

RECIPROCAL EASEMENT AGREEMENT

THIS EASEMENT GRANT, dated 16th day of March, 1998, is between Acres, LLC, a Utah limited liability company ("Grantor") and ALAN J. DAYLEY, TRUSTEE UNDER THE TRUST OF Wayne R. Barker and Zelpha H. Barker ("Grantee"). The following statements are a material part of this Easement Agreement:

A. The Grantee is the Owner of a tract of land described as Parcel 1 (Lot 6) on Exhibit A, attached.

B. The Grantor is the owner of a tract of land described as Parcel 2 (Lot 3 and Lot 4) on Exhibit A, attached.

C. North Ogden City Center, LLC is the owner of a tract of land described as Lot 5 on Exhibit A, attached.

D. Grantor and Grantee desire to grant to each other and to the owner of Lot 5 certain easements over, upon and across their respective parcels as hereinafter set forth.

THEREFORE, in consideration of the covenants contained in the Easement Grant and other good and valuable consideration, receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENT FOR PARKING AND INGRESS AND EGRESS

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for vehicular parking and vehicular and pedestrian ~~ingress~~ ^{ingress} and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the parking areas and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas (as described in Exhibit B), as these areas now exists on Parcel 2 as shown on the plot plan attached as Exhibit A.

Grantee grants to Grantor, a perpetual, non-exclusive easement, appurtenant to Parcel 2, for the use and benefit of the Grantor and Grantor's tenants, successors and assigns, for the purpose of automobile and pedestrian ingress and egress over and upon the access ways, entrances and exits, as such area shall, from time to time, be developed, altered or modified on Parcel 1.

E# 1567898 BK 1949 PG2424
DOUG CROFTS, WEBER COUNTY RECORDER
20-AUG-98 1150 AM FEE \$45.00 DEP MR
REC FOR: FIRST.AMERICAN.TITLE

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[Signature]

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Grantor grants and conveys to the owner of Lot 5, a perpetual, non-exclusive easement, appurtenant to Lot 5, for the use and benefit of the owner of Lot 5, for the purpose of automobile and pedestrian ingress and egress over and upon the access ways, entrances and exits, as such area shall from time to time, be developed, altered or modified on Parcel 2.

Grantee grants and conveys to the owner of Lot 5, a perpetual, non-exclusive easement, appurtenant to Lot 5, for the use and benefit of the owner of Lot 5, for the purpose of automobile and pedestrian ingress and egress over and upon the access ways, entrances and exits, as such area shall from time to time, be developed, altered or modified on Parcel 1.

2. DRAINAGE EASEMENT

Grantor also grants and conveys to Grantee a perpetual, non-exclusive easement and license, appurtenant to Parcel 1, to tap into and use the storm sewer lines and related facilities located on Parcel 2 for the purpose of draining any and all surface water runoff from Parcel 1 and the improvements which may, from time to time, be constructed, altered, modified and maintained on Parcel 1. In lieu of tapping into the storm sewer lines on Parcel 2, ^{Grantee} Purchaser may, at its option, surface drain its surface water runoff onto the common areas located on Parcel 2.

*agb
PDC*

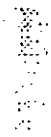
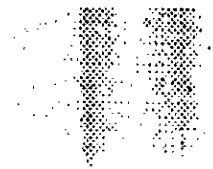
3. (Intentionally Deleted)

4. MAINTENANCE

A. Except as stated in Article 4D below, Grantor and Grantee covenant and agree to maintain in good condition and repair, or cause to be maintained and kept in repair, the parking, driveways and other common areas situated on their respective properties, the obligation of Grantor and Grantee to maintain, repair and keep in repair the parking, driveways and other common areas shall, without limiting the generally thereof, include the following:

*agb
PDC*

1. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and



2. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and

3. Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be required; and

4. Maintaining any perimeter walls in good condition and state of repair, and

5. Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping these areas at all times adequately weeded, fertilized and watered.

