

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Gregory L. Cropper, Esq.
265 East 100 South, Suite 250
Salt Lake City, UT 84111

E# 1681479 BK2050 PG2304
DOUG CROFTS, WEBER COUNTY RECORDER
28-DEC-99 807 AM FEE \$32.00 DEP JMM
REC FOR: FIRST.AMERICAN.TITLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 23 day of December, 1999, by and between CHRISTENSEN LAND MANAGEMENT, LC, a Utah limited liability company ("CLM"), and RIVERDALE CENTER II, L.C. ("Riverdale II"), collectively referred to herein as the "Parties" and, individually, a "Party".

RECITALS

WHEREAS, CLM is the fee owner of certain real property located at the corner of Riverdale Road and 300 West, in the City of Riverdale, County of Weber, State of Utah, which property is depicted as the "CLM Property" on the approximate site plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Plan"), and which property is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "CLM Property");

WHEREAS, Riverdale II is the fee owner of that certain real property located immediately adjacent to the CLM Property, in the City of Riverdale, County of Weber, State of Utah, which property is depicted as the "Riverdale II Property" on the Site Plan, and which property is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Riverdale II Property"); and

WHEREAS, the Parties desire to enter into an agreement establishing rights of customer ingress and egress over and across the CLM Property and the Riverdale II Property, for the benefit of the CLM Property and the Riverdale II Property, all as more particularly hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation.** The above Recitals are hereby incorporated herein and made a part hereof.

2. **Grant of Easements.** CLM hereby grants to Riverdale II, for the benefit of and appurtenant to the Riverdale II Property, and as a burden upon the CLM Property, a non-exclusive easement and right of way upon, over and across those portions of the CLM Property used by, through or under CLM from time to time (in CLM's sole, subjective discretion) for access for the customers of any business operated on the CLM Property, which easement and right of way shall be for the sole purpose of customer vehicular and pedestrian ingress and egress among the Riverdale II Property, the CLM Property and the adjacent public streets. Riverdale II hereby grants to CLM, for the benefit of and appurtenant to the CLM Property, and as a burden upon Parcel 3 the Riverdale II Property, a non-exclusive easement and right of way upon, over and across those portions of Parcel 3 of the Riverdale II Property used by, through or under Riverdale II from time to time (in Riverdale II's sole, subjective discretion) for access for the customers of any business operated on the Riverdale II Property, which easement and right of way shall be for the sole purpose of customer vehicular and pedestrian ingress and egress among the CLM Property, the Riverdale II Property and the adjacent public streets. Neither Party shall place, or cause to be placed, any obstruction on the access points between the CLM Property and Parcel 3 of the Riverdale II Property which would impede the flow of vehicular and/or pedestrian traffic between the CLM Property and Parcel 3 of the Riverdale II Property at such points.

In addition to the foregoing, Riverdale II hereby grants to CLM, for the benefit of and appurtenant to the CLM Property, and as a burden upon the Riverdale II Property, a perpetual, non-exclusive easement and right of way upon, over and across that portion of the Riverdale II Property shown on the Site Plan as the "Perpetual Easement Area", including the curb cut on Riverdale Road to be constructed by Riverdale II (the "Riverdale Road Curb Cut"), which non-exclusive easement and right of way shall be limited to the sole purpose of vehicular and pedestrian ingress and egress between Riverdale Road and the CLM Property by the occupant of the CLM Property and such occupants customers, employees, licensees and invitees (the "Perpetual Easement"). Riverdale II shall have the right to reconfigure the improvements located on the Perpetual Easement Area, and/or change the location of the Perpetual Easement to accommodate such improvement reconfiguration, from time to time in Riverdale II's sole discretion, so long as unobstructed vehicular and pedestrian ingress and egress is maintained over and across the entirety of the Perpetual Easement and onto the drive aisle on the CLM Property which connects to the Perpetual Easement Area, and so long as the distance which a vehicle must travel between the Riverdale Road Curb Cut and such drive aisle on the CLM Property is not materially increased; provided, following the completion of the initial construction by Riverdale II of the Riverdale Road Curb Cut, Riverdale II shall in no event relocate the Riverdale Road Curb Cut without the prior written consent of CLM, which consent shall not be unreasonably withheld or delayed, except that CLM shall have the right to withhold its consent in CLM's sole, subjective discretion in connection with any proposed relocation of the Riverdale Curb Cut to a point which increases the distance between the Riverdale Curb Cut and the CLM Property; and provided further, any approved relocation of the Riverdale Curb Cut pursuant hereto shall require an amendment to this Agreement recorded in the Official Records of Weber County, Utah, which relocates the Perpetual Easement to incorporate the relocated Riverdale Curb Cut. CLM shall use commercially reasonable efforts to ensure that delivery and other service trucks do not access the CLM Property by way of the Perpetual Easement Area.

