

7713272

This instrument prepared by
and return to:

Theodore I. Yi
Piper Rudnick
203 North LaSalle Street
16th Floor
Chicago, Illinois 60601-1293

7713272
09/06/2000 10:36 AM 55.00
Book - 8386 Pg - 339-360
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: KCC, DEPUTY - WI 22 P.

THIS SPACE RESERVED FOR RECORDER S USE ONLY.

Reciprocal Fireline Easement and Maintenance Agreement

This Reciprocal Fireline Easement and Maintenance Agreement ("**Agreement**") is made this August 15, 2000 between The Prudential Insurance Company of America, a New Jersey corporation ("**Prudential**") and Atlantic Financial Group, Ltd., a Texas limited partnership ("**Atlantic**"). Prudential and Atlantic are referred to throughout this Agreement collectively as the "**Parties**" and individually as a "**Party**".

Recitals:

A. W/H No. 29, L.L.C, a Utah limited liability company ("**W/H No. 29**") formerly owned two parcels of property located along West Harold Gatty Drive in Salt Lake City, Salt Lake County, Utah (the "**Property**"). The Property is identified on **Exhibit "A"** attached to this Agreement. W/H No. 29 recorded Amended Plat 5, Salt Lake International Center on June 26, 1997 in Book 97-6P of Plats, Page 185 among the records of the Salt Lake County Recorder (the "**Plat**") affecting the Property. The Plat creates an easement identified on **Exhibit "B"** attached to this Agreement known as the "**Driveway Easement**".

B. W/H No. 29 executed and recorded a Declaration of Reciprocal Access and Driveway Easements dated June 27, 1997 and recorded as Entry No. 6686578 in Book 7707, Page 1316 among the records of the Salt Lake County Recorder (the "**Declaration**") affecting the Property and the Driveway Easement. The Declaration segregates portions of the Property and identifies them as Parcel 1 and Parcel 2. Parcel 1 is identified on **Exhibit "C"** attached to this Agreement and Parcel 2 is identified on **Exhibit "D"** attached to this Agreement. Parcel 1 and Parcel 2 are referred to throughout this Agreement collectively as the "**Parcels**" and individually as a "**Parcel**". The Declaration identifies the benefits and burdens associated with the Driveway Easement, including, without limitation, granting rights for ingress, egress and parking.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. LANDMARK TITLE COMPANY hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

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BK 8386 PG 0339

C. On the date of this Agreement, Atlantic is vested with fee title to Parcel 1 as W/H No. 29's successor in title and Prudential is vested with fee title to Parcel 2 as W/H No. 29's successor in title.

D. The Parties desire to provide reciprocal easements and other duties for sharing use and maintenance obligations affecting the fireline, fire hydrants and associated equipment located within the Parcels and Driveway Easement (collectively, the "**Fireline**") identified on the Site Plan prepared by Pasker Gould Ames & Weaver dated May 16, 2000 (job no. 2224) (the "**Site Plan**"). A true copy of the Site Plan is attached to this Agreement as **Exhibit " E "**.

The Parties agree:

1. **Recitals Incorporated.** The Recitals recited above are true, correct and form an integral part of this Agreement.

2. **Definitions.** As used in this Agreement, the following terms have the indicated meanings:

(a) "**Owners**" means each person or entity that is an Owner taken in the aggregate.

(b) "**Owner**" means the Parties and their respective assigns and successors-in-interest with respect to the Parcels or any portion of a Parcel, as shown by the official records of Salt Lake County, Utah.

3. **Grant and Declaration of Easements.** The Parties grant to each Owner and declare that the Parcels are encumbered by and subject to, non-exclusive, reciprocal easements on, over, across and through the Parcels solely for the purpose of installing, using and maintaining the portions of the Fireline located within the Driveway Easement (the "**Driveway Fireline**"). Notwithstanding the forgoing, if either Parcel is divided, ownership of each divided portion of a Parcel that does not include a part of the Driveway Easement shall confer no rights under this Section on the Owner of such portion of a Parcel.

4. **Fireline Installation and Maintenance.**

(a) The Parties acknowledge that the Fireline within Parcel 2 is installed from the applicable public right-of-way onto Parcel 2 and is operational. The Owner of Parcel 1 shall install the Fireline from the applicable public right-of-way onto Parcel 1.

(b) The Owners owning all or a portion of the Parcels including a part of the Driveway Easement shall mutually maintain the Driveway Fireline in a state of good operation and repair in accordance with applicable law. The Owners owning all or a portion of the Parcels including a part of the Driveway Easement shall equally share the cost of such maintenance. Owners

owning a portion of a Parcel not including any part of the Driveway Easement shall owe no duty to maintain the Driveway Fireline under this subsection. Notwithstanding the forgoing, an Owner's ownership of a portion of a Parcel not including any part of the Driveway Easement shall not relieve such Owner of such Owner's duties to perform and pay for Driveway Fireline maintenance under this subsection imposed on such Owner because of such Owner's ownership of another Parcel, or part thereof, that includes a part of the Driveway Easement.

