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Gary W. Ott
Recorder, Salt Lake County, UT
NATIONAL TITLE AGENCY LLC
BY: eCASH, DEPUTY - EF 13 P.

*REGENCE BlueCross BlueShield
2890 EAST COTTONWOOD AVENUE
COTTONWOOD HEIGHTS, UTAH 84121*

Space above this line for Recorder's use only

AMENDED AND RESTATED AGREEMENT REGARDING ACCESS

THIS AMENDED AND RESTATED AGREEMENT REGARDING ACCESS
("Amended and Restated Access Agreement") is made and entered into as of MAY 30, 2013
by **RBCSU REALTY, LLC**, a Utah limited liability company ("RBCSU") and **REGENCE
BLUE CROSS BLUE SHIELD OF UTAH**, a non-profit Utah corporation ("Blue Cross").

WHEREAS, Blue Cross and **WALLNET INVESTMENTS, L.C.**, a Utah limited liability company, entered into that certain Agreement Regarding Access with Revocable License [Wallnet Investments, L.C./Blue Cross and Blue Shield of Utah] on January 10, 1996 and recorded on January 17, 1996 in Book 7311, Page 0863 of the Official Records of Salt Lake County, Utah ("Original Access Agreement");

WHEREAS, Blue Cross is the owner of the real property described in **Exhibit A** (the "West Parcel") and RBCSU is the owner the real property described in **Exhibit B** (the "East Parcel") attached hereto and made a part hereof; and

WHEREAS, Blue Cross and RBCSU desire to amend and restate the Original Access Agreement to provide certain reciprocal easement rights for the benefit of the owners of the West Parcel and the East Parcel from time to time, as hereinafter set forth, for the purpose of vehicular and pedestrian ingress and egress over that portion of the West Parcel and East Parcel described in **Exhibit C** attached hereto and made a part hereof (the "Easement Area").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RBCSU hereby agrees as follows:

1. Easement for West Parcel. Blue Cross does hereby grant, sell and convey to any and all future owners of the West Parcel, a private, perpetual and non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, along and across the portion of the East Parcel included in the Easement Area, in connection with ingress to and egress from the West Parcel;

2. Easement for East Parcel. RBCSU does hereby grant, sell and convey unto any and all future owners of the East Parcel, a private, perpetual and non-exclusive easement for the

purpose of vehicular and pedestrian ingress and egress over, along and across the portion of the West Parcel included in the Easement Area, in connection with ingress to and egress from the East Parcel;

3. Maintenance and Repair of Easement Area.

(a) To the extent not otherwise maintained by a public utility or governmental authority, the owner(s) of the West Parcel shall maintain on the Easement Area a private, paved street in a condition consistent with private access roads maintained in similarly situated commercial office parks located in the Salt Lake City area. All of the maintenance work, including, without limitation, repairs and replacements of the paved area and other repairs and replacements deemed appropriate by the owner(s) of the West Parcel, done pursuant to this Amended and Restated Access Agreement shall be done in accordance with (i) all applicable laws, rules and regulations of the city, county or other applicable governmental authorities, and (ii) the provisions of any other covenants, conditions and restrictions affecting the Easement Area.

(b) The costs and expenses of the maintenance and repair (the "Maintenance Costs") of the Easement Area shall be borne by the owners of the West Parcel and the East Parcel in proportion to their respective use of the Easement Area. The Maintenance Costs may include, but are not limited to, the costs and expenses in connection with (i) maintaining, repairing, and replacing paved surfaces, curbs and sidewalks; (ii) maintaining, repairing, relocating and replacing signs and striping, and (iii) periodically removing debris and refuse.

(c) Notwithstanding the foregoing, if either the owner(s) of the West Parcel or the East Parcel, or their tenants, employees, agents or business invitees, damage the paved area in the Easement Area, it shall be the responsibility of the owner(s) who or whose tenants, employees, agents or business invitees damaged the paved area to promptly repair the damage.