(2 pages)
230

3. **Effective Date; Termination.** This Agreement shall become effective (the "Effective Date") upon: (i) the receipt of all consents and approvals contemplated in Article 8 below; and (ii) its recordation in the appropriate public records of Weber County, Utah. Either Party may terminate this Agreement, together with the estates, interests and rights created

hereunder, at any time following the date hereof upon thirty (30) days prior written notice to the other Party; provided, the Perpetual Easement may be terminated only upon mutual written and agreement of the Parties, recorded in the Official Records of Weber County, Utah. Neither Party shall rely on the estates, interests or rights created hereunder in order to satisfy parking requirements on their respective properties; provided, CLM shall have the right to rely on its rights under the Perpetual Easement in connection with the satisfaction of any requirements relating to the use (including change of use) of the CLM Property.

4. Consents and Acknowledgments. The Parties hereby specifically acknowledge that the CLM Property and the Riverdale II Property are subject to liens. Each Party shall exercise their commercially reasonable best efforts to obtain all necessary consents to and acknowledgments of this Agreement from all parties having interest in their respective properties, including, without limitation, consents from any existing lenders having interests in their respective properties; provided, the Parties hereby agree that the determination by any such interest holder of whether to provide any such consent shall be within the discretion of such interest holder, and that the requesting Party has no authority over any such interest holder with respect to the same. In no event shall either Party be required pursuant to this Agreement or otherwise to pay any sum to any such interest holder or incur any cost or expense in obtaining any such consent.

5. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To CLM: CLM
c/o KCJS, LC
894 East 3900 South
Salt Lake City, UT 84107
Attn: Mr. Kelly Christensen
Fax No.: (801) 261-8805

To Riverdale II: RIVERDALE CENTER II, L.C.
c/o The Boyer Company
127 South 500 East
Salt Lake City, UT 84102
Attn: Mr. H. Roger Boyer
Fax No.: (801) 521-4793

Such communications may also be given by facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

6. Attorneys' Fees. In the event a Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party or Parties in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party or Parties, to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal

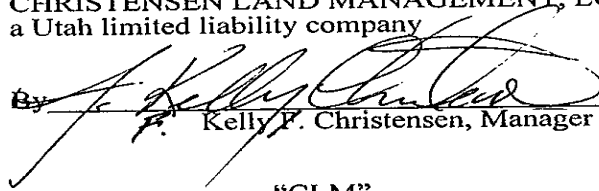
Bankruptcy Court, whether or not they are adversary proceedings or contested matters. The term "prevailing Party" as used above in reference to proceedings in the Federal Bankruptcy Court shall be deemed to mean the prevailing Party or Parties in any adversary proceeding or contested matter, or any other actions taken by the non-bankrupt Party or Parties which are reasonably necessary to protect its or their rights under the terms of this Agreement. The phrase "prevailing Party" as used in the context of any court other than a Federal Bankruptcy Court shall mean the Part that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought.

