

6216451

ATC-D-170607 / D-172481

AFTER RECORDING MAIL TO:

City of South Salt Lake  
220 East Morris Avenue  
Suite 200, Salt Lake City, Ut. 84115  
Attn: Karen Rynearson, Recorder

6216451  
11/17/95 4:36 PM\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY:D KILPACK DEPUTY - WI

**RECIPROCAL NON-EXCLUSIVE ACCESS EASEMENT**

This RECIPROCAL NON-EXCLUSIVE ACCESS EASEMENT (hereafter "Agreement") is made and entered into as of the 15<sup>th</sup> day of November, 1995, by and among THE CITY OF SOUTH SALT LAKE, a municipal corporation in the State of Utah, and THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH SALT LAKE, a municipal building authority, (hereafter jointly referred to as "South Salt Lake") whose addresses are 220 East Morris Avenue, South Salt Lake City, Utah 84115, and BOYER SOUTH SALT LAKE ASSOCIATES, a limited partnership (hereafter "Boyer") whose address is 127 South 500 East, Suite 310 Salt Lake City, Utah 84102. The above referenced parties to this Agreement are simultaneous grantors and grantees of the non-exclusive access easements provided for herein. Also, the above referenced parties to this Agreement are referred to collectively herein as the "Parties".

**R E C I T A L S:**

A. The City of South Salt Lake and the Municipal Building Authority of South Salt Lake are the joint owners of record of a building and parcel of real property located at approximately Morris Avenue and 200 East Street in South Salt Lake, which parcel is described in Exhibit "A" hereto (the "South Salt Lake Property").

B. Boyer is the owner of record of a building and parcel of real property described in Exhibit "B" hereto (the "Boyer Property") which borders on the east of the South Salt Lake Property.

C. Prior to South Salt Lake's purchase of the South Salt Lake Property, Boyer held title to both the Boyer Property and the South Salt Lake Property, and vehicles and pedestrians relating to the Boyer Property used for access certain portions of the South Salt Lake Property, and likewise, vehicles and pedestrians relating to the Salt Lake Property used for access certain portions of the Boyer Property.

BK7273PG0545

D. In order to provide the access, ingress and egress described herein for the Parties and Benefitted Parties (defined below) the Parties are willing, and have agreed, to grant and convey to each other certain non-exclusive private easements of ingress and egress as described herein and in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to, and intending to be legally bound hereby, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are incorporated by this reference and made a part of this Agreement as if set forth in their entirety.

2. Grant of Non-Exclusive Easements.

A. South Salt Lake hereby grants and conveys to Boyer, subject to all matters of record in the office of the Salt Lake County Recorder, for the use and benefit of (1) the Parties; (2) all of each of the Parties' tenants, subtenants, guests, employees, agents, licensees and other invitees; and (3) each of the Parties' heirs, successors, transferees, assignees and grantees, (hereafter the "Benefitted Parties"):

(a) A perpetual non-exclusive private easement for ingress by vehicular traffic over, across and along the real property described in Exhibit "1" hereto;

(b) A perpetual non-exclusive private easement for ingress and egress by vehicular traffic over, across and along the real property described in Exhibit "2" hereto;

(c) A perpetual non-exclusive private easement for ingress and egress by pedestrian traffic over, across and along the real property described in Exhibit "3" hereto.

The easements described in this subparagraph 2. A. shall be appurtenant to and shall run with the Boyer Property, the parcel of real property described in Exhibit "B".

B. Boyer hereby grants and conveys to South Salt Lake, subject to all matters of record in the office of the Salt Lake County Recorder, for the use and benefit of the Benefitted Parties:

(a) A perpetual non-exclusive private easement for egress by vehicular traffic over, across and along the real property described in Exhibit "4" hereto;

(b) A perpetual non-exclusive private easement for ingress and egress by pedestrian traffic over, across and along the real property described in Exhibit "5" and Exhibit "6" hereto.

The easements described in this subparagraph 2. B. shall be appurtenant to and shall run with the South Salt Lake Property, the parcel of real property described in Exhibit "A".

C. Exhibit "C", a survey map, shows the intent of the Parties regarding the subject easements and easement areas, and generally shows the subject easement areas as outlined with a heavy dashed line, and refers to the easement areas using the same numbering used above.

D. In the event any foreclosure, including without limitation a foreclosure of any existing encumbrance(s), defeats one or more of the subject easements, the relevant Party, or if applicable such Party's successor in interest, shall upon demand of the other Party or its successors, execute and deliver to the other Party, or if applicable to such other Party's successors in interest, a Non-Exclusive Easement document identical to this one, provided that the relevant Party, or if applicable such Party's successor in interest, also executes and executes and delivers the same document.

E. The Parties hereby accept the above-referenced grant and conveyance of easements.

3. Covenants to Run With the Land. The subject easements in favor of a Party shall be appurtenant to that Party's owned real property as described in Exhibits "A" and "B" and shall run with the land and shall be binding upon the granting Party and each of their successors and assigns, and shall burden each of the granting Parties' owned real property as described in Exhibits "A" and "B".

4. Mortgagee Protection. The easements granted in favor a Party hereby shall inure to the benefit of a mortgagee or trust deed beneficiary ("Secured Party") with a security interest in the real property of that Party described herein. A foreclosure by a Secured Party of its interest in any of the real property described in Exhibits "A" or "B" shall not extinguish the easements granted herein and such easements shall survive and remain appurtenant to the real property in favor of which it was granted. In the event this paragraph or any portion thereof is determined to be invalid or unenforceable, the remaining provisions of this document shall remain in full force and effect.

5. Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which a Party is required or desires to give to another Party shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, addressed to the other Party at the

following address, or such other address as indicated in writing by such party:

If to South Salt Lake, addressed to:

Mayor, City of South Salt Lake  
220 East Morris Avenue  
South Salt Lake City, Utah 84115

with a copy to:

City Attorney, City of South Salt Lake  
220 East Morris Avenue  
South Salt Lake City, Utah 84115

If to Boyer, addressed to:

The Boyer Company, L.C.  
General Partner, Boyer South Salt Lake Associates  
127 South 500 East, Suite 310  
Salt Lake City, Utah 84101

6. Amendment. This Agreement may be modified or amended only by a written instrument executed by the Parties and/or all their successors, as applicable (for and on behalf of the Benefitted Parties).

7. Costs, Expenses and Remedies. In the event of any dispute with respect to any of the covenants or agreements contained herein, the prevailing Party shall be entitled to recover from the other Party(ies) all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided by the Agreement or the laws of the State of Utah, whether such remedy is pursued by filing a suit or otherwise.

8. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah. This Agreement has been arrived at through negotiations and is the product of drafting by all parties hereto. Any rule of construction construing an agreement against its drafter is waived.

9. Binding Agreement. This Agreement shall be binding upon all of the assigns, grantees and successors in interest to all of

the Parties, and shall remain in full force and effect until amended as provided herein.

10. Further Assurances. The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Attest:

Karen Rynearson  
Recorder

Date signed 11-15-95

THE CITY OF SOUTH SALT LAKE

By [Signature]  
Its [Signature]

THE MUNICIPAL BUILDING AUTHORITY OF  
THE CITY OF SOUTH SALT LAKE, UTAH

Date signed 11/14/95

By [Signature]  
Its CARR

Karen Rynearson  
Secretary-Treasurer  
11-15-95

BOYER SOUTH SALT LAKE ASSOCIATES  
By THE BOYER COMPANY, L.C., its  
General Partner

Date signed \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

the Parties, and shall remain in full force and effect until amended as provided herein.

10. Further Assurances. The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Attest:

Karen Rymearson  
Recorder

Date signed 11-15-95

Karen Rymearson  
Secretary-Treasurer  
11-15-95

Date signed 11-15-95

THE CITY OF SOUTH SALT LAKE

By Nancy J. Fitts  
Its MANAGER

THE MUNICIPAL BUILDING AUTHORITY OF  
THE CITY OF SOUTH SALT LAKE, UTAH

By \_\_\_\_\_  
Its \_\_\_\_\_

BOYER SOUTH SALT LAKE ASSOCIATES, LTD,  
By THE BOYER COMPANY, L.C., its  
General Partner

Date signed 11-15-95

By Kenn E. Anderson  
Its MANAGER

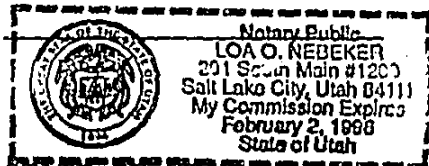
STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

On this 15th day of November 1995, personally appeared before me Randy G. FITTS, who being by me duly sworn did say, that he, the said ~~Mayor~~ Randy G. FITTS is the Mayor of the City of South Salt Lake and that the within and foregoing instrument was signed on behalf of said municipal corporation, that he has authority to execute this agreement on behalf of said municipal corporation and said Randy G. FITTS duly acknowledged to me that said municipal corporation executed the same.

My Commission Expires:

Loa O. Nebeker  
NOTARY PUBLIC

Residing at S.L.C. Utah



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

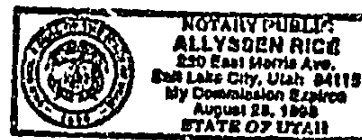
On this 14th day of November, 1995, personally appeared before me Douglas Mottatt, who being by me duly sworn did say, that he, the said Douglas Mottatt is the CHAIR of the Municipal Building Authority of the City of South Salt Lake and that the within and foregoing instrument was signed on behalf of said municipal building authority, that he has authority to execute this agreement on behalf of said municipal building authority and said Douglas Mottatt duly acknowledged to me that said municipal building authority executed the same.

My Commission Expires:

Allyson Rice  
NOTARY PUBLIC

Residing at Salt Lake County

8/28/98



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

On this 15th day of November, 1995, personally appeared before me Kem C. Gardner, who being by me duly sworn did say, that he, the said Kem C. Gardner is the MANAGER of THE BOYER COMPANY, L.C. and that the within and foregoing instrument was signed on behalf of said Boyer South Salt Lake Associates, Inc. as the general partner of BOYER SOUTH SALT LAKE ASSOCIATES, that he has authority to execute this agreement on behalf of the corporation and BOYER SOUTH SALT LAKE ASSOCIATES and said Kem C. Gardner duly acknowledged to me that said Boyer South Salt Lake Associates, Inc. and BOYER SOUTH SALT LAKE ASSOCIATES executed the same.

