

3637330

1. GENERAL EASEMENTS FOR INGRESS, EGRESS AND PARKING

Each of Parcels 1 and 2, as noted on attached survey and made a part, hereof, shall have appurtenant thereto and be benefitted by a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic over and upon driveways and other approaches, and for vehicular parking on, over, and across areas of each of the other of said Parcels 1 and 2 as are suitable for such purposes, as may exist from time to time. Each of Parcels 1 and 2 shall be subject to and burdened by such non-exclusive easement benefitting each of the other of said Parcels 1 and 2. Except as reasonable necessary or appropriate during periods that construction activities are ongoing or during periods that improvements may be unsafe or unusable due to damage or destruction and except for buildings and other structures which may be constructed on some or all of such Parcels, there shall not be constructed or erected on Parcels 1 and 2 or on the entrances or exits of any of said Parcels any barricade or obstruction, whether temporary or permanent in nature, which limits or impairs the enjoyment of the easements created by and described in this section and the free and unimpeded access between and among Parcels 1 and 2 and the adjacent public streets. The paved parking areas and streets and drive-ways which exist or come to exist on each of Parcels 1 and 2 shall at all times be and continue to be located and striped in such a way as to permit and reasonably accomodate the passage of vehicles between and among Parcels 1 and 2 and the adjacent public streets.

2. DELIVERIES AND EMPLOYEE PARKING

Each tenant or occupant of a building situated on Parcels 1 and 2 shall cause all truck and other or miscellaneous deliveries to the building occupied by such tenant or occupant to be made at the designated receiving area for such building so as not to interfere with normal customer parking. In the event that employee parking begins to impair the ability of customers of businesses conducted on Parcels 1 and 2 to park in reasonable close proximity to the business(es) they patronize, the employees of each tenant or occupant of a building located on the Parcel with respect to which such state of affairs exists shall be required to park at the extreme perimeters of the parking areas situated on such Parcel, and each such tenant or occupant shall be obligated to exert every reasonable effort and to take all reasonable

measures to cause its employees to park at such perimeters if the same becomes necessary.

3. MAINTENANCE

The parking areas on Parcels 1 and 2 shall be hard surfaced with concrete or black top. The respective Owners of each of the Parcels shall be obligated to perform or cause to be performed such upkeep and maintenance of their own individual Parcel as may be reasonably necessary or desirable to keep and maintain all areas clean, in good condition, order, and repair and, usable for their intended purposes, reasonably safe, and reasonably attractive.

4. REPAIR

Owner of Parcel 1 shall be responsible at their cost for repairs and maintenance of drive known as Parcel 4. Parcel 3 shall be constructed and hard surfaced by owner of Parcel 1 and Parcel 4 shall be constructed and hard surfaced by owner of Parcel 2. The Owner of Parcel 1 shall maintain and be responsible for repairs and maintenance of Parcel 3 with the exception that the Owner of Parcel 2 shall be responsible to reimburse owner of Parcel 1 for 1/2 of the costs of said maintenance and repairs. Parcels 3 and 4 are further described on the survey certificate attached and are owned by the Owner of Parcel 1 whom by this agreement grants a perpetual right of way for ingress and egress to the Owner of Parcel 2, over and across Parcels 3 and Parcel 4.

5. COVENANTS TO RUN WITH LAND

This instrument and all of the provision hereof shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This instrument and all of the provisions hereof shall be binding upon each Parcel, and all interest in each Parcel shall be subject to all of the terms and provisions hereof. By acquiring, in any way coming to have any interest in, or occupying a Parcel, the party so acquiring, coming to have such interests, or occupying, consents to, and agrees to be bound by each and every provision of this instrument.

6. ENFORCEMENT.

Those parties which are intended to be benefitted by such of the provisions restrictions, or requirements including section #2 of this instrument as are concerned, shall have the right to enforce, through appropriate proceedings at law or in equity, such provisions, restrictions or requirements. If any action is brought because of a breach of or to enforce or interpret any of the provisions, restrictions or requirements of this instrument, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorney's fees (including those incurred in connection with any appeal) the amount of which shall be fixed by the court and made a part of any judgment rendered.

7. EFFECTIVE DATES AND DURATION

This instrument and any amendment or supplement hereto shall take effect upon its being filed for record with the County Recorder of Salt Lake County, Utah. This instrument and all of the provisions hereof shall remain in force and effect continually following the date on which this instrument is so filed for record, unless altered or cancelled by the owners of Parcels 1 and 2 by mutual agreement.

8. INTERPRETATION

The purpose of this instrument is the creation of certain rights, restrictions and requirements which are to apply between and among the Parcels and which are to define and govern the rights and obligations as between those parties interested in a given Parcel. Accordingly this instrument is not intended to and shall not change, supersede, or defeat any agreements, leases, or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Parcel. This instrument and the provisions hereof should be taken into account in interpreting or construing any such previous or subsequent agreements, leases or other instruments.