7. **Inurement.** This Agreement shall run with the land and shall inure to the benefit of and be binding on the Parties, and their heirs, personal representatives, successors, assigns having an ownership or a possessory interest in and to the CLM Property or the Riverdale II Property, as the case may be.

8. **Miscellaneous.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any Party. This Agreement may be modified or amended only in writing. The invalidity or unenforceability of any provision of this Agreement or the applicability or inapplicability to any Party, as determined by a court, shall in no way affect the validity or enforceability of any of the remaining provisions hereof or their applicability to the other Parties. This Agreement shall be construed according to and governed by the laws of the State of Utah. This Agreement (including the consents attached hereto) may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.


CHRISTENSEN LAND MANAGEMENT, LC,
a Utah limited liability company

By 
Kelly F. Christensen, Manager

"CLM"

RIVERDALE CENTER II, L.C.,
a Utah limited liability company

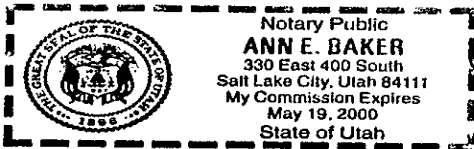
By: THE BOYER COMPANY, L.C.,
Its: Manager

By 
Manager

"Riverdale II"

STATE OF Utah
COUNTY OF Salt Lake :SS.

The foregoing instrument was acknowledged before me this 23rd day of September, 1999, by F. KELLY CHRISTENSEN, the Manager of CHRISTENSEN PROPERTY MANAGEMENT, L.C., a Utah limited liability company.



Ann E. Baker
NOTARY PUBLIC

Residing at: _____

My Commission Expires:

5/19/2000

STATE OF Utah
COUNTY OF Salt Lake :SS.

The foregoing instrument was acknowledged before me this 27th day of December, 1999, by Fawn Boyer, the Manager of THE BOYER COMPANY, L.C., a Utah limited liability company.

Ann E. Baker
NOTARY PUBLIC

Residing at: _____

My Commission Expires:

5/19/2000

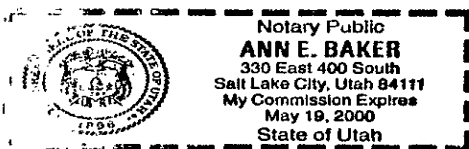
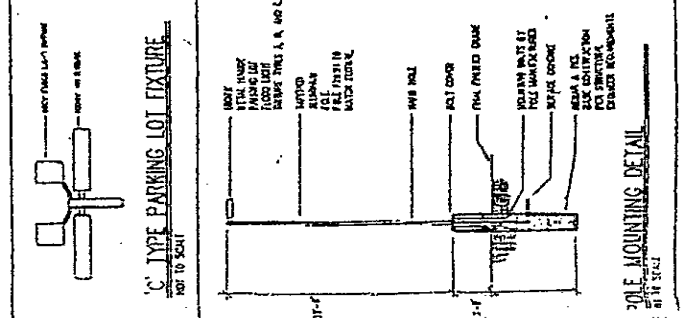
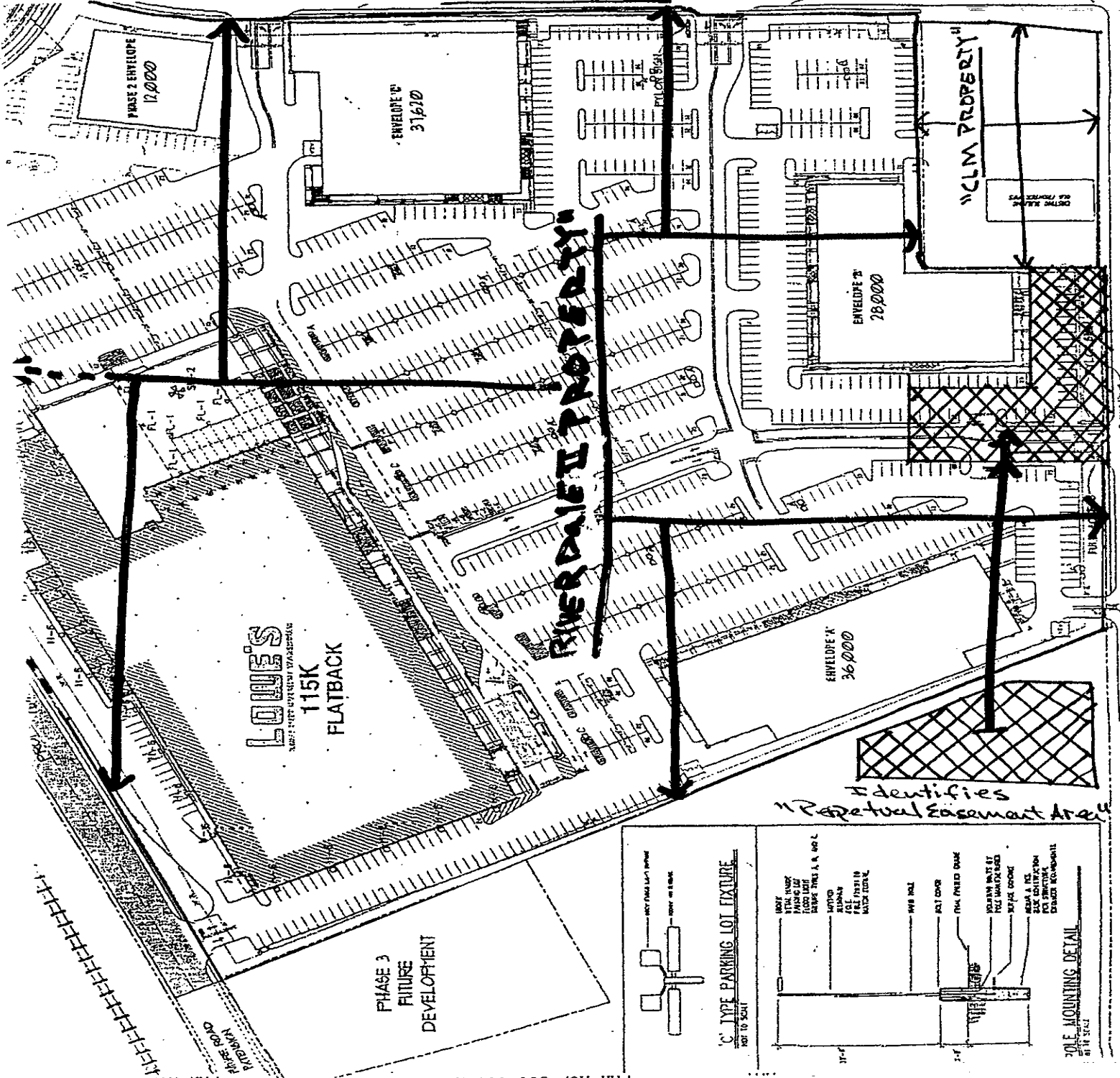


Exhibit "A"

E 148 1477 2050 P62309



RIVERDALE ROAD (HWY. 26)

EXHIBIT "A-1"