My Commission Expires:

8-19-99

[Signature]  
NOTARY PUBLIC

Residing at Salt Lake County Utah

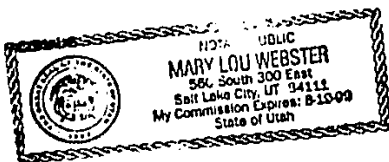




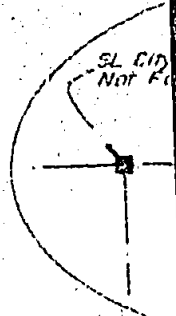
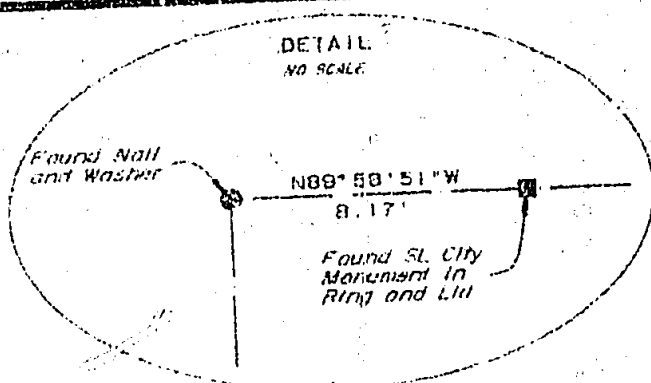
EXHIBIT "A"  
(Description of Real Property Purchased by Buyers)

Beginning at a point on the South line of Morris Avenue, said point being 300.42 feet N 89°58'09" W (Deed - N 89°59'36" W) along the lot line, and 110.63 feet N 00°12'39" E and 253.10 feet N 89°58'18" W (Deed - N 89°59'43" W) from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey and running thence S 00°12'39" W 397.88 feet; thence N 89°57'46" W (Deed - N 89°59'18" W) 230.51 feet, more or less, to a point 33.00 feet perpendicularly distant West of the East line of Lot 4 of said Block 41; thence N 00°09'47" E 168.69 feet; thence S 89°58'09" E (Deed - S 89°59'18" E) 33.00 feet to a point on the East line of said Lot 4; thence N 00°09'47" E 229.16 feet, more or less, along said Lot line and the East line of Lot 5 to a point on the South line of Morris Avenue; thence S 89°58'18" E (Deed - S 89°59'43" E) along said South line, 197.85 feet, more or less to the Point of Beginning. Containing 1.933 acres.

EXHIBIT "B"  
(Description of real property retained by Boyer)

Beginning at a point on the South line of Morris Avenue, said point being 300.42 feet N89°58'09"W (Deed-N89°59'36"W) along the lot line, and 110.63 feet N00°12'39"E from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence S00°12'39"W 110.63 feet; thence N89°58'09"W (Deed-N89°59'36"W) 3.28 feet; thence S00°12'39"W 287.10 feet; thence N89°57'46"W (Deed-N89°59'18"W) 249.82 feet; thence N00°12'39"E 397.69 feet; thence S89°58'17"E (Deed-S89°59'43"E) 253.10 feet to the Point of Beginning. Containing 2.290 acres

EXHIBIT "C"  
(Survey map showing easement parcels)



**2100 SOUTH STREET**  
 (NAIL & WASHER TO RUSTED NAIL)  
 N89°58'51\"/>

Found Nail & Washer  
 Marked "Bush & Guggell"  
 half Lake City"

66.00'

	564.861 (MEAS) 564.582 (ARP)	722.228 (MEAS) 721.924 (ARP)	755.242 (MEAS) 754.924 (ARP)	36.35
10	37.47	565.007 (MEAS) 564.715 (ARP)	10	565.180 (MEAS)
10	574.887 (MEAS) 574.592 (ARP)	575.012 (MEAS) 574.715 (ARP)	11	575.166 (MEAS)
7			12	
6			13	

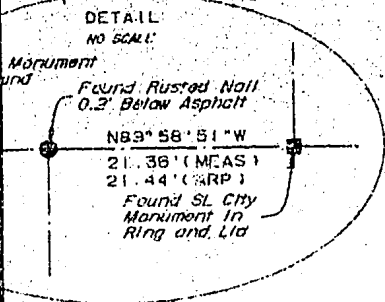
TREET  
 57.083 (ARP) 4659.35 (MEASURED)

SCALE: " = 300'

BK7273PG0556

EXHIBIT "C"

BK7273PG0557



FOUND REBAR & CAP  
MARKED "BBG 127636"

FOUND RIVET

Found Rusted Nail  
0.2' Below Asphalt  
Replaced With PK Nail

BOYER SOUTH  
SALT LAKE

LOCKWOOD  
SUBDIVISION

77 76 75 74

P.O.B. PARCEL # 2  
SET REBAR & ALUMINUM CAP  
MARKED "ESI ENGINEERING"  
3.4' WEST OF FENCE CORNER

SET REBAR & ALUMINUM CAP  
MARKED "ESI ENGINEERING"  
FOUND REBAR & CAP MARKED  
"BBG 127636" 0.10' SOUTH

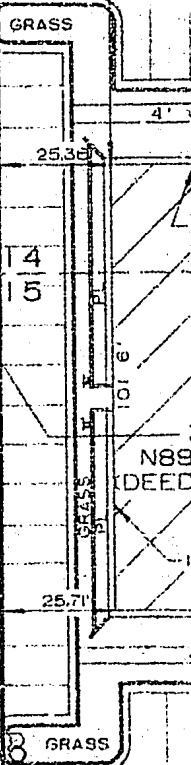
011 012  
(DEED S89°59'43"E)  
S89°58'09"E

REDEVELOPMENT  
AGENCY OF SOUTH  
SALT LAKE CITY  
020

118.55' 85.00' 118.55'  
OVERHEAD POWER LINE  
ASPHALT  
PARCEL # 2  
85.00'  
N89°58'09"W  
(DEED N89°59'43"W)