B. Grantor shall have the right to enact reasonable rules for all tenants concerning the conduct and operation of the parking and common areas. Grantor agrees to inform and use Grantor's best efforts to enforce its employees and employees of other tenants of the Shopping Center from parking on Parcel 1 or within 25 feet of Parcel 1.

C. In the event that Grantor fails, after 30 days prior written notice, to repair and maintain the parking and common areas and utility lines and related facilities, Grantee may, at its option, repair and maintain part or all of the parking and common areas and any amount which Grantee shall expend for such purpose, which shall otherwise be due by Grantor to Grantee, shall be paid to Grantee on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of 10% annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall become due to the date of payment in full.

D. Notwithstanding Article 4A above Grantor agrees to repair and maintain driveway A and driveway B as described on Exhibit B to the standards set forth in subparagraph 1 through 3 of Article 4A, Grantee shall pay a proportionate share of the expense of maintaining and repairing driveway A and driveway B, which proportionate share shall be determined by the ratio of the ground floor area of Grantee's building on Parcel 1 to the total leasable area of all of the buildings within the Shopping Center (Lot 3,4,5 and 6), which contains 52,475 square feet. In the event, for any reason,

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additional building not shown on Exhibit A are at any time constructed within the Shopping Center, the percentage shall be appropriately adjusted as of the date such additional buildings are completed. Grantee shall pay its proportionate share of the expenses yearly within fifteen (15) days after receipt of a statement from Grantor, certified correct by Grantor in reasonable detail, setting forth all the costs expended by Grantor during the preceding calendar year. Such costs shall be limited to the following: repairs (excluding major resurfacing) lot lighting, cleaning, striping, landscaping, snow removal and premiums on insurance policies required in this Agreement. Any major repairs must have approval by Grantee and Grantor before repairs are made. Grantor agrees to make all necessary major repairs and or major resurfacing within 30 days of notice to Grantee. If parties are in the disagreement with respect to costs to make the major repairs and or major resurfacing, then Grantor and Grantee will appoint a third party to bid on the major repairs and/or major resurfacing. Grantor and Grantee will then use the third party's bid to perform such major repair and/or such major resurfacing.

E. Grantee shall have the right to examine the books and records of Grantor within 60 days after receiving Grantor's statement. In the event there is a discrepancy of more than 8% in the maintenance costs set forth in Grantor's statement, Grantee shall have the right to adjust its proportionate share accordingly and pay the lesser amount, and Grantor shall reimburse the Grantee for the cost of the audit. Notwithstanding any other provisions in this Agreement to the contrary, in no event shall Grantee's proportionate share of the above maintenance expenses exceed \$3,000.00 per year without written approval by Grantee for such maintenance, and on January 1 following each succeeding five year period thereafter, the \$3,000 per year limit shall be indexed every five years and adjusted in accordance with relative increment in the Consumer Price Index (CPI) published by the Department of Labor, Bureau of Labor Statistics, between the first year and the fifth year during each five year period of the term of this agreement.

F. Grantee shall have the right to secure timely bids from responsible contractors to do the maintenance work described in this Agreement, all of which shall be at least of equal quality. If the Grantor elects not to use the contractor selected by Grantee, who has made the lowest bid, then the bid of the contractor making the lowest bid shall be used for the purpose of Grantee's share of the cost of maintaining the parking and common areas.

G. Notwithstanding the above, it is specifically understood and agreed that Grantee shall have no obligation or liability whatsoever in connection with the ownership, maintenance or management of the parking areas and common area involved, and that Grantor shall manage, operate and maintain the parking areas and common areas or cause such to be done on its behalf, and that both Grantor and Grantee, or its nominee, shall provide and maintain, at its cost and expense, an insurance policy or policies which will insure Grantee and Grantor against injury to persons occurring in, on or about the parking areas and common areas on Parcel 1 and Parcel 2. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000) for any one accident and One Hundred Thousand Dollars (\$100,000) for property damage. Grantor shall cause to be issued to Grantee ^{proper} ~~property~~ certificates of insurance evidencing that the above covenants of the Grantor have been complied with, and such certificates shall provide that if the underlying insurance is canceled or changed during the policy period, the insurance carrier will notify the Grantee at least twenty (20) days prior to such cancellation or change.

