exhibit "A", for vehicular and pedestrian traffic, as well as reasonable access for the maintenance of said easement. The surface of the Easement shall consist of asphalt, cement, or other similar material of no less quality and condition of that as currently existing thereon. The parties shall use reasonable efforts to ensure that their respective customers, invitees, licensees, tenants, employees and agents shall only use the easement while transacting business at establishments on either the KL Hedy or Chang Property.

2. No Interference. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or to prevent a public dedication thereof or the accrual of any rights of the public therein, no fence, gate, wall, barricade, or other obstruction which materially limits or impairs the free and unimpeded use of the Easement granted herein, shall be constructed or erected on the Easement Area.

3. Maintenance. The Owner of the KL HEDY Property and the Owner of the CHANG Property shall perform all normal maintenance on the Easement Area which is on their respective property. Such maintenance shall include, without limitation, paving or repaving, surfacing or resurfacing, repairing, and maintaining the sidewalks and roadways located on the Easement Area, and keeping the Easement Area free from debris, rubbish, and other materials.

4. Improvements. KL HEDY and CHANG or their respective successor(s)-in-interest, may mutually agree in writing, to make necessary and reasonable improvements to the Easement Area, and the costs of such improvement shall be apportioned between the parties as mutually agreed.

5. Duration. This Easement and each right-of-way set forth in this Easement shall be perpetual. Should the existing building on the KL Hedy Property be destroyed or demolished such that the building does not exist and the parties to this agreement or their respective successors and assign, agree in writing that the building shall not be rebuilt, the right, privilege and servitude created hereby shall automatically terminate and be of no further force or effect. In such event, the parties to this agreement or their respective successors and assigns agree to execute an instrument acknowledging the same which shall be

recorded in the Official Records of Salt Lake County, Utah.

6. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of any of the properties described herein or the Easement Area to or for the general public or for any public purposes whatsoever, it being the parties' intention that this Declaration be strictly limited to an for the purposes express herein.

7. Appurtenances to Parcels. Each right-of-way, easement, covenant, and restriction, created by this Declaration is an appurtenance to the property benefitted by such right-of-way, easement, covenant, and restriction, and may not be transferred, assigned, or encumbered except as an appurtenance to such benefitted property. For purposes of each such right-of-way, easement, covenant, and restriction, each benefitted property shall constitute the dominate estate and each burdened property shall constituted the subservient estate.

8. Covenants Run With Land. Each right-of-way, easement, covenant and restriction, contained in this Easement shall: (a) create an equitable servitude on the burdened property in favor of the benefitted property; (b) shall constitute a covenant running with the land; (c) shall benefit and bind every person having any fee, leasehold, Mortgage lien, or other interest in any portion of the property concerned to the extent that such portion is affected or bound by the right-of-way, easement, covenant, and restriction in question, or to the extent that such right-of-way, easement, covenant, and restrictions to be performed on such portion; (d) shall inure to the benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise; and (e) shall be binding upon KL HEDY and CHANG and their respective successor(s) and Assign(s) as to their respective property, as well as their respective tenants, invitee, licensees, agents, and employees.

9. Transfer of Property. If any Owner transfers all or any portion of the property owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Declaration, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such property, such transferring owner shall be released and discharged from all obligations under this Declaration that accrue after the date of recordation in the Official Records of the instrument effecting such transfer.

10. No Partnership. KL HEDY and CHANG do not by this Easement in any way or for any purpose become partners or joint ventures with each other.

#### ARTICLE C: GENERAL PROVISIONS

1. Binding Agreement. This Declaration shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

2. Captions. The headings used in this Declaration are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Declaration or the intent hereof.

3. Severability. In the event that any provisions(s) herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Declaration and shall in no way affect any other provisions(s) herein contained. If such provisions (s)

shall be deemed invalid due to its scope or breadth, such provisions(s) shall be deemed valid to the extent of the scope or breadth permitted by law.

4. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Declaration. To be effective, any waiver must be signed by all the parties hereto.

5. Remedies. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

6. Modification. This Declaration and any easement, condition, or restriction contained in this Declaration may not be terminated, extended, modified, or amended without the consent of all of the parties hereto, and any such termination, extension, modification, or amendment shall be effective on recordation in, the Official Records of a written document effecting the same, executed and acknowledged by each Owner; provided, however, that no such termination, extension, modification, or amendment shall affect the rights of any Mortgagee holding a Mortgage consisting a lien on any property unless such Mortgagee consents to the same in writing.