6' CHAIN LINK FENCE  
4' CONCRETE WATERWAY  
ASPHALT  
6' ASPHALT CURB  
200 EAST STREET  
N00°09'47"E

229.16'  
25.36'  
4.5'  
4.5'  
4.5'  
101.6'  
25.71'



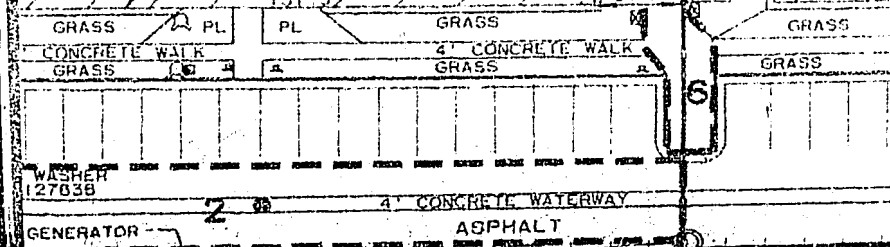
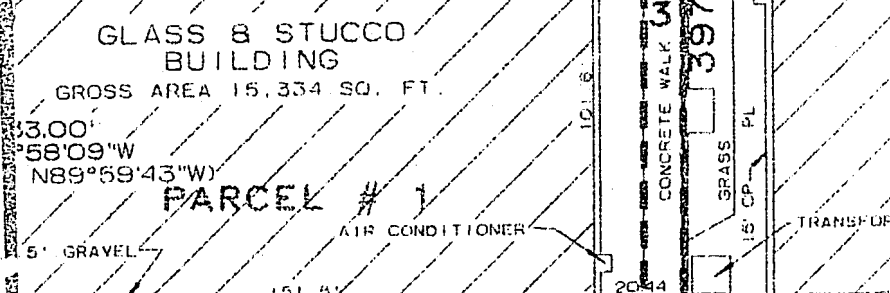
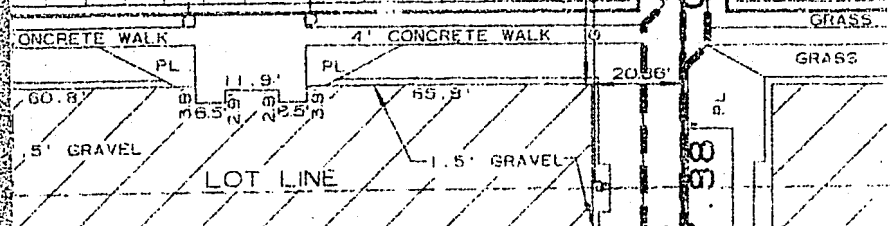
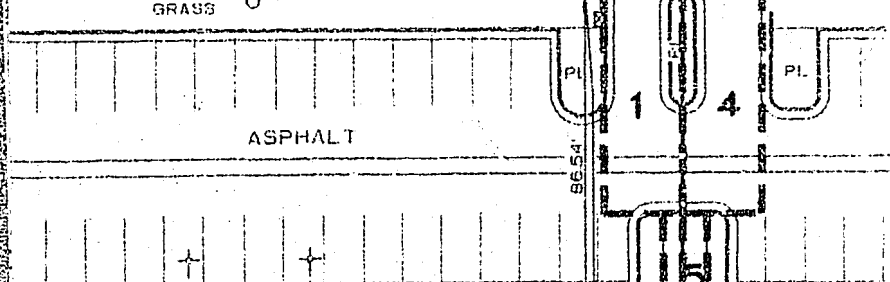
SET REBAR & ALUMINUM CAP  
MARKED "ESI ENGINEERING"  
FOUND REBAR & CAP MARKED  
"BBG 127636" 0.12 SOUTH

OAKLAND

33.00'

ARRIS AVENUE

P.O.B. PARCEL # 1  
SET LEAD PLUG  
(DEED - S89°59'43"E)  
9°58'18"E [197-85]



N89°58'18"E  
(DEED N

BK 7273 PG 0558

To the City of Salt Lake  
Utah, and to the  
County of Salt Lake  
Utah, which it is  
Detailed and  
established  
accuracy by  
Date: Nov 19

TH SALT LAKE  
19

PARCEL # 1  
Begin  
point being  
lot line  
(Deed - N89°58'18"E)  
Ten Acre P  
397.88 feet  
or less, to

W 253.10'  
9°59'43"W)

N00°12'39"E 110.63'

(DEED N89°59'36"W)  
N89°58'09"W 300.42' 14

SURVEYOR'S CERTIFICATE

15

of South Salt Lake, Boyer South Salt Lake Associates,  
Associated Title Company.

to certify that this map or plot and the survey on  
based were made in accordance with "Minimum Standard  
Requirements for ALTA/ACSM Land Title Surveys", jointly  
and adopted by ALTA and ACSM in 1992; and meets the  
requirements of a Class A Survey as defined therein.

per 10, 1995.