(d) Except as set forth above with respect to the paved area in the Easement Area, each party shall pay all costs and expenses of maintaining all utility lines, facilities and landscaping located on its property.

4. Reimbursement. Maintenance Costs shall be allocated and paid as follows: 50% by the owner of the West Parcel and 50% by the owner of the East Parcel. The owner of the West Parcel may from time to time (but not more frequently than quarterly) deliver to the owner(s) of the East Parcel periodic invoices (each, a "Reimbursement Invoice") setting forth in reasonable detail outstanding Maintenance Costs and requesting that the owner(s) of the East Parcel pay its share of such Maintenance Costs. The owner(s) of the East Parcel shall deliver the payment requested under a particular Reimbursement Invoice to the owner(s) of the West Parcel within thirty (30) days after receipt of such Reimbursement Invoice.

5. Binding on Successors and Assigns. The grants, obligations, benefits and burdens contained herein shall be covenants running with the land and shall apply to, be binding upon and inure to the benefit of all present and future owners and lien creditors of the West Parcel and the East Parcel, and their respective successors and assigns, for as long as any of the easements herein granted are used for the purposes herein specified. In the event that either party hereto

sells all or any portion of the Easement Area, the selling party shall be released from any obligations accruing hereunder with respect to such portion from and after the date of such sale and shall be released entirely from all obligations hereunder from the date of the sale in the event of a sale of all of its interest in all of the property subject to this Amended and Restated Access Agreement.

6. Insurance. The owner(s) of each parcel shall carry commercial general liability insurance in commercially reasonable amounts, with commercially reasonable deductible amounts and with reputable companies, insuring against claims for injury, death or property damage arising out of events occurring in the Easement Area. To the extent obtainable, all such insurance policies shall contain waiver of the right of recovery provisions with respect to the owner(s) of each parcel and each of their successors and assigns.

7. No Liability to Third Parties; Indemnity. No owner of the West Parcel or the East Parcel shall be liable to any of the other owners of said parcels or to any of the other parties for whose benefit the easement created herein is intended, or to any of the agents, tenants, servants, patrons, visitors or employees of such parties, or to any person whomsoever, for any injury to any person or damage to property on or about the aforesaid easements, unless caused by the negligence or willful misconduct of such owner or its agents, servants or employees. Each owner of the West Parcel and the East Parcel, respectively, agrees, jointly and severally, to indemnify and hold harmless the owner(s) of said tracts, and their successors and assigns, from any and all loss, expense, damage (including attorneys fees) or claim, arising out of any damage or injury caused by the negligence or willful misconduct of such owner, or its agents, servants or employees.

8. No Public Declaration. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners of the West Parcel and the East Parcel and their respective lessees, tenants and invitees, and also for the use and benefit of the owners and holders of all liens, present and future, whether the same be created by deed, deed of trust, security agreement, assignment of rental, assignment of leases or other voluntary contractual document, covering the whole of any portion of the West Parcel and the East Parcel. The easements hereby created are not intended to, nor shall they be construed as, creating any dedication to, or any right in or for the benefit of, the general public.

9. Non-Exclusive Easement. The easements granted in this Amended and Restated Access Agreement are non-exclusive, and the right is hereby reserved to grant such easements, rights or privileges to such persons or entities for such purposes as the owner or owners of the West Parcel and the East Parcel in their discretion may choose, so long as such purposes do not unreasonably interfere with the easements granted herein.

10. Amendment. This Amended and Restated Access Agreement may be amended, rescinded, or terminated only by an instrument or instruments in writing purporting to amend, rescind, or terminate the Amended and Restated Access Agreement, executed and acknowledged in the manner suitable for recording by the record owner or owners of the West Parcel and the East Parcel, and all the then lienholders owning and holding a lien upon or a security interest in said benefited parcels, which instrument or instruments of amendment, rescission, termination or

destruction, to be fully effective, must be filed for record in the Official Records of Salt Lake County, Utah.

