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PARTY WALL AND CROSS-EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of September, 1986, by and between A.F.B. INVESTMENTS, a Utah general partnership ("AFB"), and A.F.B. LTD., I ("LTD").

RECITALS

WHEREAS, AFB is the owner of that certain real property located in Salt Lake City, Salt Lake County, Utah as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A"); and

WHEREAS, LTD is the owner of that certain real property located in Salt Lake City, Salt Lake County, Utah as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B"); and

WHEREAS, the parties hereto desire to set forth in a binding, written agreement the agreement of the parties regarding (a) the use and maintenance of the party wall shared by the building on Parcel A and the building on Parcel B and (b) the creation of a cross-easement for ingress, egress and parking over and across Parcel A and Parcel B.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. PARTY WALL. It is understood between the parties that the building on Parcel A and the building on Parcel B share a party wall (the "Party Wall") as more particularly described on the plat attached hereto as Exhibit "C" and incorporated herein by this reference. The parties understand and agree that the Party Wall is composed of surface components consisting of dry wall, sheet rock, paint or wall coverings, and surface molding and other woodwork (collectively the "Surface Components"), and internal components consisting of studs, wiring, plumbing, and other structural elements and utility lines (collectively the "Internal Components"). Each of the parties covenants and agrees to keep the Surface Components of the Party Wall that faces into such party's building and those Internal Components that benefit and service only that building in a clean, safe and fully repaired conditions and to replace such Surface Components and Internal Components from time to time as

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conditions require. The parties each covenants and agree to share equally in the cost of the maintenance, upkeep, repair and replacement of all Internal Components other than those that benefit and service only one of the two buildings. Should the Party Wall ever be damaged or destroyed by any cause other than the intentional or negligent action or omission of their party, the Party Wall shall be repaired or rebuilt as a joint expense of the parties; provided that any sum received from insurance proceeds as a result of such damage or destruction shall be applied first to repair or restoration of the Party Wall. Should the Party Wall be injured by any intentional or negligent act or omission of either party, the Party Wall shall be repaired by and at the expense of such party. Each party agrees to allow access to the Party Wall through and across their respective Parcel as may be necessary to facilitate the maintenance, repair and replacement of the Party Wall.

2. Cross-Easements For Ingress, Egress And Parking. Certain portions of Parcel A and Parcel B are to be used for ingress, egress and parking purposes as more particularly described in Exhibit "C" (the "Easement Areas"). The parties hereby grant to each other cross-easements over and across the Easement Areas for ingress, egress and parking purposes. such cross-easements shall be used for the use and benefit of the parties, their employees and invitees. The parties covenant and agree not to in any way inhibit or impair the free and easy use of the Easement Areas for ingress, egress and parking purposes by the parties, their employees or invitees. The parties may, upon their mutual written consent, alter or relocate the Easement Areas.

3. Miscellaneous Provisions. In the event that any party to this Agreement shall fail in any way to comply with the terms of this Agreement, the non-defaulting party shall be entitled to recover their costs and reasonable attorney's fees from the breaching party, whether or not legal action is commenced. This Agreement shall be perpetual and the covenants set forth herein shall run with each of the parcels described in Exhibits "A" and "B". This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto and any entities resulting from the reorganization, consolidation, or merger of any party hereto. The provisions of this Agreement are severable and should any provision hereof be deemed void, unenforceable, or invalid, such provision shall not limit or otherwise affect the validity or enforceability of

any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Utah.

DATED this 10<sup>th</sup> day of September, 1986.

"AFB"

A.F.B. INVESTMENTS, a Utah general partnership

By: Charles F. Culbert  
General Partner

A.F.B. LTD, I, a Utah limited partnership by A. F. B. Investments, general partner

By: Charles F. Culbert  
General Partner

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

On the 10<sup>th</sup> day of September, 1986, personally appeared before me Charles L. Archer, III who being by me duly sworn, did say that he is a general partner of A.F.B. Investments, a Utah general partnership, and that he signed the within and foregoing instrument in behalf of said partnership as a general partner of said partnership.