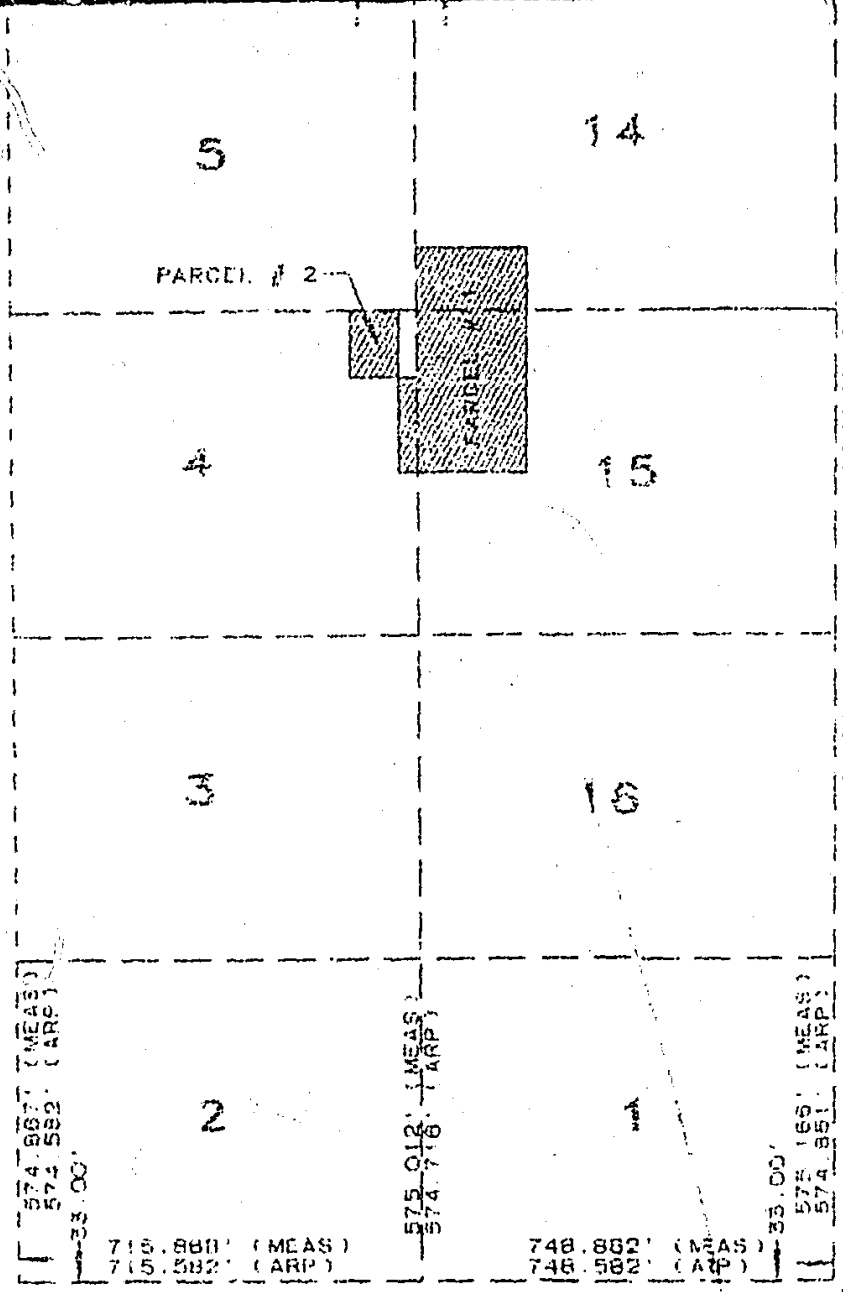
Robin Eric Beasley  
Utah License No. 172861

PROPERTY DESCRIPTION

ing at a point on the South line of Morris Avenue, said  
300.42 feet N89 58'09"W (Deed - N89 59'36"W) along the  
and 110.63 feet N00 12'39"E, and 253.10 feet N89 58'18"W  
59'43"W) from the Southeast Corner of Lot 14, Block 41,  
at "A", Big Field Survey, and running thence 300 12'39"W  
thence N89 57'46"W (Deed - N89 59'18"W) 230.51', more  
a point 33.00 feet perpendicularly distant West of the

BK7213 pg 559

STATE S  
BASIS OF BEARING NO°05'E 46'