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5. MAINTENANCE EXPENSES

Grantor and Grantee further covenant and agree to pay the expense of maintaining and repairing the parking, ingress, egress and other common area situated on their respective parcels except as set forth said in Article 4D, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bonafide contest of such taxes or assessments, so long as the rights of the other party shall not be jeopardized by the deferring of payment.

6. BARRIERS

Grantee may erect curbs, fences and landscaping on Parcel 1 in order to define the premises to be conveyed. Grantor and Grantee shall not detract from the parking and access rights of Grantee and Grantor or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic and parking over, to, from and between Parcel 1 and Parcel 2.

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7. PARKING RATIO AND CHANGES TO COMMON AREAS

Grantor agrees that parking areas on Parcel 2 shall contain not less than five (5) parking spaces, per 1,000 square feet of leasable space and that the parking spaces, access drives and other common areas located within 200 feet of Parcel 1 shall not be changed or modified without Grantee's consent.

8. RULES AND REGULATIONS

Grantor and Grantee shall have the right to enact reasonable rules concerning the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties. Grantee shall not allow its employees or the employees of other tenants on Parcel 1 to park on Parcel 2. *Grantor shall not allow its employees or the employees of other tenants on Parcel 2 to park on Parcel 1.*

9. COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION

*ajd
PC*

Grantor and Grantee covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) arising out of, or in any way related to, Grantor's or Grantee's failure to maintain their respective properties in a safe condition. Grantor and Grantee shall give prompt and timely notice of any claim made or suit action commenced against the other party which in any way would result in indemnification under this Easement Grant.

10. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Grant, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, or any portion of any part thereof, in each case after written notice, the other party may, at it election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party of whom due on demand,

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without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

11. COVENANTS RUNNING WITH LAND

The rights contained within this Easement Grant shall run with the land and inure to and be for the benefit of the Grantor and Grantee, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invites of such persons.

12. COVENANTS OF TITLE AND QUIET ENJOYMENT

Grantor warrants that he has good and indefeasible fee simple title to Parcel 2, and Grantor warrants and will defend the title to the easement premises owned by Grantor and will indemnify Grantee against any damage and expense which Grantee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description of the easement premises.

13. LOT LIGHTS

Grantor agrees that the lot lights located within the entrances of Parcel 1 and Parcel 2 more specifically described in Exhibit C shall be lit during the morning and evening hours while the Grantee's business is open, as natural light availability dictates. Grantee shall have the right to approve any changes or alterations to the lot lights located within those areas described in Exhibit C.

14. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this agreement occurring after a transfer except that Grantee shall remain liable if it transfers its interest to a licensee^{or} subsidiary corporation.

15. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantor and Grantee is carried out.

16. NOTICE

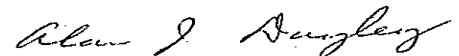
Grantor's address is Acres, LLC, 3755 Washington Blvd., Suite D, Ogden, Utah 84403, Attn: Royce Richards and Grantee's address is c/o Alan J. Dayley, 5379 South 1400 East, Ogden, Utah 84403. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

To indicate their consent to this Agreement, the Grantor or Grantee, or their authorized officers or representative, have signed this document.