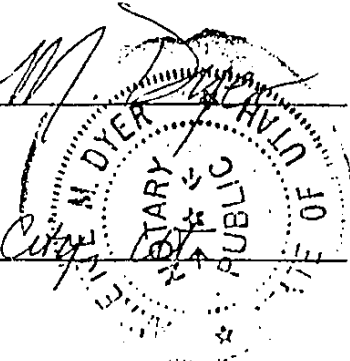
Annette M. Dyer  
NOTARY PUBLIC

My Commission Expires:

2-10-90

Residing At:

Salt Lake City, Utah



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

On the 10th day of September, 1986, Charles L. Archer, III  
who being by me duly sworn did say that he is the general  
partner of A.F.B. Investments, the general partner of A.F.B.  
Ltd., I, and that he signed the within and foregoing instrument  
in behalf of A.F.B. Investments as a general partner of said  
partnership.

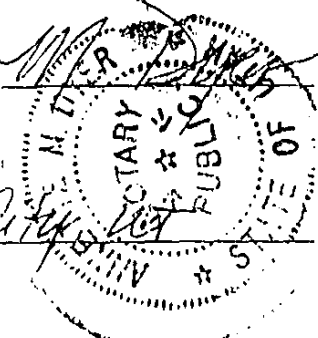
Annette M. [Signature]  
NOTARY PUBLIC

My Commission Expires:

2-10-90

Residing At:

Salt Lake City, UT



CDN1357I

CONSENT OF MORTGAGEE  
TO SUBMIT PROPERTY TO PARTY WALL AND  
CROSS-EASEMENT AGREEMENT

ZIONS FIRST NATIONAL BANK, a national banking association, with its principal office at 1 South Main Street, Salt Lake City, Utah 84111, being the Trustee and Beneficiary of the Trust Deed affecting the real property hereinbefore submitted by AFB and LTD to the provisions of that certain Party Wall And Cross-Easement Agreement of even date herewith to which this consent is attached, does hereby consent to such submission by AFB and LTD. In so consenting, the undersigned merely submits its interests in said real property to the provisions of said Party Wall And Cross-Easement Agreement. The undersigned has made no representations or warranties in said Party Wall And Cross-Easement Agreement and does not assume any of the obligations of AFB and LTD or their successors and assigns thereunder.

DATED this 10<sup>th</sup> day of September, 1986.

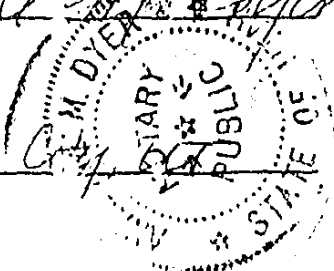
ZIONS FIRST NATIONAL BANK,  
a national banking association

BY [Signature]  
Its: [Signature]

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

On the 10<sup>th</sup> day of September, 1986,  
personally appeared before me, R. Kay Poulsen, who  
being by me duly sworn, did say, that he, the said \_\_\_\_\_  
is the Vice President of Zions First National Bank, a  
national banking association, and that the within and foregoing  
instrument was signed in behalf of said national banking  
association by the authority of a resolution of its board of  
directors, and the said R. Kay Poulsen duly  
acknowledged to me that said executed the same.

Annette M. Dyer  
NOTARY PUBLIC  
Residing At: Salt Lake City



My Commission Expires:  
2-10-90

CDNSLI31

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

That certain real property located in Salt Lake County, State of Utah, and more particularly described as follows:

The South 104 feet of Lots 27 and 28, Block 1, ROSELAND ADDITION, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

EXHIBIT "B"

REAL PROPERTY DESCRIPTION

That certain real property located in Salt Lake County, State of Utah, and more particularly described as follows:

BEGINNING at a point on the South line of 2100 South Street 1.25 rods East and South 0 Degrees 02 Minutes 00 Seconds East 7.52 feet from the Northwest corner of Lot 10, Block 39, Ten Acre Plat A, Big Field Survey; and running thence North 89 Degrees 56 Minutes 11 Seconds East 99.64 feet, more or less, along said South line to the East line of the property conveyed to Josephine Thompson by Deed recorded November 8, 1934, as Entry No. 748204, in Book 142, at page 141, of Official Records; thence South 0 Degrees 00 Minutes 28 Seconds West 566.68 feet; thence South 89 Degrees 56 Minutes 11 Seconds West 99.23 feet; thence North 0 Degrees 02 Minutes 00 Seconds West 566.68 feet to the point of BEGINNING.

Excepting therefrom that portion of the above property described in that certain Warranty Deed recorded November 8, 1934, as Entry No. 748204, in Book 142, at page 141, of Official Records, as that portion as is now occupied by right of way of main line of San Pedro, Los Angeles and Salt Lake Railroad, being a strip 1.75 rods in width, off the West of said Lot 10, aforesaid.

