

When recorded, please return to:  
Gary Doctorman, Esq.  
50 West Broadway, Fourth Floor  
Salt Lake City, Utah 84101

1700  
4702782  
17 NOVEMBER 88 11:30 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: DOROTHY SINFIELD, DEPUTY

RECIPROCAL EASEMENT AGREEMENT

4702782

In consideration of the covenants and conditions hereafter expressed, this Reciprocal Easement ("Agreement") is entered into by and between Ford Enterprises, a Utah general partnership, whose address is 1904 East 5150 South SLC UT 84117, whose general partners are Judy Foote, Nancy Warner, Rose Ford, and Frankie Ford (these parties shall be collectively referred to as the parties having an interest in the "Ford Property"), A.D.H., a Utah limited partnership, whose address is Highland, UT 84003, with A. Dean Harding as general partner, Jeana Vuksinick, Jill Kendall, Mark Kendall, Robert Harding, and Judy Harding as limited partners, Edwin Summers, whose address is 1050 South Main Willard UT 84340, and Wasatch Bank of Pleasant Grove, whose address is Pleasant Grove, UT, (these parties shall be collectively referred to as the parties having an interest in the "Harding Property"). The parties represent and agree as follows:

1. Ford Enterprises is the fee simple title owner of the following real property (hereafter referred to as the "Ford Property"):

Beginning 765.28 feet West and 40 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Meridian, West 60 feet; North 00°04'58" West 160 feet, more or less; North 89°56'54" East 60 feet; South 00°04'58" East 160 feet, more or less, to the beginning.

2. A.D.H., a Utah limited partnership with A. Dean Harding as the general partner, is the fee simple owner of the

A79630

following real property (hereafter referred to as the "Harding Property"):

Beginning at a point 825.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 60 feet along the North line of 3500 South Street; thence North 0°04'58" West 167 feet, more or less, to the South line of the property conveyed to Capital Industries, Inc., a Utah corporation, by Special Warranty Deed, recorded July 14, 1972, as Entry No. 2470188, in Book 3102, at Page 64, of official records; thence North 89°56'54" East 60 feet along said South line; thence South 0°04'58" East 167 feet, more or less, to the point of beginning.

Less and excepting therefrom the Southerly 7 feet as conveyed to Salt Lake County by Special Warranty Deed, recorded in Book 3814, at Page 45 in the Salt Lake County Recorder's office.

3. A.D.H., a Utah limited partnership, on September 15, 1986 granted Wasatch Bank of Pleasant Grove a trust deed on the Harding Property and Wasatch Bank of Pleasant Grove is the trustee and beneficiary of such trust deed in connection with the Harding Property.

4. A.D.H. has sold but has not recorded its transfer in the Harding Property to Jeana Vuksinick, Jill Kendall, Mark Kendall, Robert Harding, and Judy Harding ("Contract Sellers").

5. The Contract Sellers sold the fee simple interest in the Harding Property on a real estate contract to Edwin Summers. Notice of such contract has not yet been recorded.

6. The parties who have an interest in the Ford Property and the parties who have an interest in the Harding Property wish to provide for a 30 foot driveway easement across an existing vacant area that is presently only improved with asphalt. The easement which will benefit the Ford Property and the Harding Property is described as follows:

Beginning 815.28 feet West and 40 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Meridian; thence West 30 feet; thence North 00°04'58" West 160 feet more or less; thence North 89°56'54" East 30 feet; thence South 00°04'58" East 160 feet more or less to the point of beginning.

This property shall hereafter be referred to as the "Easement."

7. A.D.H., a Utah limited partnership, the Contract Sellers, and Wasatch Bank of Pleasant Grove shall have no rights to use the Easement unless they obtain possessory rights to the Harding Property.

8. The tenants, licensees, invitees and those entities owning the possessory rights to the Ford Property and the Harding Property shall have a right-of-way at all times in common with each other for motor vehicles and pedestrians to cross over the Easement. The parties may park motor vehicles on the Easement provided that such parking does not unreasonably interfere with the other party's use of their building or property adjacent to the Easement.

BOOK 6082 PAGE

6

9. In order to continue the use of the Easement, each party and their successors shall maintain and keep in good repair the Easement and shall cooperate and share the cost of keeping the Easement asphalted, free and clear of snow, ice, rubbish and obstructions of every nature, and shall provide adequate drainage. No obstructions shall be erected or permitted upon the Easement which will in any way interfere with the rights granted by this Agreement.

10. This Agreement shall continue for a term of 40 years from the date hereof. It shall continue thereafter until a party who owns a fee interest in the Harding Property or the Ford Property records with the county recorder an abandonment of the Easement.

