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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made to be effective as of August 16, 2005 by **JHMJ, LLC**, Utah limited liability company ("**JHMJ**") and ("").

WHEREAS, JHMJ is the owner of that certain parcel of land designated as the "**JHMJ Property**" and being legally described on **Exhibit A**, a copy of which is attached hereto and by reference is made a part hereof

WHEREAS, is the owner of that certain parcel of land designated as the "**Property**" and being legally described on **Exhibit B**, a copy of which is attached hereto and by reference is made a part hereof

WHEREAS, JHMJ and desire to enter into the agreements contained herein related to the **JHMJ Property and the** Property (collectively, the "**Properties**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged **JHMJ and** (the "**Parties**") hereby agree as follows:

1. **Easement.** Each Party hereby grants to the other Party, for the reciprocal benefit of the Properties and running therewith, an easement (the "**Easement**") for vehicular access, ingress and egress on, over and across all Driveways located upon the Properties, and pedestrian access, ingress and egress on, over and across all Sidewalks located upon the Properties, so as to permit the free flow of pedestrian and vehicular traffic to, from and between the Properties and entrances and exits thereto and parking vehicles of the parties, their tenants, licensees, customers, invitees, and employees on each and every portion of the Parcels now designated for parking or hereafter improved by any party from time to time for the parking accommodation of vehicles. As used herein, "**Driveways**" means all driveways, roadways, entryways, drive isles and drive lanes and other vehicular accessways located upon the Properties, and all entrances and exits thereto, thereon and therefrom, and "**Sidewalks**" means all sidewalks, walkways and other pedestrian accessways located upon the Properties, and all entrances and exits thereto, thereon and therefrom; as the same may be replaced, relocated or otherwise modified from time to time. The Driveways and Sidewalks are collectively referred to herein as the "**Accessways.**"
2. **Nature of Easement.** The easement herein created (the "**Easement**") shall be non- exclusive, perpetual in duration, shall burden, benefit and run with the Properties, and shall bind and benefit all current and subsequent owners of the Properties. Nothing contained herein shall be construed as restricting or prohibiting either Party from granting or dedicating any additional easement rights over the Easement areas on its Property or using the ground below and/or the air space above the same for any purpose, provided that the same does not materially interfere with the use of the Easement as described herein
3. **Modifications to Accessways.** Except as provided below, the owners of the Properties shall have the right at any time and from time to time to make changes, modifications and alterations to the Accessways on their respective Properties, without obtaining the consent or approval of the Party, provided that in so doing the overall usefulness and function of the Easement shall not be unreasonably impaired. At no time shall the free flow of traffic over the Accessways be obstructed or interfered with, except to the extent reasonably necessary for

repairs, maintenance and to keep the general public from acquiring any rights therein in the reasonable opinion of the owner thereof; provided that in conjunction with any such obstruction, the Party causing the same shall make all reasonable efforts to minimize unreasonable interference with the access rights created hereunder. Notwithstanding any other provision hereof to the contrary, none of the Connecting Improvements defined below shall be changed, modified or altered without the prior written approval of all Parties.

4. **Benefit of Agreement.** The provisions of this Agreement are for the exclusive benefit of the Parties, their successors, assigns, heirs, representatives, agents, licensees, invitees, tenants and customers. Except as otherwise provided herein, this Agreement shall not be deemed to have conferred any rights, express or implied, upon any third person. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Properties to the general public, for the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein for the development, maintenance and operation of private development on private property solely for the benefit of the persons specified herein.
5. **Maintenance.** The parties hereto agree to jointly maintain said property in a condition which is conducive to handling vehicular traffic and parking over and across said property, each party shall be jointly responsible for snow removal, repair, grading, paving or other general maintenance on said property.
6. **Covenants Run with the Land.** The covenants, easements, agreements, promises and duties set forth herein shall be construed as covenants and not as conditions and, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the Parties and the Properties and constitute mutual, equitable servitudes as between the Properties, each as both a servient tenement and a dominant tenement.
7. **Governing Laws.** This Agreement shall be governed by, and enforced in accordance with the Laws of the State of Utah.
8. **Litigation Expenses.** If any Party shall bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) against another Party by reason of the breach or alleged violation of any covenant, term or obligation of this Agreement, or otherwise arising out of this Agreement, the Prevailing Person (as defined below) in such action or proceedings shall be entitled to its costs and expenses of suit including, without limitation, reasonable attorneys' fees and disbursements, which shall be payable by the other Party whether or not such action is prosecuted to judgment. "Prevailing Person" within the meaning of this Section shall include, without limitation, a person who, in an adversarial proceeding, is awarded damages or other relief substantially equal to the relief sought by such person, or who successfully defends such proceeding, or who dismisses an action for recovery under this Agreement in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action. If any Party is required to initiate or defend any action or proceeding with a third party (including, without limitation, any cross-complaint, counterclaim or third party claim) because of another Party's breach of this Agreement, or otherwise arising out of this Agreement, and such Party is the Prevailing Person in such action or proceeding, then such Prevailing Person shall be entitled to reasonable attorneys' fees and disbursements from such other Party. Attorneys' fees under this Agreement shall include, without limitation, attorneys' fees on any appeal. In addition, the Prevailing Person shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