11. Headings. The headings in this Amended and Restated Access Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Amended and Restated Access Agreement or of any of the provisions hereof.

12. Attorneys' Fees. If any party to this Amended and Restated Access Agreement, or successor to any such party, is forced to seek court relief to determine the meaning of or to enforce any provision hereof, the prevailing party in court shall be entitled to recover all costs of such suit, including, but not limited to, reasonable attorneys' fees.

13. Governing Law. This Amended and Restated Access Agreement shall be subject to and governed by the laws of the State of Utah.

14. Amendment and Restatement of Original Access Agreement. This Amended and Restated Access Agreement shall amend and restate the Original Access Agreement in its entirety.

[SIGNATURE PAGE FOLLOWS]

AMENDED AND RESTATED AGREEMENT REGARDING ACCESS

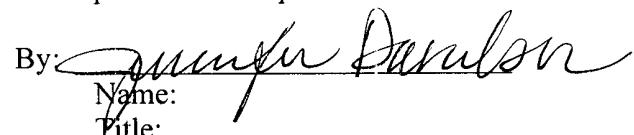
RBCSU SIGNATURE PAGE

EXECUTED as of the day and year first above written.

RBCSU REALTY, LLC
a Utah limited liability company

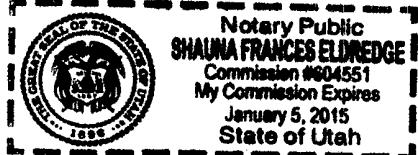
By: 
Name:
Title:

REGENCE BLUE CROSS BLUE SHIELD OF UTAH
a non-profit Utah corporation

By: 
Name:
Title:

State of Utah)
ss.
County of Salt Lake

On the 30th day of May, A.D. 2013, personally appeared before me Jennifer Danielson, who being by me duly sworn, did say, that he/she is the/a member/managing member of RBCSU REALTY, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of its Operating Agreement and the said Jennifer Danielson acknowledged to me that said Limited Liability Company executed the same.



Shauna Frances Eldredge
NOTARY PUBLIC

State of Utah)
ss.
County of Salt Lake)

On the 30th day of May, A.D. 2013, personally appeared before me Jennifer Danielson, who being by me duly sworn, did say that she is the President, of Regence Bluecross Blueshield of Utah, a Utah nonprofit corporation, and that said corporation signed the foregoing instrument by authority of a resolution of its Board of Directors, and the said Jennifer Danielson, acknowledged to me that said corporation executed the same.



Shauna Frances Eldredge
NOTARY PUBLIC

EXHIBIT A

[TO BE ATTACHED]

EXHIBIT "A"

The following property located in the County of Salt Lake, State of Utah, to wit:

PARCEL 1:

BEGINNING at a point which is East along the North line of MILL HOLLOW ESTATES PLAT "P" SUBDIVISION 783.14 feet and North 0°10'47" East 12.50 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 190.04 feet; thence South 69°49'13" East 29.54 feet; thence North 0°10'47" East 283.28 feet to a point on a 635.00 foot radius curve to the left, the chord of which bears North 69°24'33" East; thence Northwesterly along the arc of said curve and through a central angle of 28°39'18" a distance of 417.60 feet to a point of tangency; thence North 55°04'44" East 161.13 feet to a point of a 210.00 foot radius curve to the right, the chord of which bears South 81°12'57" East; thence Easterly along the arc of said curve and through a central angle of 87°24'39" a distance of 320.38 feet to a point of tangency; thence South 37°30'37" East 388.28 feet to a point of a 330.00 foot radius curve to the left, the chord of which bears South 57°30'40" East; thence Southwesterly along the arc of said curve and through a central angle of 40°00'07" a distance of 230.39 feet to a point of tangency; thence South 77°30'44" East 242.40 feet to the West Right-of-Way line of 3000 East Street; thence South 12°27'22" West along said West line 91.96 feet to the North line of the OVERLOOK AT OLD MILL SUBDIVISION, according to the official plat thereof recorded in Book "95-32" of Plats at Page 59 in the office of the Salt Lake County Recorder; thence North 77°33'15" West along said North line 398.41 feet to a point of a 500.00 foot radius curve to the right, the chord of which bears North 73°27'44" West; thence Northwesterly along the arc of said curve and North line and through a central angle of 8°11'01" a distance of 71.42 feet to a point of tangency; thence North 69°22'14" West along said North line 23.43 feet to a point of a 150.00 foot radius curve to the left, the chord of which bears North 79°51'37" West; thence Northwesterly along said curve and North line and through a central angle of 29°58'39" a distance of 128.14 feet to a point of tangency; thence South 69°39'07" West along said North line 318.87 feet to the Northwest corner of the OVERLOOK AT OLD MILL SUBDIVISION; thence South 0°18'29" East along the West line of said Subdivision 229.97 feet; thence West 558.00 feet to the point of BEGINNING.