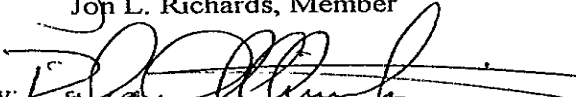
GRANTOR: Acres, LLC,
a Utah limited liability company

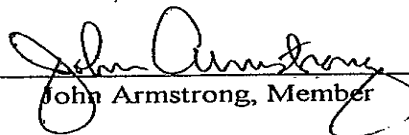
GRANTEE: Alan J. Dayley, Trustee of the Wayne R.
Barker and Zelpha H. Barker

By: 
Grant Ellis, Member


Alan J. Dayley

By: 
Jon L. Richards, Member

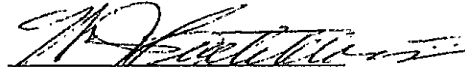
By: 
Richard Christensen, Memeber

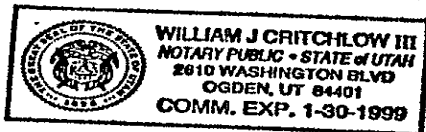
By: 
John Armstrong, Member

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B, AND C)

STATE OF UTAH)
) ss
COUNTY OF WEBER)

The foregoing Reciprocal Easement Agreement was acknowledged before me this 10th day of August, 1998, by Alan J. Dayley, trustee under the trust of Wayne R. Barker and Zelpha H. Barker.



Notary Public



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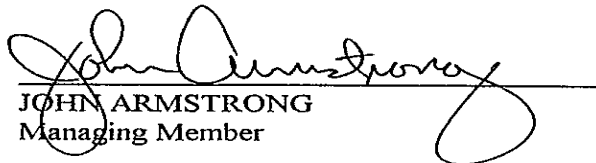
**ADDENDUM
to the
RECIPROCAL EASEMENT AGREEMENT**

This Addendum to the Reciprocal Easement Agreement dated the 16th day of March 1998. Signed by the Managing Members of ACRES, L.L.C., a Utah Limited Liability Company, reaffirm their signatures on the Reciprocal Easement Agreement by and between McDonalds, Inc., a Delaware Corporation and ACRES, L.L.C.


GRANT ELLIS
Managing Member


JON L. RICHARDS
Managing Member

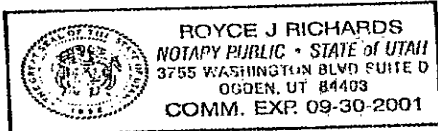

RICHARD CHRISTIANSEN
Managing Member


JOHN ARMSTRONG
Managing Member

STATE OF UTAH)
) ss.
County of Weber)

On this 11th day of August, 1998, before me, the undersigned a Notary Public in and for said State, personally appeared **GRANT ELLIS**, known or identified to me to be the person whose name is subscribed to the within the Reciprocal Easement Agreement dated March 16, 1998, and acknowledged to me that he executed the same as a Managing Member of ACRES, L.L.C., a Utah Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

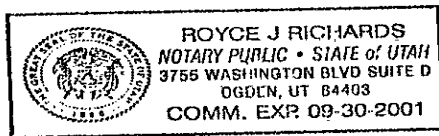


Royce J. Richards
Notary Public
Residing at Ogden UT
My Commission Expires: 9.30.2000

STATE OF UTAH)
) ss.
County of Weber)

On this 11th day of August, 1998, before me, the undersigned a Notary Public in and for said State, personally appeared **JON L. RICHARDS**, known or identified to me to be the person whose name is subscribed to the within the Reciprocal Easement Agreement dated March 16, 1998, and acknowledged to me that he executed the same as a Managing Member of ACRES, L.L.C., a Utah Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

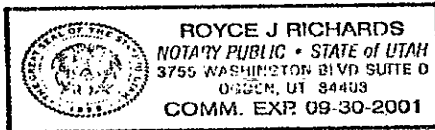


Royce J. Richards
Notary Public
Residing at Ogden UT
My Commission Expires: 9.30.2000

STATE OF UTAH)
) ss.
County of Weber)

On this 11th day of August, 1998, before me, the undersigned a Notary Public in and for said State, personally appeared **RICHARD CHRISTIANSEN**, known or identified to me to be the person whose name is subscribed to the within the Reciprocal Easement Agreement dated March 16, 1998, and acknowledged to me that he executed the same as a Managing Member of ACRES, L.L.C., a Utah Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

