

1404 Blk 3 Kamp B

11-100-0148, 0146

0149, 0150

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made to be effective as of May 25, 2006 by **JHMJ, LLC**, Utah limited liability company ("**JHMJ**") and **COMMERCIAL NET INVESTMENTS, RYAN IMBRIE, JANELLE ROWLEY, BRON ROWLEY AND SARAH B. IMBRIE ("CNI")**.

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, CNI is the owner of that certain parcel of land designated as the "**CNI 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 CNI, desire to enter into the agreements contained herein related to the **JHMJ Property, CNI Property** (collectively, the "**Properties**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged **JHMJ and CNI**(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.

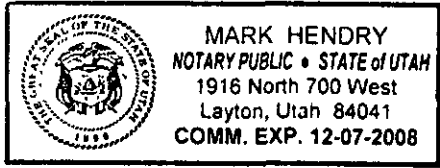
JHMJ, LLC, a Utah limited liability company

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

By: Marc S. Johnson
Marc S. Johnson, ~~MANAGER~~

STATE OF UTAH)
)
COUNTY OF DAVIS)

On the 30 day of May , A.D. 2006, personally appeared before me the above signed David J. Murdock and Marc Johnson, Managers/Members of JHMJ, LLC, known to me to be a member or designated agent of the limited liability company that executed the instrument and acknowledged the instrument to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath state that he or she is authorized to execute this instrument and in fact executed the instrument on behalf of the limited liability company.



[Signature]
NOTARY PUBLIC

Signature page for Reciprocal Easement Agreement
Dated 5/25/06

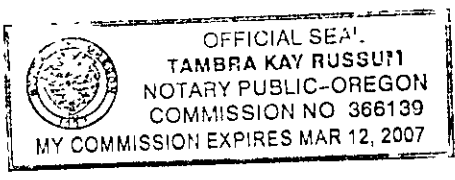
BK 4047 PG 546

signed Bron Rowley 5/31/06
BRON ROWLEY

STATE OF OREGON)
COUNTY OF Multnomah)

On the 31 day of May 2006, personally appeared before me Bron Rowley, being the signer of the instrument herein and who duly acknowledged to me that he executed the same.

Tambra Kay Russum
NOTARY PUBLIC



Signature page for Reciprocal Easement Agreement dated
5/25/06 Signed 5/31/06 BK 4047 PG 547

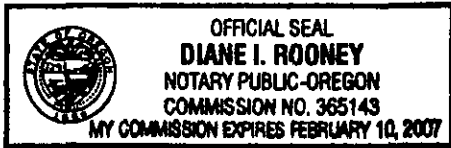
R. G. M.

RYAN IMBRIE 5/31/06

STATE OF OREGON)
COUNTY OF *Washington*

On the *31st* day of May 2006, personally appeared before me Ryan Imbrie, being the signer of the instrument herein and who duly acknowledged to me that he executed the same.

Diane I. Rooney
NOTARY PUBLIC



Signature page for reciprocal easement agreement dated 5/25/06

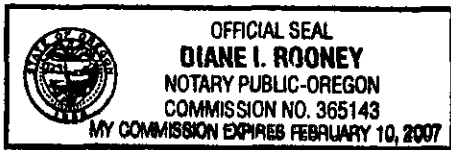
Janelle Rowley
JANELLE ROWLEY

Signed 5/31/06

STATE OF OREGON)
COUNTY OF *Washington*

On the *31st* day of May 2006, personally appeared before me Janelle Rowley, being the signer of the instrument herein and who duly acknowledged to me that she executed the same.

Diane I. Rooney
NOTARY PUBLIC



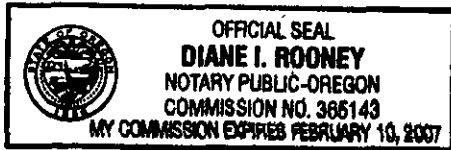
Signature page for reciprocal easement agreement dated 5/25/06

Sarah B Imbrie
SARAH B. IMBRIE
Signed 5/31/06

STATE OF OREGON)
COUNTY OF Washington

On the ^{31st} day of May 2006, personally appeared before me Sarah B. Imbrie, being the signer of the instrument herein and who duly acknowledged to me that he executed the same.