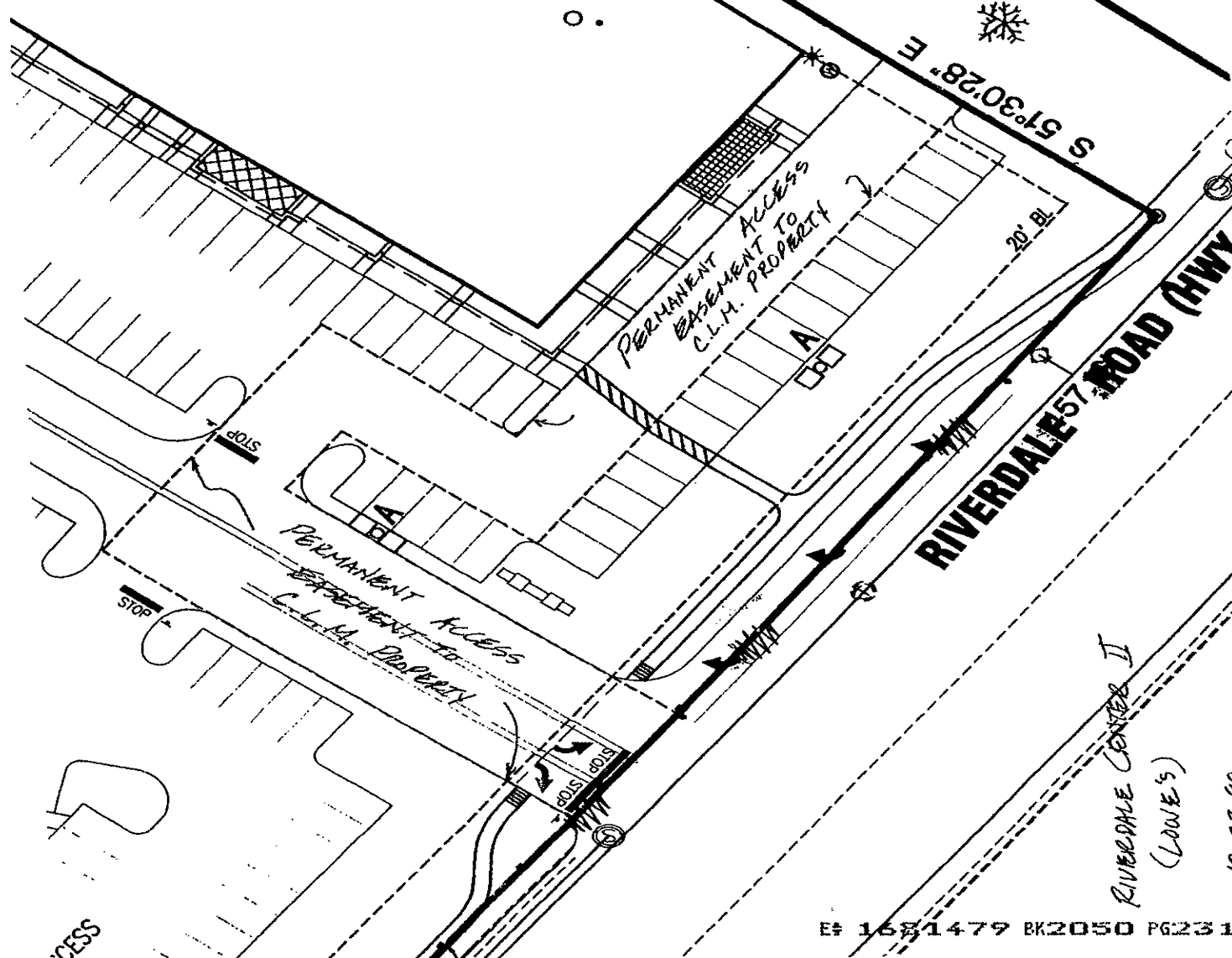
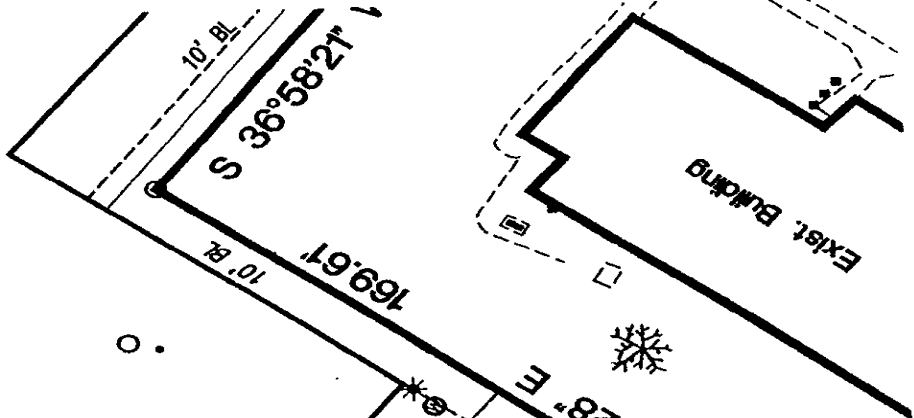
06-031-0017, 0016, 0006