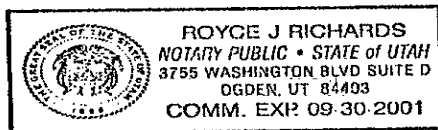


Royce J. Richards
Notary Public
Residing at Ogden UT
My Commission Expires: 9-30-2000

STATE OF UTAH)
) ss.
County of Weber)

On this 11th day of August, 1998, before me, the undersigned a Notary Public in and for said State, personally appeared **JOHN ARMSTRONG**, known or identified to me to be the person whose name is subscribed to the within the Reciprocal Easement Agreement dated March 16, 1998, and acknowledged to me that he executed the same as a Managing Member of ACRES, L.L.C., a Utah Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Royce J. Richards
Notary Public
Residing at Ogden UT
My Commission Expires: 9-30-2000

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AND LOT 5.

EXHIBIT A: Legal Description of Parcel 1 and 2 (Grantee's property shown as Lot 6 on the Site Plan)
(Grantor's property shown as Lots 3, and 4 on the Site Plan)

EXHIBIT B: Common Areas

EXHIBIT C: Lot Lights

After Recording Return to:

ACRES, LLC
Attn: Royce J. Richards
3755 Washington Blvd., Ste D
Ogden, UT 84403

Wayne R. Barker
Zelpha H. Barker
c/o Alan J. Dayley
5379 S 1400 E
Ogden, UT 84403

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EXHIBIT "A"
PAGE 1 OF 2

Parcel 1:

18-084-0006

All of Lot 6, ACRE'S SUBDIVISION, a subdivision of part of Lots 42, 44, 45, 46 and 47, Plat "B", North Ogden Survey, which is a part of the Southeast quarter of Section 29 and the Northeast quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, according to the official plat thereof, recorded in the office of the County Recorder of Weber County, Utah, and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 6 and running thence $N0^{\circ}15'00''E$ 228.00 feet to the Northeast corner of said Lot 6; thence $N89^{\circ}43'42''W$ 157.16 feet to the Northwest corner of said Lot 6; thence $S38^{\circ}06'30''W$ 120.36 feet to an angle point in the West line of said Lot 6; thence South 133.39 feet to the Southwest corner of said Lot 6; thence $N88^{\circ}51'10''E$ 18.04 feet to an angle point in the South line of said Lot 6; thence $S89^{\circ}43'42''E$ 212.41 feet to the point of beginning. Contains 49,129 square feet or 1.1278 acres.

