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6164548

AFTER RECORDING RETURN TO:

HV10MD, L.C.  
C/O Robert J. Moore - Consolidated Realty  
175 East, 400 South, Suite 710  
Salt Lake, City, UT 84111

09/13/95 6164548 3:16 PM 24.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: B GRAY DEPUTY - WI

**SETBACK EASEMENT AGREEMENT**

This Setback Easement Agreement (the "Agreement") is made this 2 day of Sept, 1995 by Grand Central, Inc. a Utah corporation ("Grantor") in favor of HV10MD, L.C. a Utah limited liability corporation. ("Grantee")

**RECITALS**

- A. Grantor is the owner of a certain parcel of real property legally described on Exhibit B ("Servient Estate").
- B. Grantee is the owner of a certain parcel of real property legally described on Exhibit A ("Dominant Estate").
- C. Grantee has requested and Grantor desires to grant to Grantee a perpetual, exclusive setback easement on a 20-foot wide strip of land on the Servient Estate located directly adjacent to and to the north and the east of the Dominant Estate, under the terms and conditions herein.

**AGREEMENT**

In consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Recitations. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
- 2. Grant of Easement. Grantor hereby grants to Grantee, and its successors and assigns, a perpetual exclusive setback easement ("Easement") on the surface of a strip of land 20-feet wide on the Servient Estate which is directly adjacent to the south boundary line of the Dominant Estate, and which extends from the southerly extension of the western boundary line of the Dominant Estate to the southerly extension of the eastern boundary line of the Dominant Estate, and on the surface of a strip of land 20-feet wide on the Servient Estate which is directly adjacent to the east boundary line of the Dominant Estate, and which extends from the easterly extension of the south boundary line of the Dominant Estate to the easterly extension of the southern boundary line of the Dominant Estate (the "Easement Area").

BK 7226 PG 2099

3. Purpose. The purpose of the Easement granted herein is to permit Grantee to utilize the Easement Area to comply with applicable building setback requirements as now or may hereafter be imposed by the City of West Valley City ("City"). Grantor agrees not to install, erect, or construct any structure on the Easement Area which may interfere with Grantee's use of the Easement Area for building setback purposes.

4. Binding Effect. The covenants contained in this Agreement are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest.

5. Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including appellate fees) and court costs.

6. Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

DATED as of the day and year first above written.

GRANTOR:

GRAND CENTRAL, INC. a Utah Corporation

By Scott L. Wiggel

Its Vice President

GRANTEE:

HV10MD, L.C. a Utah Limited Liability Corporation

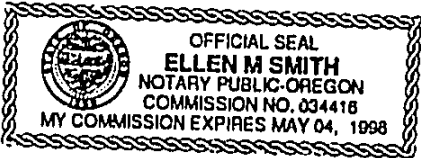
By [Signature]

Its MEMBER

WAS:17:egs

STATE OF Oregon  
COUNTY OF Multnomah } ss.

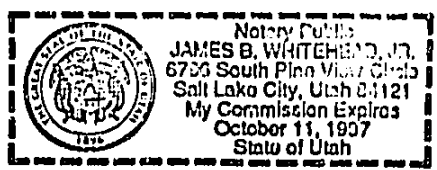
On this 8 day of Sept, 1995, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Scott Wappel to me known to be the person who signed as Vice President of Grand Central, the Utah corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation and was authorized to execute said instrument on behalf of the corporation.



Ellen M Smith  
NOTARY PUBLIC for \_\_\_\_\_, residing at Sandy OR  
My Appointment Expires: 5/4/98

STATE OF Utah  
COUNTY OF Salt Lake } ss.

On this 12th day of September, 1995, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Robert T. Moore to me known to be the person who signed as Member of HVIOND LC, the Utah corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation and was authorized to execute said instrument on behalf of the corporation.



James Whitehead Jr  
NOTARY PUBLIC for \_\_\_\_\_, residing at Provo UT  
My Appointment Expires: 10-11-97

BK 7226 PG 2101

# EXHIBIT A

## DESCRIPTION

Beginning at a point on the South line of 3500 South Street, said point being South 89°56'54" West along the section line 672.25 feet and South 00°03'06" East 40.00 feet from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°03'06" East 215.00 feet; thence South 89°56'54" West 170.00 feet; thence North 00°03'06" West 215.00 feet to the South line of said 3500 South Street; thence North 89°56'54" East along said South line 170.00 feet to the point of beginning.