PARCEL 2:

A perpetual, non-exclusive right-of-way and easement for vehicular and pedestrian ingress and egress, appurtenant to PARCEL 1, as established pursuant to the provisions of a Declaration Of easements, Covenants And (Continued)

Restrictions recorded January 17, 1996 as Entry No. 6259074 in Book 7311 at Page 621 of the Official Records of the Salt Lake County Recorder, as amended by a First Amendment To Declaration Of Easements, Covenants And Restrictions recorded July 3, 1996 as Entry No. 6398547 in Book 7437 at Page 265 of the Official Records of the Salt Lake County Recorder, as further amended by a Second Amendment To Declaration Of Easements, Covenants And Restrictions recorded May 2, 1997 as Entry No. 6635821 in Book 7658 at Page 2663 of the Official Records of the Salt Lake County Recorder, and by a Third Amendment to Declaration Of Easements, Covenants And Restrictions recorded July 22, 1997 as Entry No. 6696564 in Book 7716 at Page 980 of the Official Records of the Salt Lake County Recorder, over the following described property:

BEGINNING at a point which is North 0°08'51" East along the Section line 447.50 feet and South 89°49'13" East 50.00 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'51" East 71.00 feet; thence South 89°49'13" East 669.22 feet; thence North 0°10'47" East 12.00 feet to a point of a 787.50 foot radius curve to the left, the chord of which bears North 72°37'45" East; thence Easterly along the arc of said curve and through a central angle of 35°06'03" a distance of 482.44 feet to a point of tangency; thence North 55°04'44" East 161.13 feet to a point of a 257.50 foot radius curve to the right, the chord of which bears South 81°12'57" East; thence Easterly along the arc of said curve and through a central angle of 87°24'39" a distance of 392.84 feet to a point of tangency; thence South 37°30'37" East 388.28 feet to a point of a 282.50 foot radius curve to the left, the chord of which bears South 57°30'40" East; thence Southeasterly along the arc of said curve and through a central angle of 40°00'07" a distance of 197.23 feet to a point of tangency; thence South 77°30'44" East 203.08 feet; thence South 35°38'28" East 52.76 feet to the West right-of-way line of 3000 East Street; thence South 12°27'22" West along said West line 71.77 feet; thence North 77°30'44" West 147.86 feet to a point of a 693.15 foot radius curve to the right, the chord of which bears North 71°09'19" West; thence Northwesterly along the arc of curve and through a central angle of 13°28'28" a distance of 163.01 feet to a point of a compound curve to the right, the radius point of which is North 22°43'23" East 377.50 feet; thence Northwesterly along the arc of said curve and through a central angle of 29°46' a distance of 196.12 feet to a point of tangency; thence North 37°30'37" West 388.28 feet to a point of a 162.50 foot radius curve to the left, the chord of which bears North 81°12'57" West; thence Westerly along the arc of said curve and through a central angle of 87°24'39" a distance of 247.91 feet to a point of tangency; thence South 55°04'44" West 161.13 feet to a point of a 882.50 foot radius curve to the right, the chord of which bears South 72°37'45" West; thence Westerly along the arc of said curve and through a central angle of 35°06'03" a distance of 540.64 feet to a point of tangency; thence North 89°49'13" West 441.91 feet; thence North 0°10'47" East 12.00 feet; thence North 89°49'13" West 227.27 feet to the point of BEGINNING.

