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WHEN RECORDED, MAIL TO:

Thomas G. Bennett  
Edwards, McCoy & Kennedy  
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Salt Lake City, Utah 84101-1610

2200

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26 SEPTEMBER 90 04:55 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: BEVERLY CARTER, DEPUTY

RECIPROCAL GRANT OF EASEMENTS FOR ACCESS AND PARKING

This Reciprocal Grant of Easements For Access and Parking is made and entered into this 25 day of September, 1990, by and between ZIONS FIRST NATIONAL BANK, a national banking association ("Zions") and HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership ("Heartland").

Recitals

A. Zions is the owner of certain real property situated in West Valley City, Salt Lake County, Utah, and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Zions Property").

B. Heartland is the owner of certain real property and improvements situated in West Valley City, Salt Lake County, Utah, and more particularly described in Exhibit "B" which is attached hereto and incorporated herein by this reference (the "Heartland Property").

C. To insure that the Owners, Occupants and Permittees of the Zions Property and the Heartland Property will have and continue to have adequate access to, egress from and parking relating to their respective Properties, Zions and Heartland now desire to establish and grant reciprocal easements pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, promises and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. In addition to the definitions set forth above, as used herein the terms set forth below shall have the following meanings:

1.1 "Occupant". The term "Occupant" as to each Property shall mean the Owner and any person from time to time entitled to the use and occupancy of any part of such Property under any lease, license or concession agreement, or other instrument or arrangement under which Occupant acquires his status as such.

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1.2 "Owner". The term "Owner" means and refers to Zions, with respect to the Zions Property, and Heartland, with respect to the Heartland Property, and the respective assigns, successors in interest, and others claiming by, through or under such present Owner.

1.3 "Permittee". The term "Permittee" shall mean and refer to all Occupants and all customers, employees and other business invitees of Occupants.

1.4 "Properties". The term "Properties" shall mean and refer to the Heartland Property and the Zions Property. The term "Property" may refer to either one of the Properties, as the context may suggest.

## 2. Grant of Easements.

2.1 Grant of Easements by Heartland. Heartland hereby grants and creates the following easements:

(a) Pedestrian Access. A non-exclusive easement, appurtenant to the Zions Property, over that portion of the Heartland Property which is more particularly described in Exhibit "C", which is attached hereto and incorporated herein by this reference (the "Zions Easement"), for the purpose of pedestrian traffic of the Owners, Occupants and Permittees of the Zions Property; limited, however, to uses or purposes connected with or incidental to the use of the Zions Property. The easement hereby established is an easement over those portions of the Zions Easement which are available for general use, or which are designated from time to time by the Owner of the Heartland Property as being appropriate areas for pedestrian traffic.

(b) Vehicular Access. A non-exclusive easement, appurtenant to the Zions Property, over the Zions Easement for the purpose of automobile, light truck and other vehicular traffic of the Owners, Occupants and Permittees of the Zions Property; limited, however, to uses or purposes connected with or incidental to the use of the Zions Property. The easement hereby established is an easement over those portions of the Zions Easement which are designated from time to time by Heartland, or any subsequent Owner of the fee interest in the Zions Easement, as roadways or drives for vehicular use. The purpose of this easement is to provide an easement for vehicular travel between the Zions Property and adjacent public streets, as well as between the Zions Property and the Heartland Property.

(c) Parking. A non-exclusive easement, appurtenant to the Zions Property, for parking of automobiles, motorcycles, light trucks and other non-commercial vehicles, for the non-exclusive use of the Owners, Occupants and Permittees of the Zions Property; limited, however, to uses or purposes connected with or incidental to the use of the Zions Property. The easement hereby established is an easement over those portions of the Zions Easement which are designated as parking spaces therein; provided, that the Owner of the fee interest in the property comprising the Zions Easement may, from time to time in its sole discretion, change the number and location of the parking spaces on the Zions Easement.

(d) Scope of Easements. The easements granted in this Section 2.1 shall be limited to pedestrian and vehicular traffic and parking incidental to the operation of the bank to be constructed on the Zions Property, and shall be used in a manner consistent with the operation of such bank (or any similar replacement thereof). The easements herein granted shall be limited to the extent required by any long term (25 years or more) ground lease existing as of the date hereof with respect to the Heartland Property, or any portion thereof.