(c) Each respective Owner shall maintain the portions of the Fireline located within its respective Parcel, or part thereof, but not located within the Driveway Easement in accordance with applicable law and in such a manner that will maintain and not adversely affect the Driveway Fireline's operations. Each respective Owner shall perform such maintenance at no cost to the other Owners.

(d) Each Owner shall reasonably cooperate with other Owners' reasonable Fireline maintenance activities.

(e) Each Owner shall provide all other Owners with at least forty-eight (48) hours prior written notice of the proposed performance of any work on their respective Parcel, or part thereof, affecting any portion of the Fireline.

5. **Duration.** The easements and undertakings set forth in this Agreement shall be perpetual.

6. **Integration; Modification.** This Agreement contains the entire agreement with respect to the matters set forth herein. This Agreement and any easement or undertaking contained herein, may be terminated, extended, modified or amended as to the whole of the Parcels or any portion of them, with the unanimous consent of the Owners which consent shall not be unreasonably withheld or delayed, and any such termination, extension, modification or amendment shall be effective upon proper recordation of a written instrument evidencing the same, executed and acknowledged by all of the Owners then existing, in the office of the Salt Lake County Recorder.

7. **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. The Owners intend that this Agreement is strictly limited to and for the purposes expressed herein.

8. **Mutuality; Reciprocity Runs With the Land.**

(a) The easements rights and obligations granted and created by this Agreement are appurtenances to the Parcels. Such easements, rights or obligations may not be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth in this Agreement, the Parcel benefitted thereby shall constitute the dominant estate, and the Parcel burdened hereby 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 Parcel 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 rights is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns as to their respective Parcel, and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcel.

9. **Liability Limitation.** The duties set forth in this Agreement are enforceable against each Owner solely to the extent of their respective interest in a Parcel or part of a Parcel.

10. **No Partnership.** The Owners 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.

11. **Force Majeure.** Each Owner shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such Owner's control, including labor disputes, civil commotion, war, governmental regulations, controls, fire, or other casualty, inability to obtain any material or services or acts of God.

12. **Further Action.** Each Owner shall execute and deliver all instruments, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

13. **Applicable Law.** This Agreement shall be exclusively construed in accordance with and governed by the laws in the State of Utah.

14. **Attorneys' Fees.** In the event it becomes necessary for any Owner to employ the service of an attorney in connection herewith, either with or without litigation, the losing Owner(s) of such controversy shall pay to the successful Owner reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

15. **Notice.** Unless otherwise specifically provided in this Agreement, any notice given under this Agreement shall be in writing and shall be (i) delivered personally; (ii) sent by a nationally recognized air courier providing confirmation of receipt by the recipient, such as Federal Express; or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid. Each notice shall be addressed as follows:

to Prudential:

The Prudential Insurance Company of America
8 Campus Drive
Parsippany, New Jersey 07054
Attention: Vice President, Asset Management, Real Property Account

to Atlantic:

Atlantic Financial Group. Ltd.
1000 Ballpark Way
Arlington, Texas 76011
Attention: President of Atlantic Financial Group. Ltd.'s general partner

Notices shall be given (i) upon delivery or refusal thereof if personally delivered; (ii) on the first (1st) business day after delivery to a national recognized air courier if sent by such air courier; or (iii) on the third (3rd) business day after deposit with the United States Postal Service if mailed. Either party hereto may change the place for the giving of notice to it by like written notice to the other as provided herein.

16. **Counterparts.** This Agreement may be executed by the Parties in multiple counterparts, each of which taken together shall constitute one and the same instrument.

[Intentionally Left Blank]

The Parties agree to the terms of this Agreement on the date first written above.

The Prudential Insurance Company
of America

By: 

Charles Walters, its Vice
President, Asset Management,
Real Property Account

Atlantic Financial Group, Ltd.

