

MAIL TO - WESTERN MORTGAGE LOAN CO.
455 EAST 4th SOUTH

FEB 18 1977

Recorded
Request of SECURITY TITLE COMPANY
For PAUL SCOTTE L. DIXON
Recorder, Salt Lake County, Utah
By Patricia Brown Deputy
Patricia Brown

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2911060

RECIPROCAL RIGHT-OF-WAY AND EASEMENT
AGREEMENT

THIS AGREEMENT made and entered into as of the 18
day of February, 1977, by and between 4500 ENTERPRISES, a Joint
Venture as "Grantor," and 4500 ENTERPRISES, a Joint Venture as
"Grantee."

WITNESSETH:

WHEREAS, Grantor and Grantee are the same entity and
own adjoining pieces of real property in Salt Lake County, State
of Utah; and

WHEREAS, Grantor and Grantee desire to grant to each
other a right-of-way and easement for parking, ingress and egress
and to otherwise inspect, operate and protect said right-of-way
and easement area.

NOW, THEREFORE, for good and valuable consideration,
the receipt of which is hereby acknowledged by the parties hereto,
Grantor and Grantee hereby enter into and create this Reciprocal
Right-of-Way and easement Agreement as follows:

1. Grantor and Grantee each hereby convey and grant
to the other, its successors and assigns, their agents, servants,
representatives, patrons and customers, a right-of-way and ease-
ment by vehicular or pedestrian traffic for parking, ingress and
egress over the following described parcels of real property
situated in Salt Lake City, State of Utah:

BEGINNING at a point North 0°03'15" West along the
West lot line 40.00 feet and North 89°53'15" East
97.968 feet from the Southwest corner of Lot 2,
Block 6, Ten Acre Plat "A", Big Field Survey;
thence North 0°05'31" East 155.552 feet; thence
South 89°53'15" West 27.715 feet; thence North
0°05'31" East 144.536 feet; thence North 89°49'08"
East 338.40 feet; thence South 0°05'31" West
300.493 feet; thence South 89°53'15" West 310.683
feet to the point of BEGINNING.

and

BEGINNING at a point that is North 0°03'15" West
along the lot line 40.00 feet, North 89°53'15" East
along the North line of 4500 South Street 70.253
feet and North 0°05'31" East 155.552 feet from the
Southwest Corner of Lot 2, Block 6, 10 Acre Plat A,
Big Field Survey, thence North 0°05'31" East,
144.536 feet, thence South 89°49'08" West 71.018
feet to the East line of 500 East Street; said point
being on the Westline of said Lot 2, thence South
0°03'15" East along said 500 East Street; 144.450
feet thence North 89°53'15" East 70.650 feet to the
point of BEGINNING.

SECURITY TITLE COMPANY
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2. The parties hereby acknowledge that the above described parcels of property have a common boundary and that the parties hereto, their successors and assigns, shall have equal rights of parking, ingress and egress over both parcels, which are herein jointly referred to as the "Reciprocal Right-of-Way and Easement Area."

3. Grantor and Grantee hereby covenant with each other that each shall neither build, construct nor permit to be built or constructed any building or other improvement which would hinder or prevent the use of the Reciprocal Right-of-Way and Easement Area for parking, ingress and egress as hereby granted.

4. The parties hereby shall comply with any and all laws, rules, regulations and ordinances of any governmental body or subdivision thereof which applies to or affects in any way the Reciprocal Right-of-Way and Easement Area.

5. The foregoing covenants, conditions and restrictions do and shall touch and concern and constitute covenants running with the land and shall be binding upon all persons claiming thereunder and shall be for the benefit of and the limitation upon all future owners of the above described parcels of property. Invalidation of any one or more of these covenants, conditions and restrictions shall in no wise affect any of the other provisions which do and shall remain in full force and effect.

6. This Agreement is binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

MADE AND ENTERED into as of the day and year first above written.