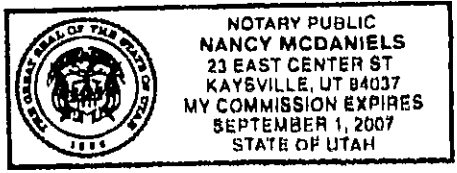
- 9. **Severability.** Invalidation of any of the provisions contained herein, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions of this Agreement or the application thereof to any other person or circumstances and the remainder of this Agreement shall remain in effect, provided that if such invalidation would render the remaining portions of this Agreement ineffective to carry out the material intentions of the Parties as expressed or implied by this Agreement, then the invalid provisions hereof shall be construed, and this Agreement shall be deemed amended, as if such provision were replaced with an enforceable provision which effectuates, as nearly as possible, the material intentions indicated herein.
- 10. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter of this Agreement as of the date hereof Any prior correspondence, inducements, representations, memoranda or agreements are superseded in total by and integrated into this Agreement. This Agreement may be executed in counterparts

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written

JHMJ, LLC, a Utah limited liability company

By: David J. Murdock
David J. Murdock, Manager

ON this 24th day
of August, 2006,
David J. Murdock
appeared before
me.



Nancy McDaniels
County: Davis

H **HILL & ARGYLE, Inc.**
Engineering and Surveying
A

181 North 200 West, Suite #4, Bountiful, Utah 84010
 (801) 298-2236 Phone, (801) 298-5983 Fax



40° 53' 27.12" N
 111° 53' 09.40" W



August 19, 2005

Beehive Builders
 Kaysville Commons

Condo Parcel 1

Beginning at the Southwest Corner of Lot 4, Block 3, Plat B, Kaysville Townsite Survey and running thence North 0°42'20" East 264.00 feet along the East right-of-way of 300 West Street; thence South 89°30'17" East 514.67 feet to the West right-of-way of 200 West Street; thence South 0°38'00" West 100.00 feet along said right-of-way; thence North 89°30'15" West 177.4 feet; thence South 0°38'00" West 29.16 feet; thence North 89°30'15" West 180.00 feet; thence South 0°37'13" West 2.83 feet; thence North 89°28'27" West 67.36 feet; thence South 0°39'40" West 132.05 feet to the North right-of-way of 200 North Street; thence North 89°30'15" West 90.18 feet to the point of beginning, containing 1.69 acres.

Winger's Parcel

Beginning at a point which is South 89°30'15" East 157.42 feet from the Southwest Corner of Lot 4, Block 3, Plat B, Kaysville Townsite Survey and running thence North 0°37'31" East 134.84 feet; thence South 89°30'15" East 180.00 feet; thence South 0°38'00" West 23.84 feet; thence North 89°30'15" West 10.00 feet; thence South 0°38'00" West 111.00 feet to the North line of 200 North Street; thence North 89°30'15" West 169.98 feet to the point of beginning, containing 0.53 acres.

Note: All area outside of buildings are to be dedicated as public utility easements

**-RECORDER'S MEMO-
 LEGIBILITY OF TYPING OR PRINTING
 UNSATISFACTORY IN THE DOCUMENT
 WHEN RECEIVED**