Fourth St. County  
Grass Co. in  
Ring S. Ltd

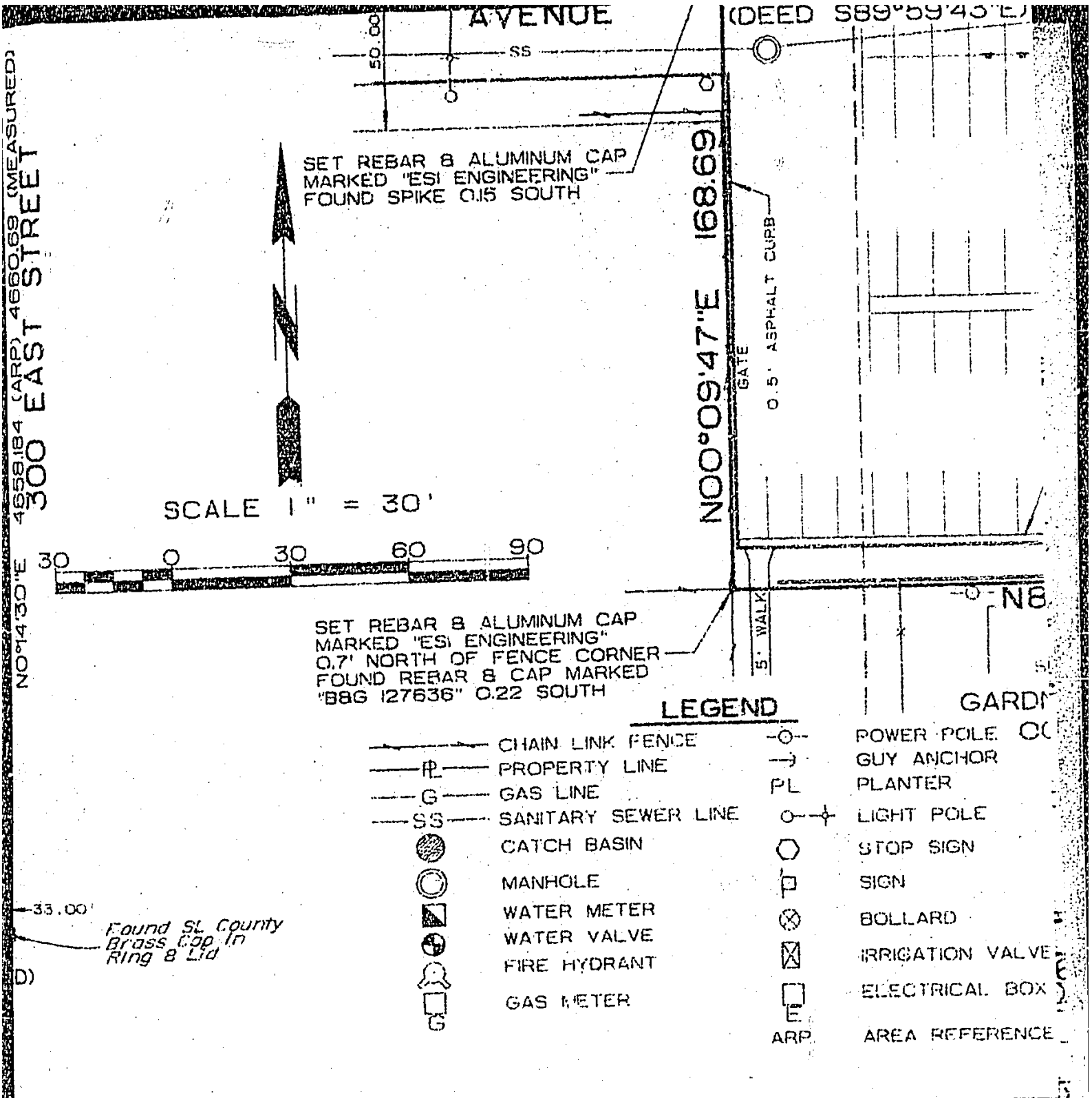
S89°56'05"E 1563.073' (ARP) 1563.66' (MEASURE)

2700 SOUTH STREET

REVISION	DATE	BY	DESCRIPTION	DESIGN	REF
1	11/78	REB	ADDED DEED CALLS	DRAWN	SRS
2	11/79	SRS	INDICATED POINTS SET IN FIELD	CHECKED	REB
				DATE	NOV. 7, 1995
				SDR	#237

DK71273PG0560





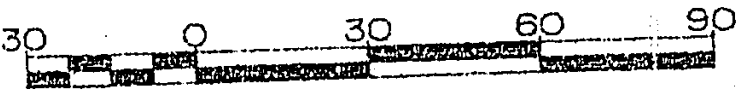
4658184 (ARP) 466069 (MEASURED)  
 300 EAST STREET  
 N0°14'30"E

AVENUE

(DEED S89°59'43"E)

SET REBAR & ALUMINUM CAP  
 MARKED "ESI ENGINEERING"  
 FOUND SPIKE 0.15 SOUTH

SCALE 1" = 30'



SET REBAR & ALUMINUM CAP  
 MARKED "ESI ENGINEERING"  
 0.7' NORTH OF FENCE CORNER  
 FOUND REBAR & CAP MARKED  
 "B8G 127636" 0.22 SOUTH

N00°09'47"E 168.69'