7. Governing Law, Jurisdiction, and Venue. This Declaration shall be interpreted, construed and enforced according to the laws of the State of Utah, and jurisdiction and venue shall be in the Courts of Salt Lake County, State of Utah.

8. Costs and Expenses of Enforcement. In the event of the failure of either party hereto to comply with any provisions of this Declaration, the defaulting party shall pay any and all costs and expenses, including reasonably attorney's fee, arising out of or resulting from such default, incurred by the injured party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

9. Time of Essence. Time of the essence of this Declaration.

10. Exhibits. Each of the Exhibits that is referred to herein and that is attached hereto is an integral part of this Declaration and is incorporated herein by this reference.

13. Additional Acts. The parties hereto shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or desirable to carry, out the intent to this Declaration or as the other party, or its counsel, may reasonably require in order to consummate, evidence, or confirm the provisions that are contained herein.

14. Integration Clause. There are no representations, warranties, covenants, or agreements between the parties as to the subject- matter of this Declaration except as are specifically set forth in this Declaration. This Declaration contains the entire agreement between the parties hereto pertaining to the

matters that are set forth herein and supersedes all prior verbal or written agreements of the parties relation thereto.

THE PARTIES have executed this Easement as of the date first set forth above.

KL HEDY, LLC

By: Bruce Holt  
Bruce Holt, Member

TOM Chang  
~~In-Chief~~ Chang  
TOM

(TOM)

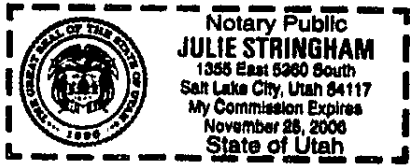
Nam Soon Chang  
Nam Soon Chang

STATE OF UTAH                    ]  
  :SS  
County of Salt Lake            ]

(TOM)

TOM

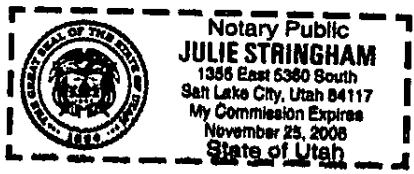
On the 14<sup>th</sup> day of APRIL, 2003, personally appeared before me ~~In-Chief~~ Chang and Nam Soon Chang, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



Julie Stringham  
NOTARY PUBLIC

STATE OF UTAH                    ]  
  :SS  
County of Salt Lake            ]

On the 14<sup>th</sup> day of APRIL, 2003, personally appeared before me Bruce Holt, member of KL Hedy, LLC, the signer(s) of the foregoing instrument who duly acknowledged to me that he/they executed the same.



Julie Stringham  
NOTARY PUBLIC

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EXHIBIT A

A reciprocal easement and right of way described as follows:

Beginning at the point of beginning of the K. L. Hedy property, which point is 167.92 feet South 89°59'39" West and 139.00 feet South 0°07'02" West from the Northwest Corner of Lot 7, Block 2, Five Acre Plat "A", Big Field Survey, basis of bearing being between the before mentioned monument and the monument in the intersection of Garfield Avenue and Lake Street, and basis of bearing being South 0°01'00" East, and running thence North 89°59'39" East along the North line of said property 138.35 feet; thence South 0°10'50" West 36.22 feet; thence North 89°43'00" West 16.00 feet; thence North 0°10'50" East 20.14 feet; thence South 89°59'39" West 96.44 feet; thence South 0°17'00" West 19.65 feet; thence North 89°43'00" West 16.00 feet; thence North 0°17'00" East 7.99 feet; thence South 89°55'53" West 15.08 feet to the East right of way line of 700 East Street; thence along said right of way line North 0°04'20" East 27.59 feet; thence North 89°59'39" East 5.24 feet to the point of beginning.

Together with an easement described as follows:

Beginning at a point which is 5.24 feet South 89°59'39" West, 27.59 feet South 0°04'20" West, 15.08 feet North 89°55'53" East, and 7.99 feet South 0°17'00" West from the above described point of beginning of the K. L. Hedy property, and running thence South 89°43'00" East 16.00 feet; thence South 0°17'00" West 31.19 feet; thence South 89°56'33" East 96.53 feet; thence North 0°10'50" East 30.81 feet; thence South 89°43'00" East 16.00 feet; thence South 0°10'50" West 46.75 feet; thence North 89°56'33" West 143.54 feet to the East right of way line of 700 East Street; thence along said right of way line North 0°08'10" East 22.66 feet; thence South 89°56'33" East 15.04 feet; thence North 0°17'00" East 24.59 feet to the point of beginning.