

WHEN RECORDED MAIL TO:

6820710
12/22/97 4:54 PM 27-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
REC BY: V ASHBY DEPUTY - WI

6820710
DECLARATION OF JOINT AND RECIPROCAL EASEMENT

THIS DECLARATION OF JOINT AND RECIPROCAL EASEMENT (hereinafter "Easement") is made December 17, 1997 between and among all the parties hereto, for The Towers at Southtowne Phase 3 Subdivision (the "Subdivision"), and further described as Lots 1 through 6 located in the northwest quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, South Jordan City, Utah.

WHEREAS, the Subdivision approval from South Jordan City requires the "Easement" to provide for cross access from all lots within the Subdivision for the purposes of ingress and egress, parking, and drainage; and

WHEREAS, the land area in the Subdivision is designed to be used for separate hotel, restaurant, office and theater structures (among other permissible uses) with the common area not used for each structure to be used for landscaping, parking, and ingress and egress mutually beneficial to all the structures, and

WHEREAS, the predominant usage of parking and pedestrian traffic of the hotel, restaurant and theaters is determined to have peak usage in evening hours and the office structure to have peak usage during normal daytime business hours; and

WHEREAS, tenants, customers and clients of tenants, and hotel patrons are anticipated to, without specific regard to legal property boundaries, use the parking areas and pedestrian walkways located within the boundaries of the Subdivision for access to the structures to be constructed within the Subdivision; and

WHEREAS, the undersigned being all of the Owners of the Property within the Subdivision deem it to be in the best interests of the Subdivision to declare a joint and reciprocal easement with regard to those areas within the boundaries of both properties designed and used for access to and for parking and pedestrian walkways the Subdivision (hereinafter "Easement Property"), and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - EASEMENTS

1.1 Ingress, Egress, Parking. The Subdivision Owners hereby declare a joint, reciprocal and non-exclusive easement over and across the Easement Property for the benefit of the Subdivision property. Such easement shall be restricted to ingress, egress, drainage and parking by vehicular and pedestrian traffic over and across such Easement Property.

ARTICLE II - GENERAL PROVISIONS

2.1 Construction And Maintenance. Each party hereto shall construct at their respective costs the parking, landscaping, structures, pedestrian access, and utilities within the separate legal boundaries of their respective property including the Easement Property, and shall additionally provide for the ongoing maintenance and any repairs, or insurance therefor. However, each party shall provide as reasonably necessary, and in coordination with the parking plan for the Easement Property within each separate property for common driveway and pedestrian access from one property to the other and common access to public right of ways.

In the event a public right of way access or driveway access common to more than one property boundary within the Easement Property crosses or bisects a legal boundary between the two separately owned parcels within the Subdivision then each party affected by this paragraph shall share proportionately in the construction costs thereof and shall additionally share proportionately in the cost for the ongoing maintenance and repairs thereof.

2.2 Covenant To Run With Land. The easement granted herein shall be appurtenant to and for the benefit of the Subdivision properties and shall run with the land.

2.3 Successors And Assigns. This Easement and any restrictions or obligations created hereby shall inure to the benefit of and be binding upon the undersigned owner(s) and their successors and assigns.

2.4 Duration. Except as otherwise provided herein, the term of this Easement shall be perpetual unless terminated by written agreement of all of the owners of fee title to all of the Subdivision.

DATED this ____ day of December, 1997.

LGM, L.L.C.

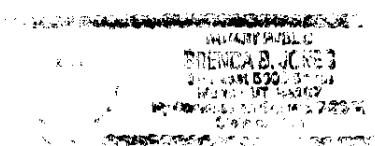
By:


James A. Morse, Managing Member

ACKNOWLEDGMENT

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

On this 17th day of December, 1997, personally appeared before me JAMES A. MORSE & JAYANTI GOVINDJI, the signer of the within instrument, who duly acknowledged to me that he executed the same as Managing Member of LGM, L.L.C., a Utah Limited Liability Company.


Brenda B. Jones
NOTARY PUBLIC

Residing at: MURRAY, UT

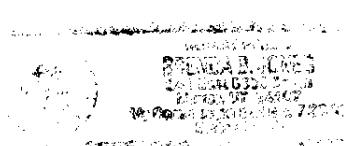
106th SOUTHTOWNE HOTEL, L.L.C.