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\$ \_\_\_\_\_  
UTAH TITLE  
DEP \_\_\_\_\_  
Rebecca Gray  
REBECCA GRAY

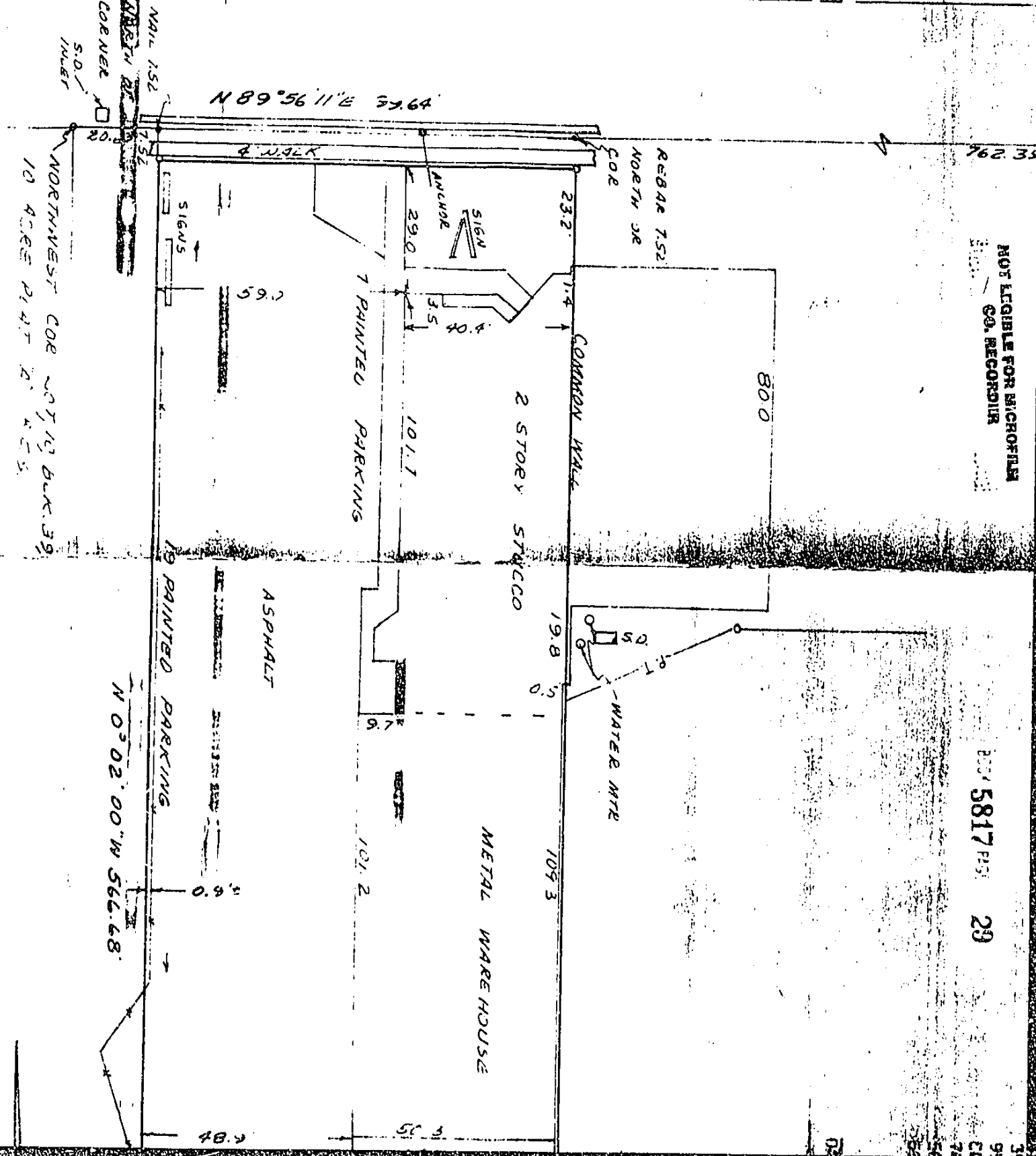
SEP 17 1 05 PM '66

KATHIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH



EXHIBIT "C"

LINE 210 SOUTH ST. 589°58'51"E 1584.90 MEASURED 1584.51 RECORD



NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

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