Diane I Rooney
NOTARY PUBLIC



Signature page for Reciprocal Easement Agreement dated 5/25/06

COMMERCIAL NET INVESTMENTS

By: Kristine A. Imbrie
Kristine A. Imbrie, Managing member
Signed 5/31/06

STATE OF OREGON)
)
COUNTY OF Washington)

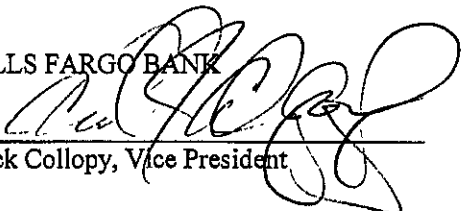
On the 31st day of May, A.D. 2006, personally appeared before me the above signed Kristine A. Imbrie, Manager/Member of COMMERCIAL NET INVESTMENTS, LLC, known to me to be a member or designated agent of the limited liability company that executed the instrument and acknowledged the instrument to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath state that he or she is authorized to execute this instrument and in fact executed the instrument on behalf of the limited liability company.



Diane I. Rooney
NOTARY PUBLIC

Wells Fargo Bank acknowledges the foregoing easement.

WELLS FARGO BANK

By: 
Chuck Collopy, Vice President

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On the 30TH day of May, 2006, personally appeared before me Chuck Collopy, who being by me duly sworn did say, each for himself, that, he the said Chuck Collopy is the Vice President, of Wells Fargo Bank, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Chuck Collopy, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.


NOTARY PUBLIC

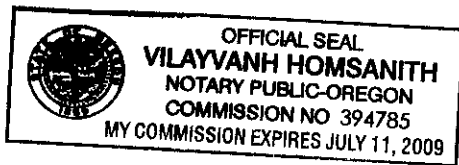


EXHIBIT "A"

(BUILDING B)

BEGINNING AT A POINT WHICH IS NORTH 0 DEG 42 MIN 02 SEC EAST 264.00 FEET AND SOUTH 89 DEG 30 MIN 17 SEC EAST 336.05 FEET FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 3, PLAT B, KAYSVILLE TOWNSITE SURVEY AND RUNNING THENCE SOUTH 0 DEG 00 MIN 00 SEC WEST 99 69 FEET; THENCE SOUTH 0 DEG 38 MIN 00 SEC WEST 27.92 FEET; THENCE NORTH 90 DEG 00 MIN 00 SEC WEST 180 12 FEET, THENCE SOUTH 0 DEG 02 MIN 37 SEC EAST 2.83 FEET; THENCE SOUTH 89 DEG 59 MIN 53 SEC WEST 53 49 FEET; THENCE NORTH 0 DEG 00 MIN 32 SEC EAST 132.46 FEET; THENCE SOUTH 89 DEG 30 MIN 17 SEC EAST 233 91 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B"

BUILDING A,

BEGINNING AT NORTH 0 DEG 42 MIN 02 SEC EAST 143.65 FEET OF THE
SOUTHWEST CORNER OF LOT 4, BLOCK 3, PLAT B, KAYSVILLE TOWNSITE SURVEY
AND RUNNING THENCE NORTH 0 DEG 42 MIN 02 SEC EAST 120.35 FEET ALONG THE
EAST RIGHT-OF-WAY OF 300 WEST STREET, THENCE SOUTH 89 DEG 30 MIN 17 SEC
EAST 102 14 FEET, THENCE SOUTH 0 DEG 00 MIN 00 SEC EAST 119 46 FEET;
THENCE SOUTH 90 DEG 00 MIN 00 SEC WEST 103.61 FEET TO THE POINT OF
BEGINNING.

11-100-0149

BUILDING D,

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 3, PLAT B, KAYSVILLE
TOWNSITE SURVEY AND RUNNING THENCE NORTH 0 DEG 42 MIN 02 SEC EAST
143.65 FEET ALONG THE EAST RIGHT-OF-WAY OF 300 WEST STREET, THENCE
SOUTH 90 DEG 00 MIN 00 SEC EAST 103 59 FEET; THENCE SOUTH 0 DEG 00 MIN
00 SEC WEST 12.51 FEET, THENCE NORTH 89 DEG 27 MIN 53 SEC WEST 13 90
FEET, THENCE SOUTH 0 DEG 39 MIN 40 SEC WEST 132 04 FEET TO A POINT ON
THE NORTH RIGHT-OF-WAY OF 200 NORTH STREET; THENCE NORTH 89 DEG 30 MIN
17 SEC WEST 89 94 FEET TO THE POINT OF BEGINNING.

11-100-0150