"Grantor"

4500 ENTERPRISES, a Joint Venture

By Gary D. Palmer
Gary D. Palmer, a joint venturer

Ronald C. Palmer
Ronald C. Palmer, a joint venturer

ATTEST:

VALLEY CORPORATION, a Utah corporation,
a joint venturer

By E. J. Anderson
Its Vice President

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"Grantee"

4500 ENTERPRISES, a Joint Venture

By Gary D. Palmer
Gary D. Palmer, a joint venturer

Ronald C. Palmer
Ronald C. Palmer, a joint venturer

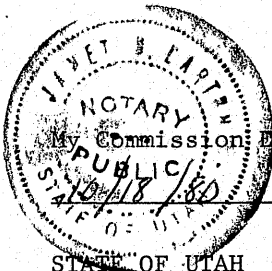
ATTEST:

VALLEY CORPORATION, a Utah corporation, a joint venturer

By E. H. Anderson
Its President

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this 18 day of FEBRUARY, 1977, personally appeared before me GARY D. PALMER and RONALD C. PALMER, each of whom duly acknowledged to me that he executed the foregoing instrument as a joint venturer in 4500 ENTERPRISES, a Utah joint venture, a Grantor.

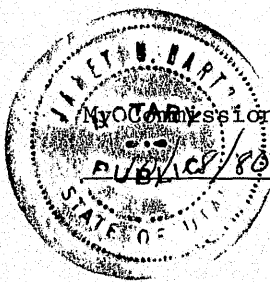


Janet D. Barton
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

Commission Expires: _____
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this 18 day of FEBRUARY, 1977, personally appeared before me E. N. THOMPSON and _____, who being by me duly sworn, did say that they are the VICE PRESIDENTS and _____ of VALLEY CORPORATION, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation as a joint venturer of 4500 ENTERPRISES, a Utah joint venture, by authority of its By-laws or a resolution of its Board of Directors, and said E. N. THOMPSON and _____ acknowledged to me that said corporation executed the same.

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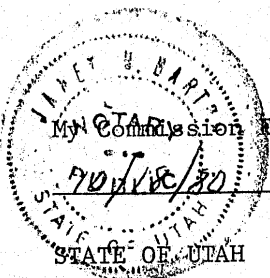


Janet D. Barton
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 18th day of FEBRUARY, 1977, personally appeared before me GARY D. PALMER and RONALD C. PALMER, each of whom duly acknowledged to me that he executed the foregoing instrument as a joint venturer in 4500 ENTERPRISES, a Utah joint venture, as Grantee.

Janet D. Barton
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

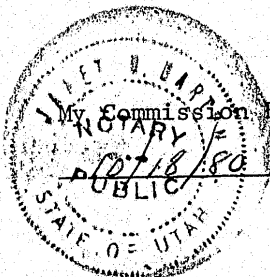


My Commission Expires: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 18 day of FEBRUARY, 1977, personally appeared before me E. H. THOMPSON and _____, who being by me duly sworn, did say that they are the VICE PRESIDENT and _____ of VALLEY CORPORATION, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation as a joint venturer of 4500 ENTERPRISES, a Utah joint venture, by authority of its By-laws or a resolution of its Board of Directors, and said E. H. THOMPSON and _____ acknowledged to me that said corporation executed the same.

Janet D. Barton
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



My Commission Expires: _____

CONSENT JOINDER AND WAIVER

FOR VALUABLE CONSIDERATION, including the granting of the loan secured by the Utah Deed of Trust, the undersigned, SUSAN PALMER, wife of GARY D. PALMER, and BORDEIN PALMER, wife of RONALD C. PALMER, hereby consent to and join in the Utah Deed of Trust, and do hereby further waive, relinquish and forever release any and all rights in the Property covered by said Utah Deed of Trust which each of them may now or hereafter have by reason of their marital relation to the individual Trustors, or otherwise.

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IN WITNESS WHEREOF, the undersigned have executed this Consent, Joinder and Waiver as of the day and year first above written.

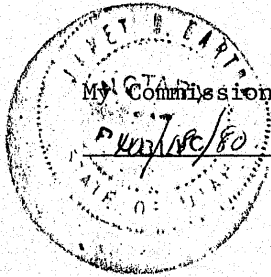
Susan Palmer
Susan Palmer

Dorain Palmer
DORAIN PALMER
DORA DENE

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 18th day of FEBRUARY, 1977, personally appeared before me SUSAN PALMER, wife of GARY D. PALMER, and DORAIN PALMER, wife of RONALD C. PALMER, the signers of the above instrument, each of whom duly acknowledged to me that she executed the same.

Janet D. Barton
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



My Commission Expires: _____

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