

PLANN. NO. 1016 - 0 4th Fl., 44 - 21st St., New York - Salt Lake City

EXHIBIT "A"

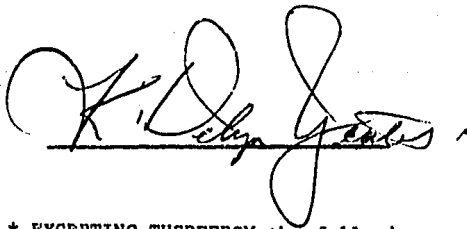
As part of the consideration for this transaction Grantor and Grantee herein have agreed to the following restrictions as they pertain to the hereinafter described property:

Grantor herein agrees not to sale, lease or sub-lease to an entity whose operation consists of the sale of motor fuels from pumps and/or convenience store items. This restriction to run with the land for a period of twenty years or until such time as Grantor has no interest in the subject property.

COMMENCING at a point 19 rods East of the Northwest corner of Section 36, Township 1 South, Range 2 West, Salt Lake Meridian, and running thence South 208 feet; thence West 130 feet; thence North 208 feet; thence East 130 feet to the point of beginning.

LESS AND EXCEPTING that portion deeded to the Utah Department of Transportation in Warranty Deed dated October 29, 1986, recorded December 29, 1986 as Entry No. 4373904, in Book 5857, Page 2508 of Official Records.

COMMENCING at the Northwest corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence East 183.5 feet; thence South 208 feet; thence East 130 feet; thence South 233.024 feet; thence West 19 rods; thence North 441.024 feet to the point of beginning.*



* EXCEPTING THEREFROM the following:

BEGINNING on the South line of 3500 South Street at a point which lies North 89° 59' 10" East 68.00 feet and South 00° 12' 50" East 40.00 feet from the Northwest Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89° 59' 10" East along said South line 210.50 feet; thence South 00° 12' 50" East 165.00 feet; thence South 89° 59' 10" West 225.50 feet to the East line of 5600 West Street; thence North 00° 12' 50" West along said East line 150.00 feet; thence North 44° 53' 09" East 21.18 feet to the point of beginning.

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Exhibit "B":

ACCESS EASEMENT AGREEMENT

THIS EASEMENT GRANT, dated this 19 day of May, 1989 is between YEATES PRIEST AND COMPANY INC. and/or its assigns (hereinafter "Yeates/Priest") and CONOCO INC. (hereinafter "Conoco"). The following statements are a material part of this Easement Agreement:

A. Yeates/Priest is, or at the time of recording this agreement will be, the owner of a tract of land described as Parcel 1 on Exhibit A, attached.

B. Conoco is, or at the time of recording this agreement will be, the owner of a tract of land described as Parcel 2 on Exhibit A, attached.

C. Yeates/Priest and Conoco wish to grant to and receive from each other access easement over and across those portions of their respective tracts as described herein.

D. Yeates/Priest intends on assigning this agreement.

Therefore, in consideration of the covenant contained in this Access Easement Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENT FOR INGRESS AND EGRESS

Conoco grants and conveys to Yeates/Priest a perpetual, non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress, to and from parcel 1, appurtenant to Parcel 1, over, upon and across that portion of Parcel 2 described as Parcel 6 and parcel 7 on Exhibit A, attached. Yeates/Priest grants and conveys to Conoco a perpetual, non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress, to and from parcel 2, appurtenant to Parcel 2, over, upon and across that portion of Parcel 1 described as Parcel 5 and Parcel 8 on Exhibit A, attached. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or excavation shall be made upon the easement area without prior written approval.

2. MAINTENANCE

Conoco and Yeates/Priest covenant and agree to maintain in good condition and repair, or cause to be maintained and kept in repair, the driveways and other common areas situated on their respective properties. The obligation of Conoco and Yeates/Priest to maintain, repair and keep in repair the driveways and other common areas

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shall, without limiting the generality thereof, include the following:

A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and

C. Maintaining any perimeter walls in good condition and state of repair.

3. COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION

Conoco and Yeates/Priest covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities and expense and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of, or in any way related to, Conoco or Yeates/Priest failure to maintain their respective properties in a safe condition. Conoco and Yeates/Priest shall give prompt and timely notice of any claim made, or suit or action commenced, against the other party which would in any way result in indemnification under this Easement Agreement.

4. MAINTENANCE EXPENSES

Conoco and Yeates/Priest further covenant and agree to pay the expense of maintaining and repairing the ingress, egress and other common areas situated on their respective parcels, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such taxes or assessments, so long as the rights of the other party shall not be jeopardized by the deferring of payment.

5. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about of substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the

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other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

6. COVENANTS RUNNING WITH LAND

The rights contained within this Easement Agreement shall run with the land and inure to, and be for the benefit of, the parties, their successors and assigns, customers and business invitees of such parties.

7. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either parcel takes place, the transferror will not be liable for a breach of this agreement occurring after a transfer, except that each shall remain liable if it transfers its interest to a licensee or subsidiary corporation.

8. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to each is carried out.

9. NOTICE

Conoco's address is:

Yeates/Priest address is:

Conoco Inc.
6855 South Havana Street
Suite 510
Englewood, Colorado 80112

Yeates Priest & Co. Inc.
563 West 500 South
Suite #300
Bountiful, Utah 84010

Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

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10. Yeates/Priest reserves the right to assign this Agreement to a future owner of parcel 1.

To indicate their consent to this agreement, Conoco and Yeates/Priest, or their authorized officers or representatives, have signed this document.

YEATES PRIEST AND CO. INC.


K. DELYN YEATES


R. SCOTT PRIEST

CONOCO INC.

By: _____

(Print Name)

its _____

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10. Yeates/Priest reserves the right to assign this Agreement to a future owner of parcel 1.

To indicate their consent to this agreement, Conoco and Yeates/Priest, or their authorized officers or representatives, have signed this document.

YEATES PRIEST AND CO. INC.


E. DELLYN YEATES


A. SCOTT PRIEST

CONOCO INC.

By: 

R.D. Amen

(Print Name)

its Real Estate Representative

-PCOR COPY-
CO. RECORDED

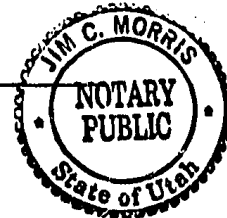
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STATE OF UTAH)
:ss
COUNTY OF DAVIS)

I, Jim C Morris, a Notary Public in and for the state aforesaid, DO HEREBY CERTIFY that K. DELYN YEATES and R. SCOTT PRIEST, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19 day of May 1989.

Jim C Morris
Notary Public



My Commission Expires:

10-30-91

STATE OF Utah)
COUNTY OF Salt Lake)ss

On May 19th, 1989, Before Me, David R. MacFarlane, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared R. D. Amen, Attorney-in-Fact or Real Estate Agent of Conoco Inc., known to me to be the person who executed the within instrument on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same, and also known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact or Real Estate Agent of said corporation, and he acknowledged to me that he subscribed the name of said Conoco Inc. thereto as principal and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal in the county aforesaid the day and year in this certificate first above written.

David R. MacFarlane
Notary Public in and for the
County of Salt Lake
St. Utah

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PARCEL #1

CROSS - TRAFFIC EASEMENT

Beginning at a point which lies North 89° 59' 10" East 278.50 feet and South 00° 12' 50" East 40.00 feet from the Northwest Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89° 59' 10" East 20.00 feet; thence South 00° 12' 50" East 61.00 feet; thence South 89° 59' 10" West 20.00 feet; thence North 00° 12' 50" West 61.00 feet to the point of beginning. Contains 1,220.0 S.F.

PARCEL #2

CROSS - TRAFFIC EASEMENT

Beginning at a point which lies North 89° 59' 10" East 278.50 feet and South 00° 12' 50" East 40.00 feet from the Northwest Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00° 12' 50" East 61.00 feet; thence South 89° 59' 10" West 20.00 feet; thence North 00° 12' 50" East 61.00 feet; thence North 89° 59' 10" East 20.00 feet to the point of beginning. Contains 1,200 S.F.

PARCEL #3

CROSS - TRAFFIC EASEMENT

Beginning at a point which lies North 89° 59' 10" East 73.00 feet and South 00° 12' 50" East 220.00 feet from the Northwest Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 00° 12' 50" West 12.50 feet; thence North 89° 59' 10" East 25.00 feet; thence South 00° 12' 50" East 12.50 feet; thence South 89° 59' 10" West 25.00 feet to the point of beginning. Contains 312.5 S. F.

PARCEL #4

CROSS - TRAFFIC EASEMENT

Beginning at a point which lies North 89° 59' 10" East 73.00 feet and South 00° 12' 50" East 220.00 feet from the Northwest Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89° 59' 10" East 25.00 feet; thence South 00° 12' 50" East 12.50 feet; thence South 89° 59' 10" West 25.00 feet; thence North 00° 12' 50" West 12.50 feet to the point of beginning. Contains 312.5 S.F.

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