2.2 Grant of Easements by Zions. Zions hereby grants and creates the following easements:

(a) Pedestrian Access. A non-exclusive easement appurtenant to the Heartland Property, over that portion of the Zions Property which is more particularly described in Exhibit "D", which is attached hereto and incorporated herein by this reference (the "Heartland Easement"), for the purpose of pedestrian traffic of the Owners, Occupants and Permittees of the Heartland Property; limited, however, to uses or purposes connected with or incidental to the use of the Heartland Property. The easement hereby established is an easement over those portions of the Heartland Easement as are provided or available for general use or may be made available and designated from time to time for pedestrian access by the Owners of the property comprising the Heartland Easement.

(b) Vehicular Access. A non-exclusive easement, appurtenant to the Heartland Property, over the Heartland Easement for the purpose of automobile, light truck and other vehicular traffic of the Owners, Occupants and Permittees of the Heartland Property; limited, however, to uses or purposes connected with or incidental to the use of the Heartland Property. The easement hereby established is an easement over those portions of the Heartland Easement which are designated from time to time

by Heartland, or any subsequent Owner of the Heartland Property, as roadways or drives for vehicular use. The purpose of this easement is to provide an easement for vehicular travel between the Heartland Property and adjacent public streets, as well as between various portions of the Heartland Property.

(c) Parking. A non-exclusive easement, appurtenant to the Heartland Property, for parking of automobiles, motorcycles, light trucks and other non-commercial vehicles, for the non-exclusive use of the Owners, Occupants and Permittees of the Heartland Property; limited, however, to uses or purposes connected with or incidental to the use of the Heartland Property. The easement hereby established is an easement over those portions of the Heartland Easement which are designated, from time to time, as parking spaces by Heartland.

3. Mutual Covenants.

3.1 Covenant of Access. There shall at all times be free access between the Zions Property and the Heartland Property and such access between the Properties will not be prohibited or substantially impaired, except in the case of emergency repairs or any other temporary event. In furtherance of the foregoing provisions, and not by way of limitation, no hedge, fence, wall, retaining wall or other barrier will be constructed which would totally separate the Properties and prevent access from one Property to the other.

3.2 Easements Non-exclusive. Subject to the rules and regulations adopted for the use of such areas as provided in this Agreement, the use of all easements provided for in this Agreement will, in each instance, be non-exclusive, and for the use and benefit of the Owners, and to the extent the Owners may see fit to permit the same, for the use and benefit of Occupants or Permittees.

4. Maintenance of Easement Areas.

The Owners of each Property will maintain the easements within its ownership or control and all improvements thereon and keep them in good condition and repair, clean and free of rubbish and other hazards to persons using such areas. Each such Owner shall bear the cost and expense of maintaining its own Property, including the easement area included thereon. Such maintenance will include, without limitation:

(a) Maintenance of the driving surfaces level, smooth, and evenly covered with the type of surfacing material originally installed, or such substitute as will

be substantially equal to it in quality, appearance and durability.

(b) Removal of papers, debris, filth, snow and refuse from such Property, and washing or thoroughly sweeping paved areas as necessary and consistent with the other access drives and parking areas on the Heartland Property.

5. Duration, Extinguishment, Continuation and Modification.

5.1 Duration. This Agreement and each easement, covenant, restriction and undertaking of this Agreement shall be perpetual in duration, unless earlier modified or terminated by the mutual agreement of all Owners of the Properties on which the easements granted herein are situated.

5.2 Modification. This Agreement and any provision, covenant, condition or restriction contained herein may be terminated, extended, modified or amended by unanimous consent of the Owners of the Properties. No termination, extension, modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the Office of the Recorder of Salt Lake County, State of Utah. No such amendment, modification, extension or termination of this Agreement will affect the rights of any mortgagee under a mortgage or the trustee or beneficiary under any deed of trust constituting a lien on any portion of the Properties, unless the mortgagee, or beneficiary and trustee consent to such, nor will any amendment, modification, extension or termination be effective against such mortgagee, trustee or beneficiary subsequent to its securing title to its encumbered Property by foreclosure, trustee's deed or deed in lieu of foreclosure, unless the mortgagee, or trustee and beneficiary has consented in writing.