The captions which precede the Sections of this instrument are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so required, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This instrument shall

be governed by and construed in accordance with the laws of the State of Utah.

Dated as of December 31, 1981, and executed on the respective dates appearing below.

Executed on the 31st day of December, 1981 by
GUARDIAN TITLE COMPANY OF UTAH.

Owner of Parcel 2

Thomas Ray Broadbent
Thomas Ray Broadbent, Trustee

Robert M. Woolf
Robert M. Woolf, Trustee

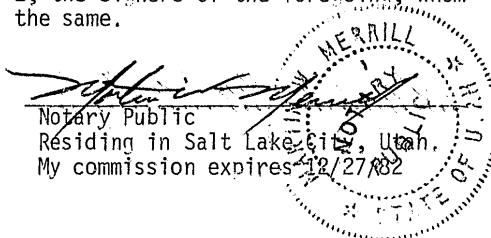
Owner of Parcel 1

Easton Blake
Easton Blake

Barbara H. Blake
Barbara H. Blake

STATE OF UTAH
COUNTY OF SALT LAKE) ss.

On the 31st day of December, 1981, personally appeared before me Easton Blake and Barbara H. Blake, owners of Parcel 1; and Thomas Ray Broadbent, Trustee and Robert M. Woolf, Trustee, owners of Parcel 2, the signers of the foregoing, whom duly acknowledged to me that they executed the same.



Notary Public
Residing in Salt Lake City, Utah.
My commission expires 12/27/82

KATIE L. BIXON
RECORDERS
SALT LAKE COUNTY
UTAH

JAN 6 2 35 PM '82

GUARDIAN TITLE
DEP

Wayne Harper
Wayne Harper

SCALE 1" = 30'

SURVEYOR'S CERTIFICATE

ROBERT G. WALKER, of Salt Lake City, Utah, do hereby certify that I am a duly Registered Land Surveyor licensed by the State of Utah, and that I have surveyed the land described below and have own the same hereon.

Parcel: BEGINNING at a point which is North 89°51'30" East 1973.96 feet and North 0°01'27" West 53.00 feet from the Southwest Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°01'27" West 466.69 feet; thence South 89°51'30" West 501.69 feet; thence South 0°01'27" East 466.69 feet; thence North 89°51'30" East 501.69 feet to the point of BEGINNING. Contains 5.375 Acres.

Parcel No. 1: BEGINNING at a point which is North 89°51'30" East 1973.96 feet and North 0°01'27" (Take Property) West 53.00 feet from the Southwest Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°01'27" West 215.00 feet; thence South 89°51'30" West 162.00 feet; thence South 0°01'27" East 215.00 feet; thence North 89°51'30" East 162.00 feet to the point of BEGINNING. Contains 0.800 Acre.

Parcel No. 2: BEGINNING at a point which is North 89°51'30" East 1811.96 feet and North 0°01'27" (arie Callender Property) West 53.00 feet from the Southwest Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°01'27" West 215.00 feet; thence South 89°51'30" West 186.00 feet; thence South 0°01'27" East 215.00 feet; thence North 89°51'30" East 186.00 feet to the point of BEGINNING. Contains 0.918 Acre.

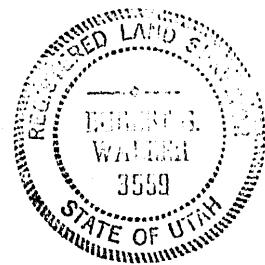
Parcel No. 3: BEGINNING at a point which is North 89°51'30" East 1836.96 feet and North 0°01'27" (ight of Way) West 53.00 feet from the Southwest Corner of Section 4, Township 2 South, Range 1 West Salt Lake Base and Meridian, and running thence North 0°01'27" West 215.00 feet; thence South 89°51'30" West 25.00 feet; thence South 0°01'27" East 215.00 feet; thence North 89°51'30" East 25.00 feet to the point of BEGINNING.

Parcel No. 4: BEGINNING at a point which is North 89°51'30" East 1625.96 feet and North 0°01'27" (ight of Way) West 53.00 feet from the Southwest Corner of Section 4, Township 2 South, Range 1 West Salt Lake Base and Meridian, and running thence North 0°01'27" West 215.00 feet; thence South 89°51'30" West 25.00 feet; thence South 0°01'27" East 215.00 feet; thence North 89°51'30" East 25.00 feet to the point of BEGINNING.

The above described properties are all situate in Salt Lake County, State of Utah.

12-30-81

Robert G. Walker
Robert G. Walker
Registered Land Surveyor
License No. 3559



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WEST ST.