0.5' ASPHALT CURB

5' WALK

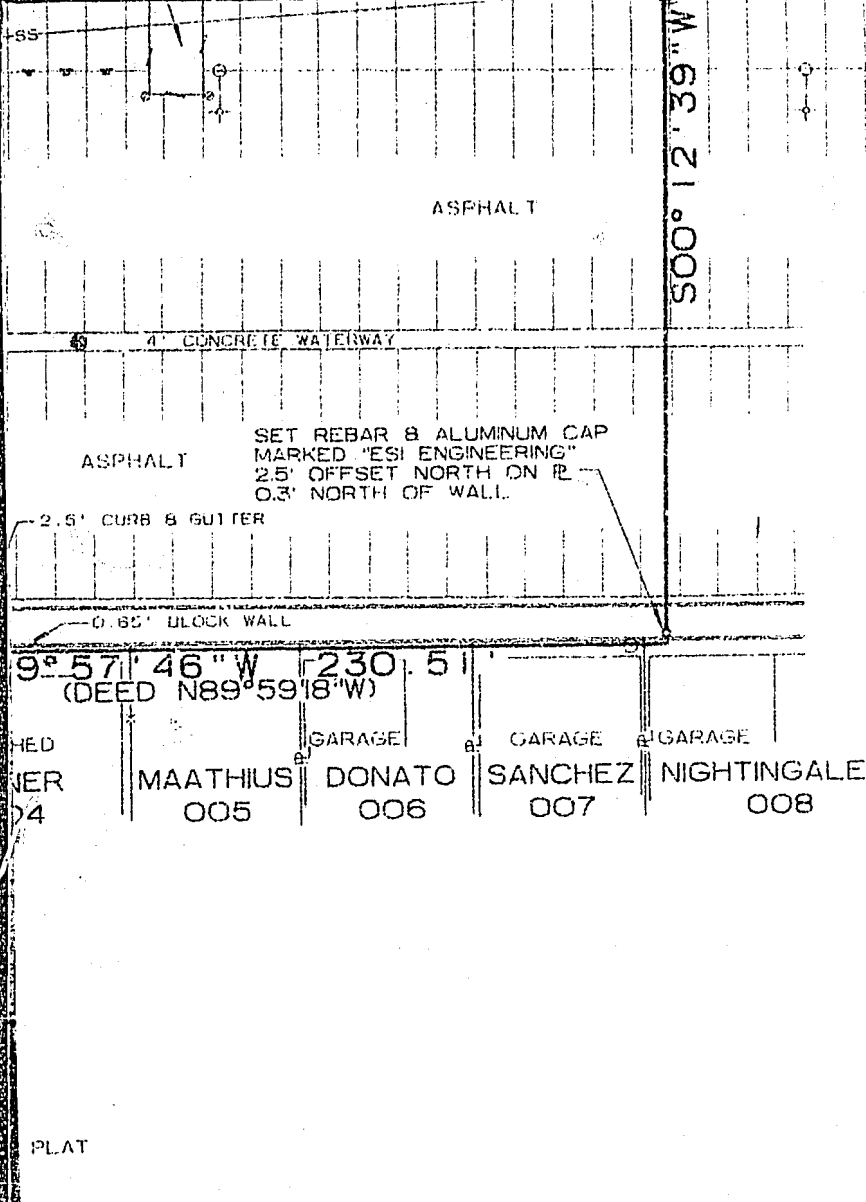
**LEGEND**

- |           |                     |       |                  |
|-----------|---------------------|-------|------------------|
| — — — — — | CHAIN LINK FENCE    | ○ — — | POWER POLE       |
| — — — — — | PROPERTY LINE       | →     | GUY ANCHOR       |
| — — — — — | GAS LINE            | PL    | PLANTER          |
| — — — — — | SANITARY SEWER LINE | ○ — + | LIGHT POLE       |
| ●         | CATCH BASIN         | ○     | STOP SIGN        |
| ○         | MANHOLE             | □     | SIGN             |
| ◻         | WATER METER         | ⊗     | BOLLARD          |
| ⊕         | WATER VALVE         | ⊗     | IRRIGATION VALVE |
| ⊕         | FIRE HYDRANT        | □     | ELECTRICAL BOX   |
| ⊕         | GAS METER           | ARP   | AREA REFERENCE   |

33.00'  
 Found SL County  
 Brass Cap In  
 Ring & Lid

LTA/ASCM LAND TITLE SURVEY  
 LOCATED IN THE  
 SW 1/4 of Section 19,  
 T1S, R1E, SLB&M

BK7273PG0561



BOYER SOUTH

feet; thence on the East more or less point on the S89°59'43" to the Point

PARCEL 2:  
Begin point being Northeast of Survey, said Lockwood Survey West line 1 N89°58'09"W thence NOC Lockwood Survey said South

The plat the property

A Salt State Street Bush and Co 2100 South of the "Prop Area Referer "A". The points, as for this intersection nail was for the "Proposed intersection this plat determine by proratio

The said #1 were lost of the same Lake County on January 0146).

Attested ENGINEERING properly

**SOUTH SALT LAKE CITY COMPLEX**  
240 EAST MORRIS AVENUE  
SOUTH SALT LAKE, UTAH

BK7273PG0562

... 168.09 feet  
 S89 58'09"E (Deed - S99 59'18"E) 33.00 feet to a point  
 line of said Lot 4; thence NOO 09'47"E 229.16 feet,  
 along said Lot line and the East line of Lot 5 to a  
 South line of Morris Avenue; thence S89 58'18"E (Deed  
 E), along said South line, 197.85 feet, more or less,  
 of Beginning.  
 Containing 1.933 acres

... ng at a point on the West line of 200 East Street, said  
 33.00 feet N89 58'09"W (Deed - N89 59'43"W) from the  
 corner of Lot 4, Block 41, Ten Acre Plat "A", Big Field  
 point also being the Southeast corner of Lot 74,  
 division, and running thence S00 09'47"W along said  
 8.55 feet to the North line of Oakland Avenue, thence  
 (Deed - N89 59'43"W) along said North line 85.00 feet;  
 09'47"E 118.55 feet to a point on the South line of the  
 division, thence S89 58'09"E (Deed - S89 59'43"E) along  
 line 85.00 feet to the Point of Beginning.  
 Containing 10,077 square feet or 0.231 acre

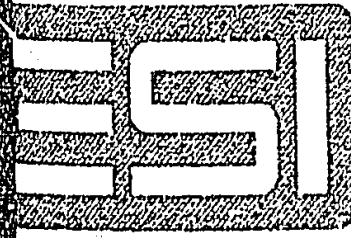
**NARRATIVE**

... pose of this survey was to provide an ALTA survey for  
 described hereon.

... Lake County monument was found at the intersection of  
 and 2700 South Street and a nail and washer set by  
 gell was found at the intersection of State Street and  
 Street - west of the City monument and at the position  
 used County Rivet" as shown on the Salt Lake County  
 ce Plat for Blocks 39, 40, 41, and 42, Ten Acre Plat  
 aring of NOO 05'00"E for the line between these two  
 hown on the A.R.P., was used as the Basis of Bearing  
 vey. A Salt Lake County monument was also found at the  
 of 300 East Street and 2700 South Street. A rusted  
 nd below the surface of the asphalt at the position of  
 d County Rivet", west of the City monument in the  
 of 300 East Street and 2100 South Street as shown on  
 The found survey control as described was used to  
 e block corners. The lot corners were then calculated  
 us shown hereon.

