

When Recorded Return To:
Boyer South Salt Lake Associates, Ltd.
c/o The Boyer Company
127 South 500 East, Suite 200
Salt Lake City, Utah 84102
Attn: Steven B. Ostler

7672590
06/30/2000 04:41 PM 24.00
Book - 8372 Pg - 6757-6763
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: RDJ, DEPUTY - WI 7 P.

EASEMENT AGREEMENT

This Easement Agreement is made this 26th day of June, 2000, by the City of South Salt Lake, a political subdivision of the State of Utah and Municipal Building Authority of Salt Lake City, Salt Lake, a Utah Corporation (the "City"), in favor of Boyer South Salt Lake Associates, Ltd., a Utah limited partnership ("Boyer").

R E C I T A L S

WHEREAS, the City is the record fee simple owner of certain real property located in Salt Lake County, Utah, which is more particularly described on Exhibit "A" attached hereto (the "City Property"), and

WHEREAS, Boyer is the owner of certain real property located in Salt Lake County, Utah, which adjoins the City Property and is more particularly described on Exhibit "B" attached hereto (the "Boyer Property"), and

WHEREAS, the City is willing to grant to Boyer an easement for ingress and egress over a portion of the City Property in order to provide Boyer access to the Boyer Property,

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Boyer hereby covenant and agree as follows:

- 1. The City hereby grants to Boyer a perpetual, nonexclusive

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LTC # 23593

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• easement, which shall benefit and be appurtenant to the Boyer Property, for ingress and egress for pedestrian and vehicular traffic (the "Easement") over, along and across the real property described on Exhibit "C" attached hereto (the Easement Tract").

2. The City shall pay any expenses related to the maintenance of the Easement Tract including, but not limited to, snow removal, paving and landscaping.

3. Neither the City nor Boyer shall, without the consent of the other, place any temporary or permanent barrier within the Easement Tract or otherwise restrict or block the Easement Tract in a manner which would hinder or impair the use of the Easement as described herein.

4. Except as herein provided, the City shall continue to enjoy the full use and benefit of the Easement Tract.

5. The covenants and conditions as well as the benefits and burdens set forth herein shall run with the title to the City Property and the Boyer Property and shall bind the heirs, successors, assigns, lenders and purchasers of the City and Boyer.

6. In the event of a default in the terms of this Agreement, the party alleging a default shall be entitled to bring an action against the other party for injunctive relief, damages, or other relief and the party prevailing in such action shall be entitled to recover from the other party all costs and expenses of such suit, including reasonable attorneys' fees, whether such costs, expenses and attorneys' fees are incurred before or after judgment.

7. Any notice or demand to be given pursuant to the terms of this Agreement shall be in writing and personally served or sent by certified mail to the respective party at the following address:

City: 220 East Morris Ave, 4th Floor
Salt Lake City, Utah 84115
Attn: Craig Hall

Boyer: C/O The Boyer Company
127 South 500 East, #200
Salt Lake City, Utah 84102
Attn: Steven B. Ostler

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8. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the Easement and the the Easement Tract and supersedes in all respects any and all prior discussions as well as all prior understandings or agreements involving the City and Boyer, whether verbal or written, pertaining to the Easement and the Easement Tract.

CITY OF SOUTH SALT LAKE, a political
subdivision of the State of Utah

BY:  _____
Randy G. Fitts, Mayor

BOYER SOUTH SALT LAKE ASSOCIATES, LTD.,
a Utah limited partnership,
By: THE BOYER COMPANY, L.C., a Utah
limited liability company, its General Partner

By:  _____
Steven B. Ostler, Manager

MUNICIPAL BUILDING AUTHORITY OF SALT LAKE CITY,
SALT LAKE, a Utah Corporation

By:  _____

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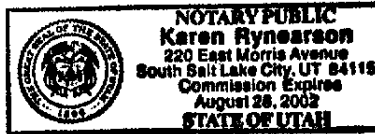
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 27th day of June, A.D. 2000, personally appeared before me Randy G. Fitts, Mayor of CITY OF SOUTH SALT LAKE, a Political Subdivision of the State of Utah. The signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of CITY OF SOUTH SALT LAKE, a Political Subdivision of the State of Utah.

Karen Rynearson
NOTARY PUBLIC

My Commission Expires: 7/17/00 Residing at: Salt Lake City, Utah

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

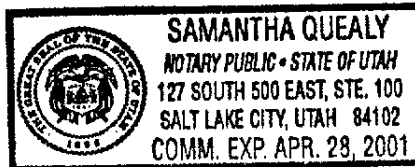


On the 30 day of June, 2000, personally appeared before me Steven B. Ostler, Manager of THE BOYER COMPANY, L.C., a Utah Limited Liability Company, General Partner of BOYER SOUTH SALT LAKE ASSOCIATES, LTD., a Utah Limited Partnership, the signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of THE BOYER COMPANY, L.C., a Utah Limited Liability Company, General Partner of BOYER SOUTH SALT LAKE ASSOCIATES, LTD., a Utah Limited Partnership, a partnership, as partner therein.

Steven B. Ostler
NOTARY PUBLIC

My Commission Expires: 7/17/2000 Residing at: Salt Lake City, Utah

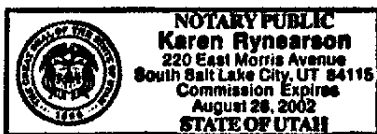
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)



On the day of June, 2000 personally appeared before me William F. Anderson, who being by me duly sworn did say that he is the Chairman of MUNICIPAL BUILDING AUTHORITY OF SALT LAKE CITY, SALT LAKE, a Utah Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said William F. Anderson acknowledged to me that said corporation executed the same.

Karen Rynearson
NOTARY PUBLIC

My Commission Expires: 7/17/00 Residing at: Salt Lake City, Utah



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EXHIBIT "A"

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

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EXHIBIT "B"

BEGINNING North 89°59'36" West 300.42 feet & North 0°12'39" East 110.63 feet from the Southeast Corner of Lot 14, Block 41, 10 Acre Plat A, Big Field Survey; South 0°12'39" West 110.63 feet; North 89°59'36" West 3.28 Feet; South 0°12'39" West 287.29 Feet; North 89°59'18" West 249.9 Feet; North 0°12'39" East 397.88 Feet; South 89°58'18" East 253.10 Feet to the BEGINNING.

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EXHIBIT "C"

Those portion of the real property described below which are, from time to time, paved, improved or otherwise designated to be used for pedestrian and vehicular ingress and egress.

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

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