

22-22
6309603
RECORDED AT THE REQUEST OF:

6309603
03/21/96 2:45 PM 22-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TOM WILLIAMSON
165 S WEST TEMPLE STE.300
SLC, UT 84101
REC BY:B GRAY ,DEPUTY - WI

GRANT OF SHARED PARKING AND EASEMENTS AGREEMENT

THIS DECLARATION OF SHARED PARKING AND EASEMENTS AGREEMENT, made this 22 day of Sept, 1995, by 400 SOUTH ENTERTAINMENT PARTNERS, L.C., a Utah limited liability company (hereinafter referred to as "Developer"), and W. KALMAR ROBBINS and FARRELL L. LINES as trustees for the GOLDEN W. ROBBINS TRUST, (hereinafter referred to as "Grantee").

W I T N E S S E T H :

WHEREAS, Developer is the owner of a parcel of real property located in Salt Lake County, State of Utah, which is more particularly described in the attached Exhibit "A", (Parcel #1) which is incorporated herein by this reference and as schematically shown in the attached Exhibit "B"; and

WHEREAS, Grantees are the owner of the following parcels of real property located in Salt Lake County, State of Utah, which is more particularly described in the attached Exhibit "A", (Parcel #2) which is incorporated herein by this reference and as schematically shown in the attached Exhibit "B"; and

WHEREAS, Developer has commenced the development of Parcel #1 and will develop the same into a shopping center (the "Shopping Center"); and

WHEREAS, Developer agrees that following completion of construction of the Shopping Center developer shall provide for unobstructed access through and between Parcel #1 and Parcel #2 in an aesthetically pleasing manner; and

WHEREAS, Developer desires additional access to Shopping Center through Grantee's parcel; and

NOW, THEREFORE, Developer and Grantees hereby declare and grant as follows:

1. The above recitals are incorporated herein as though set forth in full.
2. Developer and Grantee hereby reserve to themselves, their successors and assigns and grants to the tenants of the respective parcels a non-exclusive easement over and upon the areas reserved or to be reserved for vehicular and pedestrian egress and ingress and the parking of motor vehicles of the customers, patrons, suppliers and employees of the tenants and concessionaires. Said easement shall, in the case of tenants, be appurtenant to the respective demised premises of the tenant and shall in each instance automatically terminate upon the termination of their respective leases. All of those portions of the Shopping Center (including

BK7356PG2563

driveways, turnabouts, loading areas, landscape areas, perimeter walls and fences, pedestrian walkways) which will not contain buildings shall be considered as common areas. Upon completion of the Shopping Center, Developer and Grantee further hereby declare that as long as any of said easements are in existence, no buildings, fences, walls or other obstructions shall be erected or maintained upon any portion of said parking and common areas other than customary parking lot improvements such as light standards, sign pylons, outdoor seating, and landscaping. Anything to the contrary herein contained notwithstanding, Developer and Grantee, at their own option and discretion, shall have the right to make reasonable changes in the buildings and common areas proposed to be erected on the properties.

3. Maintaining a clear view of the Shopping Center from 400 South is important for Developer's project, therefore, Grantee agrees not to materially increase the size of its building, signs, landscaping, or add any other improvements that restrict the view to Developer's project. In the event Grantee does any of the proceeding, Developer shall have the continuing option to terminate this Agreement upon thirty (30) days notice to Grantee.

4. In the event the traffic created by the 400 South entrance is too much of a hazard to Grantee's parcel, Grantee shall have the right, at its sole expense, to close said throughway between Parcel #1 and Parcel #2 and this Agreement shall terminate. Grantee shall give Developer thirty (30) days prior notice of Grantee's intent to close said throughway.

5. Developer shall repair any damage done to Grantee's building, existing parking lot and landscaping occurring during the construction of the Shopping Center. The Developer shall construct and install a standard curb between Parcel #1 and Parcel #2 (see attached Exhibit "B").

6. Grantee's entrance located on 400 South shall be marked "Entrance Only" and shall include arrows to reinforce that message.

7. The Developer shall construct the parking lot on Parcel #1 in such a manner that no storm or drain water shall come onto Grantee's parcel.