A part of the Northwest quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westerly right-of-way line of Riverdale Road which is 1619.27 feet South 89°26'02" East along the Section line to said Westerly line and 1337.27 feet South 38°24'20" West along said Westerly line from the Northwest corner of said Section 8; and running thence South 38°24'20" West 42.00 feet along said Westerly line; thence North 51°29'57" West 141.63 feet; thence North 38°30'03" East 88.79 feet; thence South 51°29'57" East 58.48 feet; thence North 38°30'03" East 148.46 feet; thence South 51°30'28" East 24.00 feet; thence South 38°30'03" West 172.46 feet; thence North 51°29'57" West 58.48 feet; thence South 38°30'03" West 22.79 feet; thence South 51°29'57" East 117.56 feet to the point of beginning.

PERMANENT ACCESS EASEMENT

ENVELOPE 'B'
28,000



RIVERDALE CENTER II
(LOWE'S)
12-23-99

E# 1681479 BK2050 PG2311

Exhibit "B"

CLM Property

06-031-0040, 0039, 0004

A part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westerly right-of way line of Riverdale Road which is 1619.27 feet South 89°26'02" East along the Section line to said Westerly line and 888.43 feet South 38°24'20" West along said Westerly line from the Northwest Corner of said Section 8; and running thence South 38°24'20" West 253.57 feet along said Westerly line; thence North 51°30'28" West 169.61 feet; thence North 36°58'21" East 150.83 feet to a point on the Easterly line of Riverdale Associates Property; thence North 31°13'02" East 132.42 feet along said Easterly line to a point 55.00 feet perpendicularly distant Southwesterly from the centerline of 300 West Street; thence South 51°16'02" East 170.46 feet along a line parallel to and 55.00 feet perpendicularly distant from said centerline; thence South 3°25'42" West 34.02 feet to the point of beginning. Contains 49,375 Square Feet (1.133 Acres).



GREAT BASIN ENGINEERING - NORTH

P.O. Box 9307 • Ogden, Utah 84409
(801) 394-4515 • (801) 521-0222 • Fax (801) 392-7544

Exhibit "B" (cont.)

"RIVERDALE II PROPERTY"