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EXHIBIT B

[TO BE ATTACHED]

Exhibit B

PARCEL 1 ("COTTONWOOD CORPORATE CENTER PARCEL 5")

BEGINNING AT A POINT NORTH $0^{\circ}08'51''$ EAST ALONG THE SECTION LINE 12.50 FEET AND EAST 537.54 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH $0^{\circ}10'47''$ EAST 468.81 FEET; THENCE SOUTH $89^{\circ}49'13''$ EAST 181.40 FEET TO A POINT ON A 835.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH $0^{\circ}10'47''$ EAST THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $6^{\circ}26'45''$ A DISTANCE OF 93.94 FEET; THENCE SOUTH $0^{\circ}10'47''$ WEST 283.28 FEET; THENCE NORTH $89^{\circ}49'13''$ WEST 29.54 FEET; THENCE SOUTH $0^{\circ}10'47''$ WEST 190.04 FEET; THENCE WEST 245.61 FEET TO THE POINT OF BEGINNING.

PARCEL 2 ("COTTONWOOD CORPORATE CENTER PARCEL 6"):

BEGINNING AT A POINT NORTH $0^{\circ}08'51''$ EAST ALONG THE SECTION LINE 12.50 FEET AND EAST 274.72 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH $0^{\circ}10'47''$ EAST 469.64 FEET; THENCE SOUTH $89^{\circ}49'13''$ EAST 262.82 FEET; THENCE SOUTH $0^{\circ}10'47''$ WEST 468.81 FEET; THENCE WEST 262.82 FEET TO THE POINT OF BEGINNING.

PARCEL 3 ("COTTONWOOD CORPORATE CENTER PARCEL 7")

BEGINNING AT A POINT NORTH $0^{\circ}08'51''$ EAST ALONG THE SECTION LINE 12.50 FEET AND EAST 12.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH $0^{\circ}08'51''$ EAST 470.46 FEET; THENCE SOUTH $89^{\circ}49'13''$ EAST 262.49 FEET; THENCE SOUTH $0^{\circ}10'47''$ WEST 469.64 FEET; THENCE WEST 262.22 FEET TO THE POINT OF BEGINNING.

PARCEL 4

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING NORTH $0^{\circ}08'51''$ EAST ALONG THE SECTION LINE 483.00 FEET; THENCE SOUTH $89^{\circ}49'13''$ EAST 12.50 FEET; THENCE SOUTH $0^{\circ}08'51''$ WEST 470.46 FEET; THENCE EAST 770.647 FEET; THENCE SOUTH $0^{\circ}10'47''$ WEST 12.50 FEET; THENCE WEST 783.14 FEET ALONG THE NORTH LINE OF MILL HOLLOW ESTATES PLAT "F" AS RECORDED WITH THE SALT LAKE COUNTY RECORDER, AND ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

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EXHIBIT C

[TO BE ATTACHED]

EXHIBIT C

RECIPROCAL ACCESS EASEMENT AREA

BEGINNING AT A POINT EAST 762.68 FEET ALONG THE QUARTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING, THENCE NORTH $0^{\circ}10'47''$ EAST 481.76 FEET; THENCE NORTHEASTERLY 50.17 FEET ALONG THE ARC OF A 835.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH $2^{\circ}49'24''$ WEST AND THE LONG CHORD BEARS NORTH $85^{\circ}27'19''$ EAST 50.16 FEET WITH A CENTRAL ANGLE OF $3^{\circ}26'34''$); THENCE SOUTH $0^{\circ}10'47''$ WEST 485.72 FEET; THENCE WEST 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 24,172 SQUARE FEET (0.555 ACRES)