TOGETHER WITH the appurtenant undivided interest in the "Common Areas" and "Access Easements", as defined and described in the Declaration of Covenants, Conditions, Restrictions and Easements, dated March 28, 1995 and recorded April 4, 1995 as Entry No. 6053813 in Book 7127 at page 1660 of Official Records.

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BK 7226 PG 2102

Exhibit B  
DESCRIPTION

PARCEL 1:

BEGINNING at a point on the South right of way line of 3500 South Street, said point being South  $39^{\circ}56'54''$  West along the section line 515.00 feet and South  $0^{\circ}01'50''$  East 40.00 feet from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South  $0^{\circ}01'50''$  East 295.00 feet; thence North  $89^{\circ}56'54''$  East 475.00 feet to the West right of way line of 4000 West Street; thence South  $0^{\circ}01'50''$  East along said West line 94.00 feet; thence South  $89^{\circ}56'54''$  West 290.00 feet; thence South  $0^{\circ}01'50''$  East 132.00 feet; thence South  $89^{\circ}56'54''$  West 40.00 feet; thence South  $0^{\circ}01'50''$  East 233.60 feet; thence North  $89^{\circ}56'54''$  East 330.00 feet to the West right of way line of 4000 West Street; thence South  $0^{\circ}01'50''$  East along said West line 195.39 feet to the Northeast corner of the Woodcove No. 1 Subdivision; thence South  $89^{\circ}58'10''$  West along the North lines of the Woodcove No. 1 & No. 2 Subdivisions, 878.85 feet; thence North  $0^{\circ}01'50''$  West 200.75 feet; thence South  $89^{\circ}58'10''$  West 93.63 feet; thence North  $0^{\circ}00'06''$  East and along the West side of a brick building 258.20 feet; thence South  $89^{\circ}56'54''$  West 24.68 feet; thence North  $0^{\circ}01'50''$  West 312.68 feet; thence North  $89^{\circ}56'54''$  East 13.65 feet; thence North  $0^{\circ}02'11''$  West 178.00 feet to the South right of way line of 3500 South State Street; thence North  $89^{\circ}56'54''$  East along said South line 508.35 feet to the point of BEGINNING.

ALONG WITH:

PARCEL 2:

BEGINNING at a point on the South right of way line of 3500 South Street, said point being South  $89^{\circ}56'54''$  West along the Section Line 1170.00 feet and South  $0^{\circ}01'50''$  East 40.00 feet from the Northeast Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North  $89^{\circ}56'54''$  East along said South line 32.65 feet; thence South  $0^{\circ}02'11''$  East 178.00 feet; thence North  $89^{\circ}56'54''$  East 100.35 feet; thence South  $0^{\circ}01'50''$  East 312.68 feet; thence North  $89^{\circ}56'54''$  East 24.68 feet; thence South  $0^{\circ}00'06''$  West and along the West side of a brick building 258.20 feet; thence South  $89^{\circ}58'10''$  West 307.52 feet to the East right of way line (as constructed) of 4200 West Street; thence North  $0^{\circ}01'50''$  West along said West line 570.76 feet; thence North  $89^{\circ}56'54''$  East 150.00 feet; thence North  $0^{\circ}01'50''$  East 178.00 feet to the point of BEGINNING.

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Exhibit B

ALONG WITH:

PARCEL NO. 3:

BEGINNING at a point on the East right of way line (as constructed) of 4000 West Street, said point being South 89°56'54" West along the Section Line 1320.00 feet and South 0°01'50" East 788.76 feet from the Northeast Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°58'10" East 401.15 feet; thence South 0°01'50" East 200.75 feet to the North line of the Woodcove No. 2 Subdivision; thence South 89°58'10" West 401.15 feet; thence North 0°01'50" West and along a portion of the said East line of 4000 West Street 200.75 feet to the point of BEGINNING.

EXCEPTING:

Beginning at a point on the South line of 3500 South Street, said point being South 89°56'54" West along the section line 672.25 feet and South 00°03'06" East 40.00 feet from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°03'06" East 215.00 feet; thence South 89°56'54" West 170.00 feet; thence North 00°03'06" West 215.00 feet to the South line of said 3500 South Street; thence North 89°56'54" East along said South line 170.00 feet to the point of beginning.

TOGETHER WITH the appurtenant undivided interest in the "Common Areas" and "Access Easements", as defined and described in the Declaration of Covenants, Conditions, Restrictions and Easements, dated March 28, 1995 and recorded April 4, 1995 as Entry No. 6053818 in Book 7127 at page 1660 of Official Records.

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