

pt 09-022-0037
pt 09-022-0116

When recorded mail to:
Don Fowers, Inc.
5295 South 5500 West
Hooper, Utah 84315

SW 7-4N-1W
And

Falcon Plaza Commercial Condominiums
c/o Steven D. Layton, President
140 East Center Street
Clearfield, Utah 84015

COMMON EASEMENT AGREEMENT

This agreement is entered into by and between Falcon Plaza Commercial Condominiums, "Falcon", 1295 South State Street, Clearfield, Davis County, Utah and Don Fowers, Inc., "Fowers", 1275 South 1000 East, Clearfield, Davis County, Utah.

Falcon is the owner of the common area of the commercial condominiums located at 1295 South State Street, Clearfield, Davis County, Utah, Tax ID No. 09-288-0005.

Fowers is the owner of the real property located at 1275 South 1000 East, Clearfield, Davis County, Utah, which was a part of Tax ID numbers 09-022-037 and 09-022-0116 and which is more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

Falcon has already in place on the common areas an access to South State Street and paved driveways and parking areas.

Fowers is going to develop its real property as commercial property and will install paved driveways and parking areas. Fowers will install an access onto 1225 South Street.

In Consideration of the rights and obligations hereunder, the parties agree as follows:

1. Clearfield City shall grade the Fowers property on behalf of Falcon which abuts Falcon property to decrease the slope of the Fowers property and shall prepare the area and lay road base. Fowers shall have the area prepared and paved with asphalt.
2. Falcon shall keep the access at 1295 South State Street open at all times. Fowers shall install and keep the access at 1225 South Street, as well as 1000 East Street, open at all times.
3. Each party grants to the other a non-exclusive common easement for vehicular traffic on such party's common areas and access driveways. Such common areas shall include any driveways and parking areas established by Fowers.
4. Each party shall be responsible for the maintenance and repair of its common area. Common areas include parking areas and access driveways.

RETURNED
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SHERYL L. WHITE, DAVIS CNTY RECORDER
1999 APR 28 1:14 PM FEE 14.00 DEP JB
REC'D FOR CLEARFIELD CITY

5. Fowers shall hold Falcon harmless from and shall indemnify Falcon and Clearfield City from any claims whatsoever from Falcon and/or the City doing the grading and preparation work on the Fowers property, except any which are caused by gross or willful negligence.

6. The rights, conditions and provisions of the easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

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7. This agreement was negotiated by the parties and both parties have participated in preparing this statement.

8. This agreement is to be interpreted in accordance with the laws of the State of Utah.

9. This document contains all the agreements between the parties and any modification shall be in writing signed by both parties.

10. If legal action is required to enforce the terms and conditions of this agreement, the non-prevailing party shall pay all the costs and attorney's fees of the prevailing.

DATED this 27th day of April, 1999.

FALCON PLAZA COMMERCIAL CONDOMINIUMS

By: *Steven D. Layton*
Steven D. Layton, President

Carol W. Rodgers
NOTARY PUBLIC
CAROL W. RODGERS
680 S. 200 E., Ste. 100
Salt Lake City, UT 84110
My Commission Expires
June 13, 2000
STATE OF UTAH
4/27/99

ATTEST

By: *Cathy Diehl*
Cathy Diehl, Secretary

Carol W. Rodgers
NOTARY PUBLIC
CAROL W. RODGERS
680 S. 200 E., Ste. 100
Salt Lake City, UT 84110
My Commission Expires
June 13, 2000
STATE OF UTAH
4/27/99

DON FOWERS, INC.

By: *Don E Fowers*
PRES DON E FOWERS

Carol W. Rodgers
NOTARY PUBLIC
CAROL W. RODGERS
680 S. 200 E., Ste. 100
Salt Lake City, UT 84110
My Commission Expires
June 13, 2000
STATE OF UTAH
4/27/99

ATTEST:

By: *Janette J. Fowers*
Sec. Janette J. Fowers

Carol W. Rodgers
NOTARY PUBLIC
CAROL W. RODGERS
680 S. 200 E., Ste. 100
Salt Lake City, UT 84110
My Commission Expires
June 13, 2000
STATE OF UTAH
4/27/99

Exhibit "A"
to Common Easement dated

April 29th, 1999

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d13349a

BEGINNING ON THE EAST LINE OF A STREET AT A POINT WHICH IS SOUTH
0 DEG 06 MIN 05 SEC WEST, 196.89 FEET ALONG THE SECTION LINE AND
EAST 33.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 7,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND
RUNNING THENCE EAST 200.34 FEET; THENCE SOUTH 244.13 FEET;
THENCE SOUTH 89 DEG 43 MIN 40 SEC WEST, 158.16 FEET TO THE
EASTERLY LINE OF A STREET; THENCE NORTH 18 DEG 25 MIN 01 SEC
WEST 8.21 FEET ALONG SAID STREET; THENCE NORTH 0 DEG 06 MIN 05
SEC EAST 237.29 FEET ALONG SAID STREET TO THE POINT OF
BEGINNING.
CONTAINS 1.126 ACRES.

- MICROFILM MEMO -
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.