8. The owners of each parcel shall maintain the common area located on each owner's parcel in good condition and repair, free of ice, snow and debris.

9. Each owner's granted easements and restrictions herein granted shall inure to the benefit of and be binding upon any person or entity declaring any right, title or interest in the parcels to which such restrictions or easements pertain.

10. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Parcel #1 and Parcel #2 to the general public or for any public purposes whatsoever, it being the intention of the undersigned parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

AGREED AND ACCEPTED:

BK7356PG2564

DEVELOPER

Thomas Williamsen

400 SOUTH ENTERTAINMENT PARTNERS, L.C.
Managing Member

8-30-95
DATED

GRANTEE

W. Kalmar Robbins

W. Kalmar Robbins
Trustee for GOLDEN ROBBINS TRUST

9/22/95
DATED

Farrell L. Lines

Farrell L. Lines
Trustee for GOLDEN ROBBINS TRUST

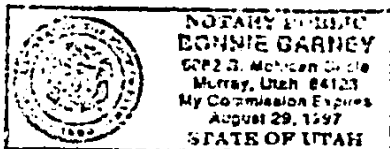
9/22/95
DATED

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 30 day of August, 1995 before me appeared Thomas E. Williamsen, Managing Member of 400 SOUTH ENTERTAINMENT PARTNERS, L.C. who acknowledged to me that he executed the foregoing instrument for its stated purpose.



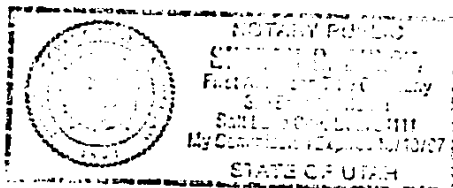
Bonnie Garney
NOTARY PUBLIC

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 22nd day of September, 1995 before me appeared W. Kalmar Robbins and Farrell L. Lines, trustees of the GOLDEN ROBBINS TRUST, who acknowledged to me that they executed the foregoing instrument for its stated purpose.



W. Kalmar Robbins
NOTARY PUBLIC

BK7356PG2565

EXHIBIT "A"

DEVELOPER PROPERTY CONSISTING OF THE FOLLOWING THREE PARCELS:

PARCEL NO. 1

BEGINNING AT A POINT NORTH 59.5 FEET FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 39, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 314.08 FEET; THENCE EAST 165 FEET; THENCE SOUTH 23.58 FEET; THENCE EAST 41.25 FEET; THENCE SOUTH 20.0 FEET; THENCE WEST 41.25 FEET; THENCE SOUTH 117 FEET; THENCE WEST 29.23 FEET; THENCE SOUTH 57 FEET; THENCE WEST 0.67 FEET; THENCE SOUTH 96.5 FEET; THENCE WEST 135 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT WEST 29.23 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 39, PLAT "B", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 156 FEET; THENCE WEST 0.67 FEET; THENCE SOUTH 98.25 FEET; THENCE WEST 12 FEET; THENCE SOUTH 57.75 FEET; THENCE EAST 12.67 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT WHICH LIES ON THE NORTHWEST CORNER OF LOT 3, BLOCK 39, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 3, 81.50 FEET; THENCE SOUTH 117.00 FEET; THENCE WEST 81.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH, ALONG SAID WEST LINE OF LOT 3, 117.00 FEET TO THE POINT OF BEGINNING.

GRANTEE PROPERTY CONSISTING OF THE FOLLOWING PARCELS:

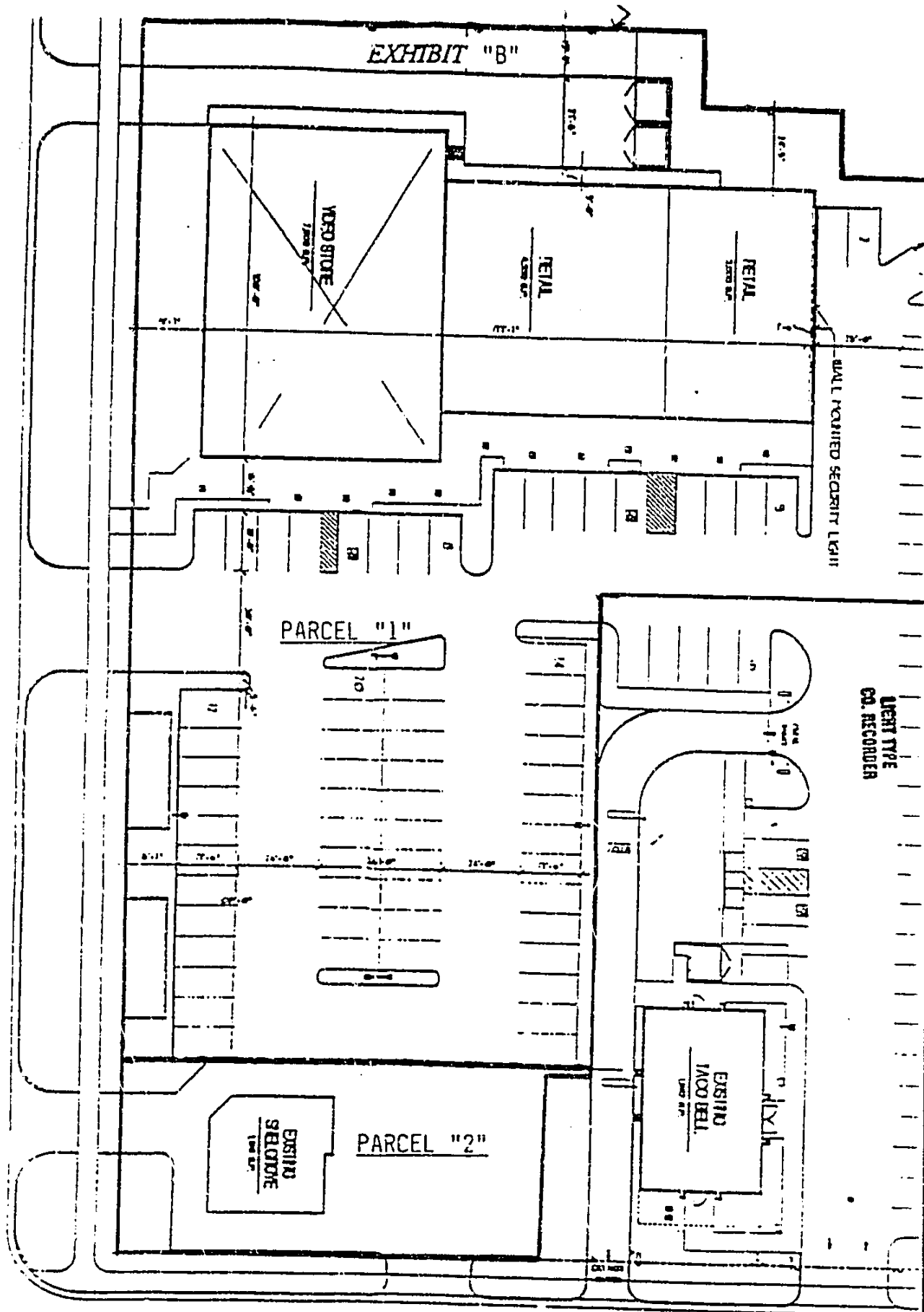
PARCEL NO. 2

BEGINNING AT A POINT 57.75 FEET NORTH OF THE SOUTHWEST CONER OF LOT 4, BLOCK 39, PLAT "B", SALT LAKE CITY SURVEY, RUNNING THENCE NORTH 1.75 FEET, THENCE EAST 135.00 FEET; THENCE SOUTH 1.75 FEET; THENCE WEST 135.00 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 39, PLAT "B", SALT LAKE CITY SURVEY, RUNNING THENCE EAST 123.00 FEET; THENCE NORTH 3 1/2 RODS, THENCE WEST 123.00 FEET; THENCE SOUTH 3 1/2 RODS TO THE POINT OF BEGINNING.

BK7356PG2566

600 EAST STREET



400 SOUTH :

BK7356PG2567