11. The Easement created hereby and agreement herein contained shall be easements, restrictions and covenants running with the land and shall enure to the benefit and be binding upon the parties hereto, their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Ford Property and the Harding Property and all persons claiming under them.

12. No assignment shall be necessary to assign the rights to any subsequent fee owner but the rights under this Agreement shall run with the land and may not be separated therefrom.

13. The rights of Wasatch Bank of Pleasant Grove under this Agreement shall cease and have no further effect upon the reconveyance of their September 15, 1986 Trust Deed, recorded as Entry No. 4319674, in Book 5819, at Page 1913. The interests of A.D.H., a Utah limited partnership with A. Dean Harding as general partner, and the Contract Sellers shall cease and terminate upon Edwin Summers or his successors or assigns paying in full the contract purchase price and a deed being recorded to the real property in the name of Edwin Summers or his successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Reciprocal Easement Agreement to be executed by authority duly given as of this 19 day of OCTOBER, 1988.

FORD ENTERPRISES, a Utah  
general partnership

By Judy Foote  
JUDY FOOTE  
General Partner

By Nancy Warner  
NANCY WARNER  
General Partner

By Rose Ford  
ROSE FORD  
General Partner

By Frankie Ford  
FRANKIE FORD  
General Partner

A.D.H., a Utah limited  
partnership

By A. Dean Harding  
A. DEAN HARDING  
General Partner

Deana Vuksinick  
DEANA VUKSINICK

Jill Kendall  
JILL KENDALL

Mark Kendall  
MARK KENDALL

acknowledged to me that he/she is the officer or agent of the corporation as above specified and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said officer or agent acknowledged to me that said corporation executed the same.

My Commission Expires:

11-18-91

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 19th day of October, 1988, before me personally appeared Edwin Summers, the signer of the above instrument, who duly acknowledged that he executed the same.

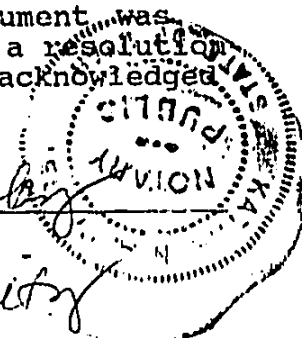
My Commission Expires:

10-14-91

Kathryn Crosby  
NOTARY PUBLIC

Residing at:

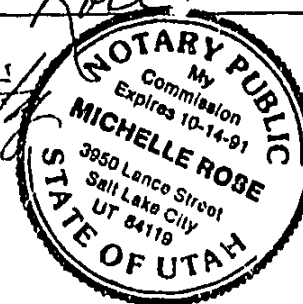
Salt Lake City



Michelle Rose  
NOTARY PUBLIC

Residing at:

Salt Lake City



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

On the 28 day of October, 1988, before me personally appeared Mark Kendall, the signer of the above instrument, who duly acknowledged that he executed the same.

My Commission Expires:

11-18-91

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

On the 27 day of October, 1988, before me personally appeared Robert Harding, the signer of the above instrument, who duly acknowledged that he executed the same.

My Commission Expires:

11-18-91

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

On the 28 day of October, 1988, before me personally appeared Judy Harding, the signer of the above instrument, who duly acknowledged that she executed the same.

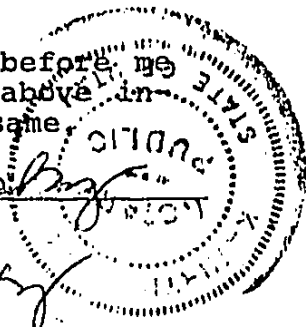
My Commission Expires:

11-18-91

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

On the 8 day of Nov, 1988, personally appeared before me, VERD BAILEY, the Exec Vice Pres of Wasatch Bank of Pleasant Grove, the signer of the above instrument, who being personally known to me or whose identity was proved to me, duly acknowledged to me that he/she executed the same and the executing officer being duly sworn

Kathryn Crosby  
NOTARY PUBLIC  
Residing at:  
Salt Lake City



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NOTARY PUBLIC  
Residing at:  
Salt Lake City



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NOTARY PUBLIC  
Residing at:  
Salt Lake City



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

On the 27 day of October, 1988, personally appeared before me, A. Dean Harding, the General Partner of A.D.H., a Utah limited partnership, the signer of the above instrument, who being personally known to me or whose identity was proved to me, duly acknowledged to me that he/she executed the same and the executing officer being duly sworn acknowledged to me that he/she is the officer or agent of the partnership as above specified and that said instrument was signed in behalf of said partnership by authority duly given and said officer or agent acknowledged to me that said partnership executed the same.