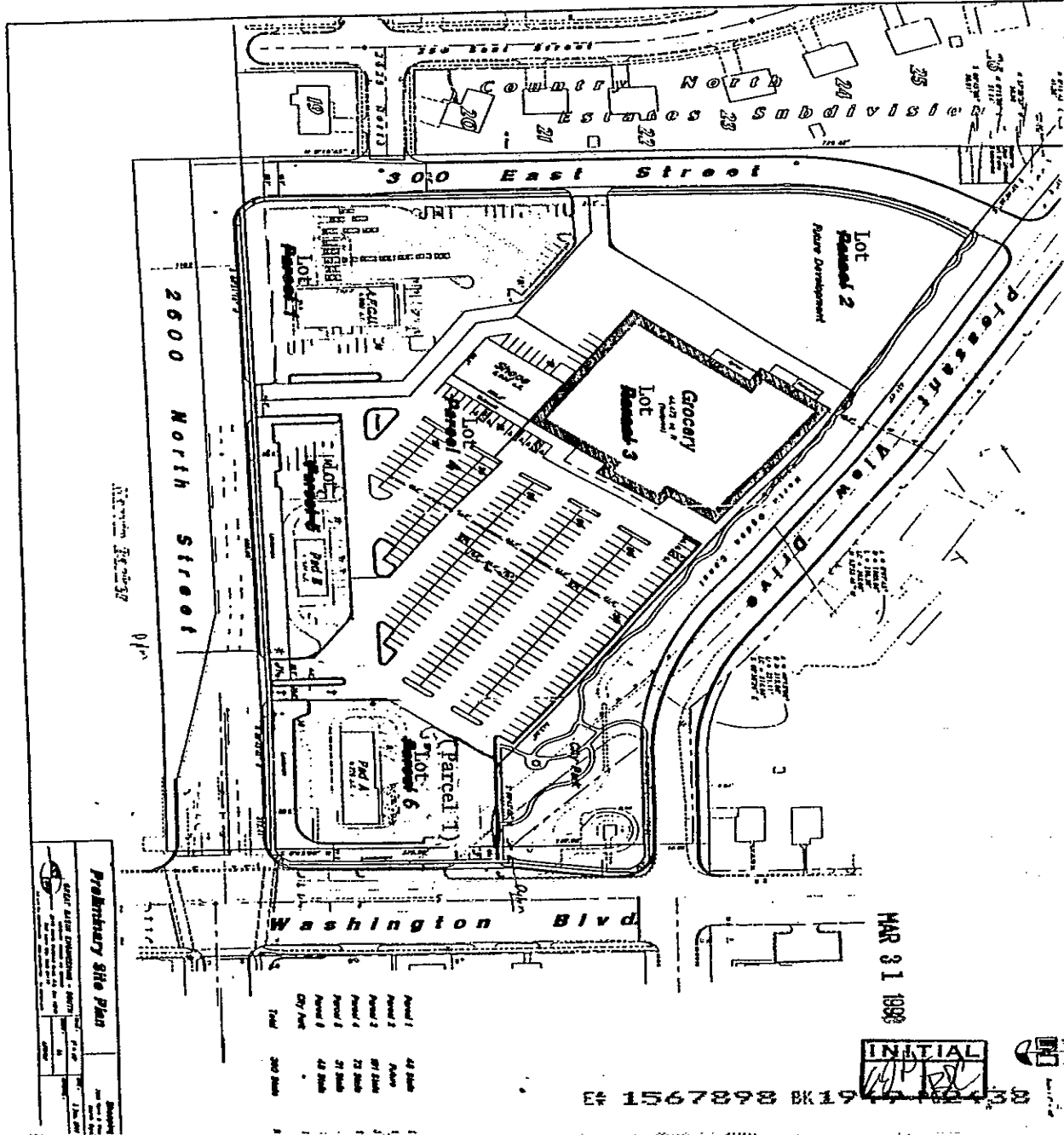
Parcel 2: 18-084-0003 + 0004

All of Lots 3 and 4, ACRE'S SUBDIVISION, a subdivision of part of Lots 42, 44, 45, 46 and 47, Plat "B", North Ogden Survey, which is a part of the Southeast quarter of Section 29 and the Northeast quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, according to the official plat thereof, recorded in the office of the County Recorder of Weber County, Utah.

Lot 5:

18-084-0005

All of Lot 5, ACRE'S SUBDIVISION, a subdivision of part of Lots 42, 44, 45, 46 and 47, Plat "B", North Ogden Survey, which is a part of the Southeast quarter of Section 29 and the Northeast quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, according to the official plat thereof, recorded in the office of the County Recorder of Weber County, Utah.



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Parcel 1	44 Acres
Parcel 2	87 Acres
Parcel 3	72 Acres
Parcel 4	27 Acres
Parcel 5	48 Acres
Parcel 6	200 Acres