... th line of Morris Avenue and the south line of Parcel  
 ided according to Lot corner ties found on ALTA surveys  
 parcel by John L. Peterson on August 15, 1988 (Salt  
 Surveyor's File No. S88-12-0538), and Robert B. Jones  
 4, 1995 (Salt Lake County Surveyor's File No. S95-04-

... m caps, 2 1/2 inches in diameter, marked "ESI"  
 on 5/8 inch rebar 18 inches in length were set at all  
 ners except as shown hereon.



**ESI ENGINEERING**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 3500 SOUTH MAIN STREET SUITE 206  
 SALT LAKE CITY, UTAH 84115  
 (801) 263-1752

SHEET	1
OF	1
PROJECT NO.	95-237

BK7273260563

EXHIBIT "1"

An easement for ingress of vehicular traffic over the following described parcel: Beginning at a point on the South line of Morris Avenue and the East line of the Grantor's entire parcel, said point being 300.42 feet N89°58'09"W along the lot line, and 110.63 feet N00°12'39"E, and 253.10 feet N89°58'18"W from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence S00°12'39"W along said East line 51.58 feet; thence N89°47'21"W 18.00 feet; thence N00°12'39"E 51.52 feet; thence S89°58'18"E 18.00 feet to the Point of Beginning.

Containing 928 Sq Feet or 0.021 acre

EXHIBIT "2"

An easement for ingress and egress of vehicular traffic over the following described parcel: Beginning at a point on the East line of the Grantor's entire parcel, said point being 300.42 feet N89°58'09"W along the lot line, and 110.63 feet N00°12'39"E to the South line of Morris Avenue, and 253.10 feet N89°58'18"W along said South line to the Northeast corner of the Grantor's entire parcel, and 225.13 feet S00°12'39"W along the East line of the Grantor's entire parcel from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence S00°12'39"W 20.00 feet; thence N89°43'16"W 230.64 feet to a point on the West line of the Grantor's entire parcel; thence N00°09'46"E along said West line 14.96 feet; thence S89°58'18"E 33.00 feet; thence N00°09'46"E 4.90 feet; thence S89°43'16"E 197.66 feet to the Point of Beginning.

Containing 4,449 Sq Feet or 0.102 acre

EXHIBIT "3"

An easement for ingress and egress of pedestrian traffic over the following described parcel: Beginning at a point on the East line of the Grantor's entire parcel, said point being 300.42 feet N89°58'09"W along the lot line, and 110.63 feet N00°12'39"E to the South line of Morris Avenue, and 253.10 feet N89°58'18"W along said South line to the Northeast corner of the Grantor's entire parcel, and 51.58 feet S00°12'39"W along the East line of the Grantor's entire parcel from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence S00°12'39"W 171.62 feet; thence N89°47'21"W 3.84 feet; thence N00°14'44"E 18.58 feet; thence N39°37'07"W 8.29 feet; thence N00°17'42"E 125.29 feet; thence N45°08'15"E 6.46 feet; thence N00°10'20"W 16.82 feet; thence S89°47'21"E 4.50 feet to the Point of Beginning.

Containing 1,351 sq feet or 0.031 acre

EXHIBIT "4"

An easement for egress of vehicular traffic over the following described parcel: Beginning at a point on the South line of Morris Avenue and the West line of the Grantor's entire parcel, said point being 300.42 feet N89°58'09"W along the lot line, and 110.63 feet N00°12'39"E, and 253.10 feet N89°58'18"W from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence S89°58'18"E 18.00 feet along said South line; thence S00°12'39"W 51.64 feet; thence N89°47'21"W 18.00 feet to said West line; thence N00°12'39"E 51.58 feet along said West line to the Point of Beginning.

Containing 929 sq feet or 0.021 acre

EXHIBIT "5"

An easement for ingress and egress of pedestrian traffic over the following described parcel: Beginning at a point on the West line of the Grantor's entire parcel, said point being 300.42 feet N89°58'09"W along the lot line, and 110.63 feet N00°12'39"E to the South line of Morris Avenue, and 253.10 feet N89°58'18"W along said South line to the Northwest corner of the Grantor's entire parcel, and 51.58 feet S00°12'39"W along the West line of Grantor's entire parcel from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence S89°47'21"E 5.52 feet; thence S00°10'20"E 25.86 feet; thence S43°19'03"W 8.33 feet to said West line; thence N00°12'39"E 31.94 feet along said West line to the Point of Beginning.

Containing 162 sq feet or 0.004 acre



EXHIBIT "6"

An easement for ingress and egress of pedestrian traffic over the following described parcel: Beginning at a point on the West line of the Grantor's entire parcel, said point being 300.42 feet N89°58'09"W along the lot line, and 110.63 feet N00°12'39"E to the South line of Morris Avenue, and 253.10 feet N89°58'18"W along said South line to the Northwest corner of the Grantor's entire parcel, and 190.04 feet S00°12'39"W along the West line of the Grantor's entire parcel from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence S46°13'26"E 9.66 feet; thence S00°12'39"W 26.50 feet; thence N89°47'21"W 7.00 feet to said West line; thence N00°12'39"E along said West line 33.16 feet to the Point of Beginning.

Containing 209 sq feet or 0.005 acre