My Commission Expires:

11-18-91

Kathryn Crosby  
NOTARY PUBLIC

Residing at: Salt Lake City

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

On the 27 day of October, 1988, before me personally appeared Jeana Vuksinick, the signer of the above instrument, who duly acknowledged that she executed the same.

My Commission Expires:

11-18-91

Kathryn Crosby  
NOTARY PUBLIC

Residing at: Salt Lake City

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

On the 28 day of October, 1988, before me personally appeared Jill Kendall, the signer of the above instrument, who duly acknowledged that she executed the same.

My Commission Expires:

11-18-91

Kathryn Crosby  
NOTARY PUBLIC

Residing at: Salt Lake City



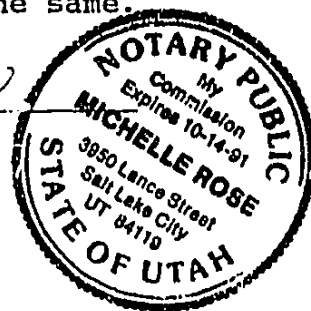
said partnership by authority duly given and said officer or agent acknowledged to me that said partnership executed the same.

My Commission Expires:

10-14-91

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

*Michelle Rose*  
NOTARY PUBLIC  
Residing at:  
*Salt Lake City*



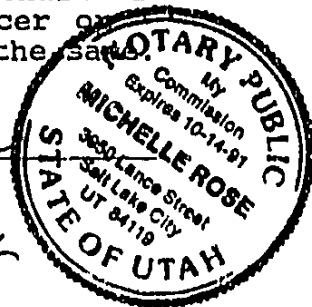
On the 11<sup>th</sup> day of November, 1988, personally appeared before me, Rose Ford, a General Partner of Ford Enterprises, a Utah general partnership, the signer of the above instrument, who being personally known to me or whose identity was proved to me, duly acknowledged to me that he/she executed the same and the executing officer being duly sworn acknowledged to me that he/she is the officer or agent of the partnership as above specified and that said instrument was signed in behalf of said partnership by authority duly given and said officer or agent acknowledged to me that said partnership executed the same.

My Commission Expires:

10-14-91

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

*Michelle Rose*  
NOTARY PUBLIC  
Residing at:  
*Salt Lake City*

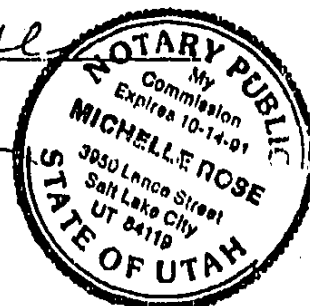


On the 10<sup>th</sup> day of November, 1988, personally appeared before me, Frankie Ford, a General Partner of Ford Enterprises, a Utah general partnership, the signer of the above instrument, who being personally known to me or whose identity was proved to me, duly acknowledged to me that he/she executed the same and the executing officer being duly sworn acknowledged to me that he/she is the officer or agent of the partnership as above specified and that said instrument was signed in behalf of said partnership by authority duly given and said officer or agent acknowledged to me that said partnership executed the same.

My Commission Expires:

10-14-91

*Michelle Rose*  
NOTARY PUBLIC  
Residing at:  
*Salt Lake City*



WASATCH BANK OF PLEASANT GROVE

By Ann Bailey

Its Eve V.P.

Edwin Summers  
EDWIN SUMMERS

Robert Harding  
ROBERT HARDING

Judy Harding  
JUDY HARDING

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

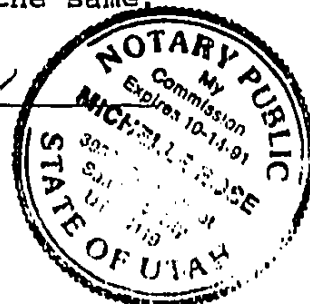
On the 11th day of November, 1988, personally appeared before me, Judy Foote, a General Partner of Ford Enterprises, a Utah general partnership, the signer of the above instrument, who being personally known to me or whose identity was proved to me, duly acknowledged to me that he/she executed the same and the executing officer being duly sworn acknowledged to me that he/she is the officer or agent of the partnership as above specified and that said instrument was signed in behalf of said partnership by authority duly given and said officer or agent acknowledged to me that said partnership executed the same.

My Commission Expires:

10-14-91

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

Michelle Rose  
NOTARY PUBLIC  
Residing at:  
Salt Lake City



On the 14th day of November, 1988, personally appeared before me, Nancy Warner, a General Partner of Ford Enterprises, a Utah general partnership, the signer of the above instrument, who being personally known to me or whose identity was proved to me, duly acknowledged to me that he/she executed the same and the executing officer being duly sworn acknowledged to me that he/she is the officer or agent of the partnership as above specified and that said instrument was signed in behalf of

BOOK 6082 PAGE 13