

AFTER RECORDING, PLEASE RETURN TO:

Shawn C. Ferrin
Parsons Behle & Latimer
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898

7269359
02/25/99 4:13 PM 24.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TITLE WEST
REC BY: V ASHBY DEPUTY - WE

7269359

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of February 25, 1999, by and between Summit Printing, Inc., a Utah corporation ("Owner"), and Alfred Lloyd Peterson and Marjorie Jean Peterson Family Limited Partnership, a Utah limited partnership ("Peterson") (Owner and Peterson are referred to collectively as the "Parties" and individually as a "Party"), with reference to the following:

- A. Owner owns a parcel of real property ("Owner Property") located in Salt Lake County, Utah, and more particularly described on Exhibit A.
- B. Peterson owns a parcel of real property ("Peterson Property") located in Salt Lake County, Utah, and more particularly described on Exhibit B. Owner Property and Peterson Property are contiguous (the Owner Property and the Peterson Property are referred to collectively as the "Parcels" and individually as a "Parcel").
- C. Owner and Peterson are executing this Agreement for the purpose of creating reciprocal easements over portions of Owner Property and Peterson Property.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Owner and Peterson agree as follows:

- 1. Grant and Declaration of Easements. Owner and Peterson hereby convey, assign, transfer and grant to each other for the benefit of their respective Parcels, and hereby declare that the Parcels shall be encumbered by, and subject to, nonexclusive, reciprocal easements on, over, across and through that portion of the Parcels described on Exhibit C ("Easement Area"), for ingress to and egress from, and passage of motor vehicles and pedestrians to and between, each and both of the Parcels, and between the Parcels and contiguous public roadways.
- 2. No Interference; Maintenance; Taxes. Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Parties may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Easement Area, shall be constructed or erected, nor shall any Party in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area. From and after the date that any improvements are constructed on the Easement Area, including, without limitation, curbs, gutters, sidewalks and/or roadways, each Party shall maintain the Easement Area

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improvements located on its Parcel in reasonably good condition and repair, free from debris and shall take such other actions in connection therewith as are commercially reasonable under the circumstances. Each Party shall pay the real estate taxes and assessments on that portion of the Easement Area located on its Parcel. Any damage or destruction caused to the Easement Area or any improvements within the Easement Area by any Party shall be repaired or replaced at such Party's sole expense.

3. Duration. This Agreement and the easements and undertaking set forth herein shall be perpetual.

4. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

5. Mutuality; Reciprocity; Runs With the Land.

(a) The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth herein, the Parcel benefited thereby shall constitute the dominant estate, and the Parcel burdened thereby shall constitute the servient estate.

(b) Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcels at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels, and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

6. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

7. Integration. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties.

8. No Partnership; Indemnification. The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise. Owner indemnifies, holds harmless and agrees to defend Peterson from and against all claims, damages, expenses (including, without limitation, attorneys' fees and costs), liabilities and judgments arising from or in connection with injury to persons, loss

of life, or damage to property occurring on the Owner's Parcel; provided, however, Owner does not indemnify Peterson against any injury, loss of life, or damage which is caused by the negligence or wrongful conduct of Peterson, or Peterson's agents, invitees or employees. Peterson indemnifies, hold harmless and agrees to defend Owner from and against all claims, damages, expenses (including, without limitation, attorneys' fees and costs), liabilities and judgments arising from or in connection with injury to persons, loss of life, or damage to property occurring on the Peterson Parcel; provided, however, Peterson does not indemnify Owner against any injury, loss of life, or damage which is caused by the negligence or wrongful conduct of Owner, or Owner's agents, invitees or employees.

9. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Grant.

10. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

Executed the day and year first above written.

OWNER:

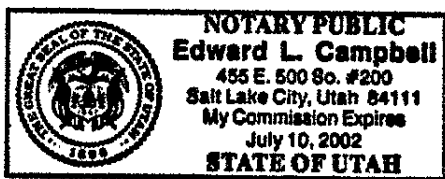
SUMMIT PRINTING, INC., a Utah Corporation

By: [Signature]
Print Name: JAMES PAUL KANAK
Title: PRESIDENT

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

The foregoing instrument was acknowledged before me this 25th day February, 1999, by James Paul Kanak, the President of Summit Printing, Inc.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



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PETERSON:

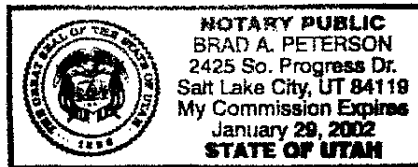
ALFRED LLOYD PETERSON and MARJORIE
JEAN PETERSON FAMILY LIMITED
PARTNERSHIP, a UTAH LIMITED
PARTNERSHIP

By: Alfred Lloyd Peterson
Print Name: ALFRED LLOYD PETERSON
Title: General Partner

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

The foregoing instrument was acknowledged before me this 2 day Feb.
1999, by Alfred Peterson, the Son G.P. of Alfred Lloyd Peterson and Marjorie
Jean Peterson Family Limited Partnership.

Brad A. Peterson
NOTARY PUBLIC
Residing at: 3108 So. 2600 E.



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**EXHIBIT A
TO
RECIPROCAL EASEMENT AGREEMENT**

Owner Property

Beginning at a point on the Easterly Right of way line of Progress Drive (1920 West Street) said point being South 26°32'00" East 512.48 feet along the monument line in Progress Drive and North 63°28'00" East 30.00 feet from a Salt Lake County Street monument in the intersection of Alexander Street and Progress Drive, said point of beginning also said to be South 00°03'10" East 245.83 feet along the quarter section line and West 1542.34 feet from the Salt Lake County Monument at the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running; thence North 26°32'00" West 188.90 feet along the easterly line of Progress Drive; thence North 63°28'00" East 367.88 feet; thence South 26°32'00" East 188.90 feet; thence South 63°28'00" West 367.88 feet to the point of beginning.

**EXHIBIT B
TO
RECIPROCAL EASEMENT AGREEMENT**

Peterson Property

Beginning at a point on the Easterly Right of Way line of Progress Drive (1920 West Street), said point of being South 0°03'10" East along the Center Section 388.98 feet West 1471.00 feet from the Salt Lake County Monument at the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 26°32' West along said Easterly Right of Way line 160.0 feet; thence North 63°28' East 217.80 feet; thence South 26°32' East 160.00 feet; thence South 63°28' West 217.80 feet to the point of beginning.

**EXHIBIT C
TO
RECIPROCAL EASEMENT AGREEMENT**

Easement Area

The Easement Area is that parcel being 15 feet on each side of the following centerline:

Beginning at a point on the Easterly Right of way line of Progress Drive (1920 West Street), said point being South 26°32'00" East 512.48 feet along the monument line in Progress Drive and North 63°28'00" East 30.00 feet from a Salt Lake County Street monument in the intersection of Alexander Street and Progress Drive, said point of beginning also said to be South 0°03'10" East 245.83 feet along the quarter section line and West 1542.34 feet from the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running; thence North 63°28'00" East 55.00 feet to the end.