5.3 Approval of Parties in Possession. No lessee, licensee or other person having a possessory interest, other than those referred to in Section 5.2, will be required to join in the execution of or consent to any act of the parties in interest taken subject to this Article 5.

6. Not a Public Dedication.

Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Heartland Property or the Zions Property to the general public or for the use by or benefit of the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to and for the purpose expressed herein.

7. Miscellaneous.

7.1 Run With Land. Each and all of the easements, restrictions and rights granted or created herein are appurtenances to the applicable Properties, and none of the easements, restrictions and rights may be transferred, assigned or encumbered except as an appurtenance to such Properties. For the purposes of the easements, restrictions and rights set forth herein, the Property benefitted will constitute the dominant estate, and the particular area in the Properties which respectively are burdened by such easements, restrictions and rights will constitute the servient estate.

7.2 Subject to Existing Encumbrances. The easements, rights and interests granted or created herein are subject to all covenants, conditions, restrictions, easements, encumbrances and other matters of record with respect to the Properties as of the date this instrument is filed for record in the Office of the Salt Lake County Recorder.

7.3 Interest of Parties. Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature) are made for the direct, mutual and reciprocal benefit of each Property, and (i) will create mutual equitable servitudes upon each Property in favor of the other Property; (ii) will constitute covenants running with the land; (iii) will bind every person having any fee, leasehold or other interest in any portion of such Property at any time, or from time to time, to the extent that such portion is affected or bound by the covenant, restriction, condition or provision in question; and (iv) will inure to the benefit of the Owners and their respective successors and assigns as to each Property.

7.4 Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.5 Attorneys' Fees. In the event of a breach or other dispute between the parties in the performance or interpretation of this Agreement, or otherwise arising out of or relating to this Agreement, the prevailing party in such dispute, whether pursued through litigation or otherwise, shall be entitled to recover from the other party all of its costs and expenses incurred in connection with such dispute, including reasonable attorneys' fees actually incurred.



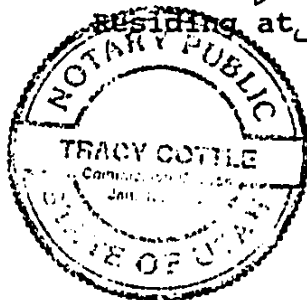
STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 25<sup>th</sup>  
day of September, 1990, by Michael L. Nielsen  
the President of Heartland West Valley Commercial  
Limited Partners.

My Commission Expires:

1-13-92

Tracy Cottle  
NOTARY PUBLIC  
Residing at Salt Lake County



heldi/barlow/westvall/easement.zio



EXHIBIT "A"

Description of Zions Property

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of 2700 West Street; being 650.124 feet South  $0^{\circ}00'44''$  West along the East line of said Northwest Quarter and 33.00 feet South  $89^{\circ}56'30''$  West from the Northeast corner of said Northwest quarter of Section 33; running thence South  $89^{\circ}56'30''$  West 167.00 feet; thence North  $0^{\circ}00'44''$  East 97.00 feet; thence North  $89^{\circ}56'30''$  East 167.00 feet; thence South  $0^{\circ}00'44''$  West 97.00 feet to the point of beginning.

EXHIBIT "B"

Description of Heartland Property

PARCEL 1:

A parcel of land located in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian; being further described as follows:

Beginning at a point South  $89^{\circ}53'20''$  West 330.000 feet along the North line of the Northwest quarter of said Section 33, and South  $00^{\circ}00'44''$  West 48.000 feet from the North quarter corner of said Section 33; thence South  $00^{\circ}00'44''$  West 272.000 feet; thence North  $89^{\circ}53'20''$  East 297.000 feet to the Westerly right of way line of 2700 West Street; said Westerly right of way line being 33.000 feet Westerly of and parallel to the centerline of 2700 West Street, said centerline being the North/South center section line of said Section 33; thence South  $00^{\circ}00'44''$  West 495.095 feet; thence South  $89^{\circ}56'30''$  West 498.900 feet to the Easterly right of way line of Market Street; thence North  $00^{\circ}00'20''$  East 142.384 feet to the beginning of a 526.660 foot radius curve to the left bearing to radius point being North  $89^{\circ}59'40''$  West; thence along the arc of said curve 183.992 feet through a central angle of  $20^{\circ}01'00''$  to the beginning of a 466.660 foot radius curve to the right bearing to radius point being North  $69^{\circ}59'20''$  East; thence along the arc of said curve 163.031 feet through a central angle of  $20^{\circ}01'00''$ ; thence North  $89^{\circ}53'20''$  East 119.961 feet; thence North  $00^{\circ}00'44''$  East 284.122 feet; thence North  $89^{\circ}53'20''$  East 142.000 feet to the point of beginning. Basis of bearing being the North line of the Northwest quarter of said Section 33, which has a bearing of South  $89^{\circ}56'20''$  West.