Preliminary Site Plan

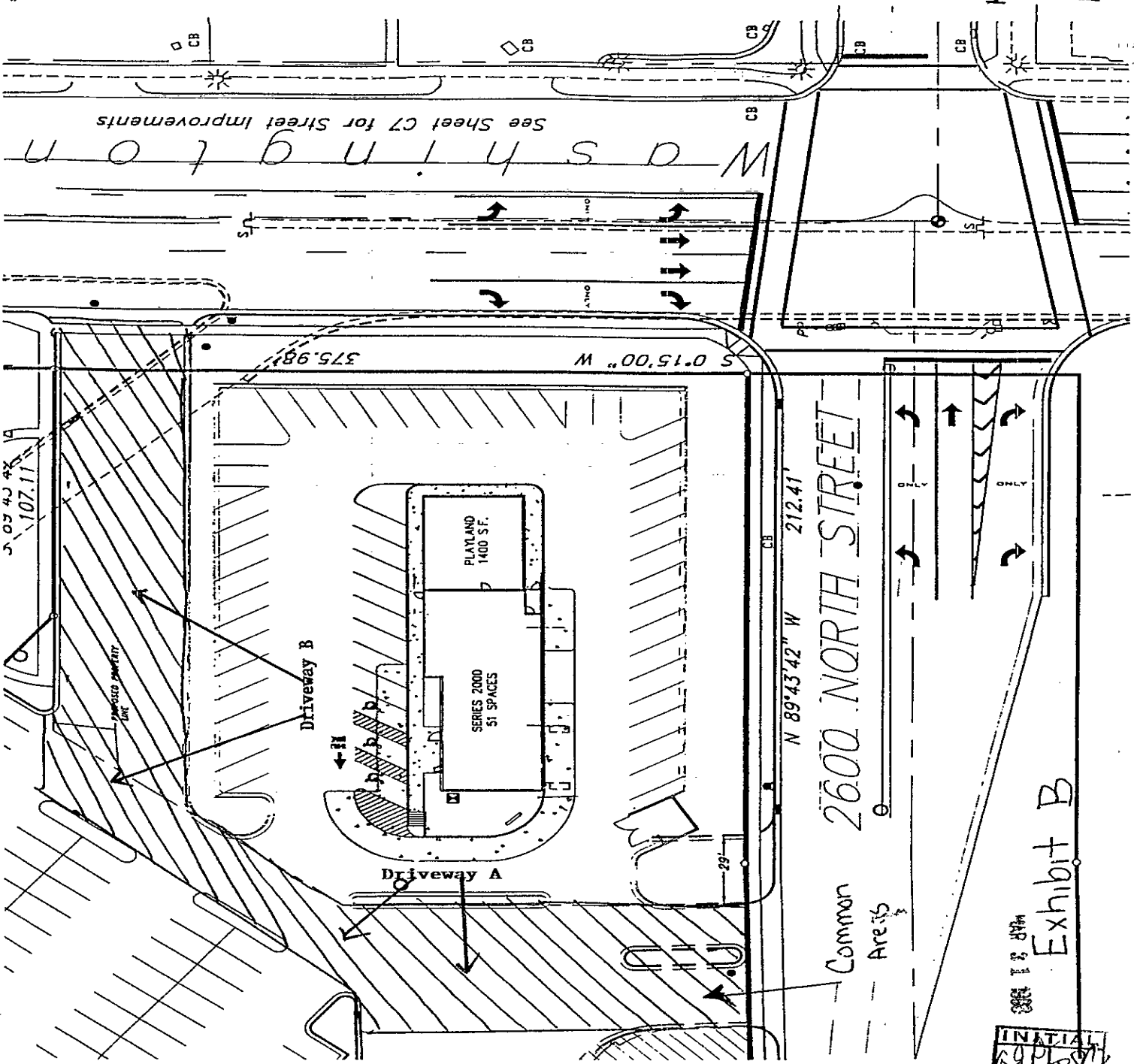
Scale: 1" = 100'

North Arrow

Legend

Symbol	Description
...	...

Exhibit A
 PAGE 2 OF 2



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 [Signature]

Exhibit B

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 107.11

See Sheet C7 for Street Improvements

WASHINGTON

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WJH

Exhibits

2600 NORTH STREET

N 89°43'42" W 212.41'

S 0°15'00" W 375.98'

S 09°43'42" W 107.11'

Lot Lighting

Lot Lighting

SERIES 2000
51 SPACES

PLAYLAND
1400 S.F.

See Sheet C7 for Street Improvements

WASHINGTON