By: Holger Kirchhausen
Managing Member

ACKNOWLEDGMENT

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

On this 17th day of December, 1997, personally appeared before me HOLGER KIRCHHAUSEN, the signer of the within instrument, who duly acknowledged to me that he executed the same as Managing Member of 106th South Towne Hotel, L.L.C., a Utah Limited Liability Company.


Brenda B. Jones
NOTARY PUBLIC

Residing at: MURRAY, UT

3K7837P60330

BRETT STERRETT

By: _____

ACKNOWLEDGMENT

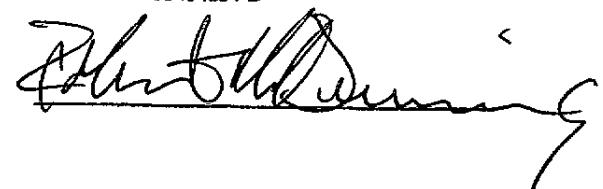
STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 1997, personally appeared before me ___, the signer of the within instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Residing at: _____

ROBERT W. DENNING

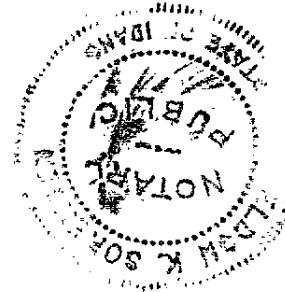
By: 

ACKNOWLEDGMENT

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

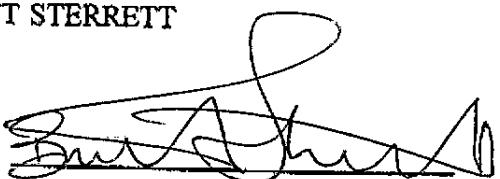
On this 17th day of December, 1997, personally appeared before me ROBERT W. DENNING, the signer of the within instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

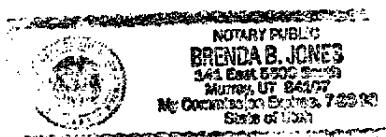
Residing at: EAGLE, ID

BK 7837P6033

BRETT STERRETT

By: 

ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)On this 17th day of December, 1997, personally appeared before me BRETT STERRETT, the signer of the within instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Residing at: MURRAY, UT

ROBERT W. DENNING

By: _____

ACKNOWLEDGMENT

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

On this _____ day of _____, 1997, personally appeared before me _____, the signer of the within instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Residing at: _____

8K7837460332

LGM, L.L.C.

By:

James A. Morse, Managing Member

Brenda B. Jones

ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)On this 17th day of December, 1997, personally appeared before me JAMES A. MORSE & JAYANTI GOVINDJI, the signer of the within instrument, who duly acknowledged to me that he executed the same as Managing Member of LGM, L.L.C., a Utah Limited Liability Company.

NOTARY PUBLIC

Residing at: MURRAY, UT

DAVID FRANCIS HALLING TRUST

By: David Francis Halling
David Francis Halling

ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)On this 17th day of December, 1997, personally appeared before me DAVID FRANCIS HALLING, Trustee, the signer of the within instrument, who duly acknowledged to me that he executed the same as the Trustee of the David Francis Halling Trust.

NOTARY PUBLIC

Residing at: MURRAY, UT

BK7837PG0333

JOYCE LOUISE PERSINGER HALLING TRUST

BY:

Joyce Louise Persinger Halling

ACKNOWLEDGMENT

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

On this 17th day of December, 1997, personally appeared before me JOYCE LOUISE PERSINGER HALLING, TRUSTEE, the signer of the within instrument, who duly acknowledged to me that she executed the same, as the Trustee of the Joyce Louise Persinger Halling Trust.

NOTARY PUBLIC

MURRAY, UT

SOUTH
106th BUSINESS PARK, L.P.

By:

James A. Morse, Jr., as Managing
Member for LGM, LLC, General
Partner

ACKNOWLEDGMENT

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

On this 17th day of December, 1997, personally appeared before me JAMES A. MORSE, JR., the signer of the within instrument, who duly acknowledged to me that he executed the same as the Managing Member of LGM, LLC, the General Partner of 106th South Business Park, LLC.

NOTARY PUBLIC

MURRAY, UT

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