LESS AND EXCEPTING THEREFROM the following described property:

Beginning at a point on the West line of 2700 West Street; being 650.124 feet South  $0^{\circ}00'44''$  West along the East line of said Northwest Quarter and 33.00 feet South  $89^{\circ}56'30''$  West from the Northeast corner of said Northwest quarter of Section 33; running thence South  $89^{\circ}56'30''$  West 167.00 feet; thence North  $0^{\circ}00'44''$  East 97.00 feet; thence North  $89^{\circ}56'30''$  East 167.00 feet; thence South  $0^{\circ}00'44''$  West 97.00 feet to the point of beginning.

PARCEL 2:

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East Line of Market Street, being 592.000 feet South  $89^{\circ}53'20''$  West and 273.952 feet South  $00^{\circ}00'20''$  West from the Northeast corner of said quarter section; and running thence North  $89^{\circ}53'20''$  East 119.968 feet; thence South  $00^{\circ}00'44''$  West 58.170 feet; thence South  $89^{\circ}53'20''$  West 119.961 feet to said east line; thence North  $00^{\circ}00'20''$  East 58.170 feet along said East line to the point of beginning.

PARCEL 3:

Beginning at a point which is South  $0^{\circ}00'44''$  West 228.00 feet and South  $89^{\circ}53'20''$  West 50.00 feet from the North Quarter corner of Section 33, T.1 S, R.1 W, S.L.B. & M. and running thence South  $0^{\circ}00'44''$  West 92.00 feet; thence South  $89^{\circ}53'20''$  West 280.00 feet; thence North  $0^{\circ}00'44''$  East 92.00 feet; thence North  $89^{\circ}53'20''$  East 280.00 feet to the point of beginning.

EXHIBIT "C"

Description of Zions Easement

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of 2700 West Street; being 450.25 feet South  $0^{\circ}00'44''$  West along the East line of said Northwest Quarter and 33.00 feet South  $89^{\circ}53'20''$  West from the Northeast Corner of said Northwest Quarter of Section 33; running thence South  $89^{\circ}53'20''$  West 173.31 feet; thence South  $0^{\circ}06'40''$  East 364.69 feet; thence North  $89^{\circ}56'30''$  East 172.52 feet to said West line of 2700 West Street; thence North  $0^{\circ}00'44''$  East 24.00 feet; thence South  $89^{\circ}56'30''$  West 148.57 feet; thence North  $0^{\circ}06'40''$  West 116.00 feet; thence North  $89^{\circ}56'30''$  East 148.82 feet to the West line of 2700 West Street; thence North  $0^{\circ}00'44''$  East 25.00 feet along said West line; thence South  $89^{\circ}56'30''$  West 167.00 feet; thence North  $0^{\circ}00'44''$  East 97.00 feet; thence North  $89^{\circ}56'30''$  East 167.00 feet to the West line of 2700 West Street; thence North  $0^{\circ}00'44''$  East 102.85 feet to the point of beginning.

EXHIBIT "D"

Description of Heartland Easement

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point being 650.124 feet South  $0^{\circ}00'44''$  West along the East line of said Northwest Quarter and 167.00 feet South  $89^{\circ}56'30''$  West from the Northeast Corner of said Northwest Quarter of Section 33; running thence South  $89^{\circ}56'30''$  West 33.00 feet; thence North  $0^{\circ}00'44''$  East 97.00 feet; thence North  $89^{\circ}56'30''$  East 33.00 feet; thence South  $0^{\circ}00'44''$  West 97.00 feet to the point of beginning.