October 7, 1999
Revised October 11, 1999
Revised December 7, 1999

05-139-0051

BOYER - RIVERDALE (LOWE'S) BOUNDARY DESCRIPTION

06-002-0053, 0002

06-031-0001, 0006, 0007, 0038, 0039,
0024, 0016 to 0020, 0027, 0041, 0022

A part of the Southwest Quarter of Section 5, Southeast Quarter of Section 6,

Northeast Quarter of Section 7 and the Northwest Quarter of Section 8,

Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 138.08 feet North 0°46'25" East along a Section line and 20.18 feet North 82°15'33" West from the Northwest corner of the North Quarter of said Section 8; and running thence South 82°15'33" East 358.13 feet along a fence to the West right of way line of Pacific Avenue; thence two (2) courses along said West right of way line and the Southerly right of way line of 300 West Street as follows: Southeasterly along the arc of a 396.56 foot radius curve to the left a distance of 327.76 feet (Central Angle equals 47°21'18" and Long Chord bears South 27°35'23" East 318.51 feet) to a point of tangency and South 51°16'02" East 589.61 feet; thence South 31°13'02" West 147.55 feet; thence South 36°58'21" West 150.83 feet; thence South 51°30'28" East 169.61 feet to the Westerly right of way line of Riverdale Road; thence South 38°24'20" West 432.98 feet along said Westerly right of way line; thence North 78°05'28" West 601.97 feet to a point on a fence; thence four (4) courses along said fence as follows: South 14°15'57" West 198.21 feet; North 70°56'39" West 107.34 feet; North 71°40'41" West 146.44 feet and North 71°32'13" West 118.31 feet to the point on the Easterly Union Pacific Railroad right of way fence; thence North 13°53'52" East 1380.74 feet along said Easterly right of way fence to the point of beginning.

Contains 1,174,592 Square Feet

Or 26.965 Acres

Et 1681479 BK2050 PG2313

Exhibit B - Page 2 of 3



GREAT BASIN ENGINEERING - NORTH

P.O. Box 9307 • Ogden, Utah 84409
(801) 394-4515 • (801) 521-0222 • Fax (801) 392-7544

Exhibit "B" (cont.)

*05-139-0051
06-031-0001, 0006, 0007,
0038, 0016, 0017, 0018, 0024
"RIVERDALE II PROPERTY" 0041,*

**BOYER - RIVERDALE (LOWE'S)
PARCEL NO. 3 (AFTER LAND AGREEMENT)**

December 21, 1999

A part of the Southwest Quarter of Section 5, Southeast Quarter of Section 6,
Northeast Quarter of Section 7 and the Northwest Quarter of Section 8,
Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 138.08 feet North 0°46'25" East along a Section line
and 20.18 feet North 82°15'33" West from the Northwest corner of the North Quarter of
said Section 8; and running thence South 82°15'33" East 358.13 feet along a fence to
the West right of way line of Pacific Avenue; thence two (2) courses along said West
right of way line and the Southerly right of way line of 300 West Street as follows:
Southeasterly along the arc of a 396.56 foot radius curve to the left a distance of
327.76 feet (Central Angle equals 47°21'18" and Long Chord bears
South 27°35'23" East 318.51 feet) to a point of tangency and South 51°16'02" East
589.61 feet; thence South 31°13'02" West 147.55 feet; thence South 36°58'21" West
150.83 feet; thence South 51°30'28" East 169.61 feet to the Westerly right of way line of
Riverdale Road; thence South 38°24'20" West 201.72 feet along said Westerly right-of-
way line; thence North 51°31'42" West 326.07 feet; thence North 66°49'12" West 43.79
feet; thence North 25°21'26" East 74.59 feet; thence North 38°29'32" East 207.76 feet;
thence North 76°24'50" West 164.16 feet; thence North 13°35'10" East 39.35 feet;
thence North 51°30'28" West 96.13 feet; thence North 76°24'50" West 152.65 feet;
thence North 38°29'32" East 143.76 feet; thence North 13°35'10" East 64.61 feet; thence
North 76°24'50" West 297.00 feet; thence North 87°39'26" West 18.68 feet; thence South
77°34'58" West 78.37 feet; thence North 76°06'08" West 46.20 feet; thence South
13°53'52" West 879.88 feet; thence South 78°05'28" East 317.80 feet to a point on a
fence; thence four (4) courses along said fence as follows: South 14°15'57" West 198.21
feet; North 70°56'39" West 107.34 feet; North 71°40'41" West 146.44 feet and
North 71°32'13" West 118.31 feet to a point on the Easterly Union Pacific Railroad
right-of-way fence; thence North 13°53'52" East 1380.74 feet along said Easterly
right-of-way fence to the point of beginning.

*06-002-0053,
0027,
0002*

Contains 523,068 Square Feet
Or 12.008 Acres

Exhibit "B" - Page 3 of 3

0127 98 438
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