By: Atlantic Financial
Managers, Inc., its general
partner

By: 

Stephen S. Brookshire, its President

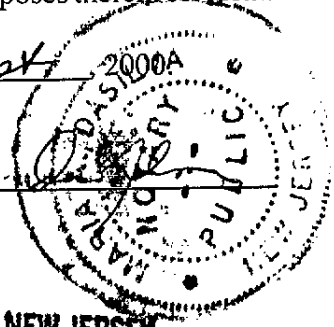
ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Morris)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Charles Walters, as Vice-President of The Prudential Insurance Company of America, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 10th day of August, 2000A

Maria A. Dasilva
Notary Public



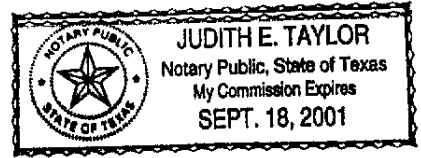
MARIA A. DASILVA
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES MAR. 22, 2003

STATE OF Texas)
COUNTY OF Dallas)

I, the undersigned, a Notary Public in and for the State aforesaid, CERTIFY THAT Stephen S. Brookshire, as President of Atlantic Financial Managers, Inc., the general partner of ATLANTIC FINANCIAL GROUP, LTD, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, and delivered the instrument as his free and voluntary act, on behalf of ATLANTIC FINANCIAL GROUP, LTD, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 15th day of August, 2000.

Judith E. Taylor
Notary Public



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**CONSENT OF BENEFICIARY
UNDER
DEED OF TRUST**

By executing below, the undersigned beneficiary under deed of trust relating to Parcel 1 described in Exhibit "A" to this Agreement consents to the terms of this Agreement.

SunTrust Bank

By: Shelley Browne.

Print Name: _____

Title: Shelley M. Browne
Managing Director

ACKNOWLEDGMENT

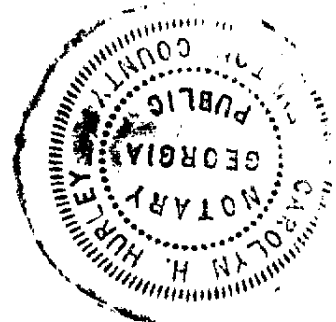
STATE OF GEORGIA)
)
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT SHELLEY N. BROWN as MANAGING DIRECTOR of SunTrust Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 25TH day of AUGUST, 2000.

Carolyn H. Hurley
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 13, 2003



BK8386P60347

EXHIBIT "A"

Identification of the Property

Parcel 1:

Lot 2A of Amended Lot 2, Amended Plat 5, Salt Lake International Center recorded on June 26, 1997 in Book 97-6P of Plats, Page 185, in the office of the Salt Lake County Recorder, being located in the Northwest Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base & Meridian, in Salt Lake County, Utah.

and

Parcel 2:

Lot 2B of Amended Lot 2, Amended Plat 5, Salt Lake International Center recorded on June 26, 1997 in Book 97-6P of Plats, Page 185, in the office of the Salt Lake County Recorder, being located in the Northwest Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base & Meridian, in Salt Lake County, Utah.

FOR REFERENCE PURPOSES ONLY:

PARCEL 1: TAX PARCEL/SERIAL NO. 07-36-126-005
PARCEL 2: TAX PARCEL/SERIAL NO. 07-36-201-005

EXHIBIT "B"

Identification of the Driveway Easement

A 120 foot wide strip of land centered 60 feet on each side of the common property boundary line proposed between Lots 2A & 2B of Amended Lot 2, Amended Plat 5, Salt Lake International Center recorded on June 26, 1997 in Book 97-6P of Plats, Page 185, in the office of the Salt Lake County Recorder, being located in the Northwest Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point 256.74 South 89°58'00" West 60.00 feet along the Southerly boundary line of said Lot 2 and the Northerly boundary line of Harold Gatty Drive; thence North 00°02'00" West 828.00 feet; thence North 89°58'00" East 120.00 feet; thence South 00°02'00" East 828.00 feet to said Southerly line of Lot 2; thence South 89°58'00" West 60.00 feet along said line to the point of beginning. Contains 2.281 acres, more or less.

FOR REFERENCE PURPOSES ONLY: TAX PARCEL/SERIAL NUMBERS: 07-36-126-005
07-36-201-005

EXHIBIT "C"

Identification of Parcel 1

Parcel 1:

Lot 2A of Amended Lot 2, Amended Plat 5, Salt Lake International Center recorded on June 26, 1997 in Book 97-6P of Plats, Page 185, in the office of the Salt Lake County Recorder, being located in the Northwest Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base & Meridian, in Salt Lake County, Utah.

FOR REFERENCE PURPOSES ONLY: TAX PARCEL/SERIAL NO. 07-36-126-005

EXHIBIT "D"

Identification of Parcel 2

Parcel 2:

Lot 2B of Amended Lot 2, Amended Plat 5, Salt Lake International Center recorded on June 26, 1997 in Book 97-6P of Plats, Page 185, in the office of the Salt Lake County Recorder, being located in the Northwest Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base & Meridian, in Salt Lake County, Utah.

FOR REFERENCE PURPOSES ONLY: TAX PARCEL/SERIAL NO. 07-36-201-005

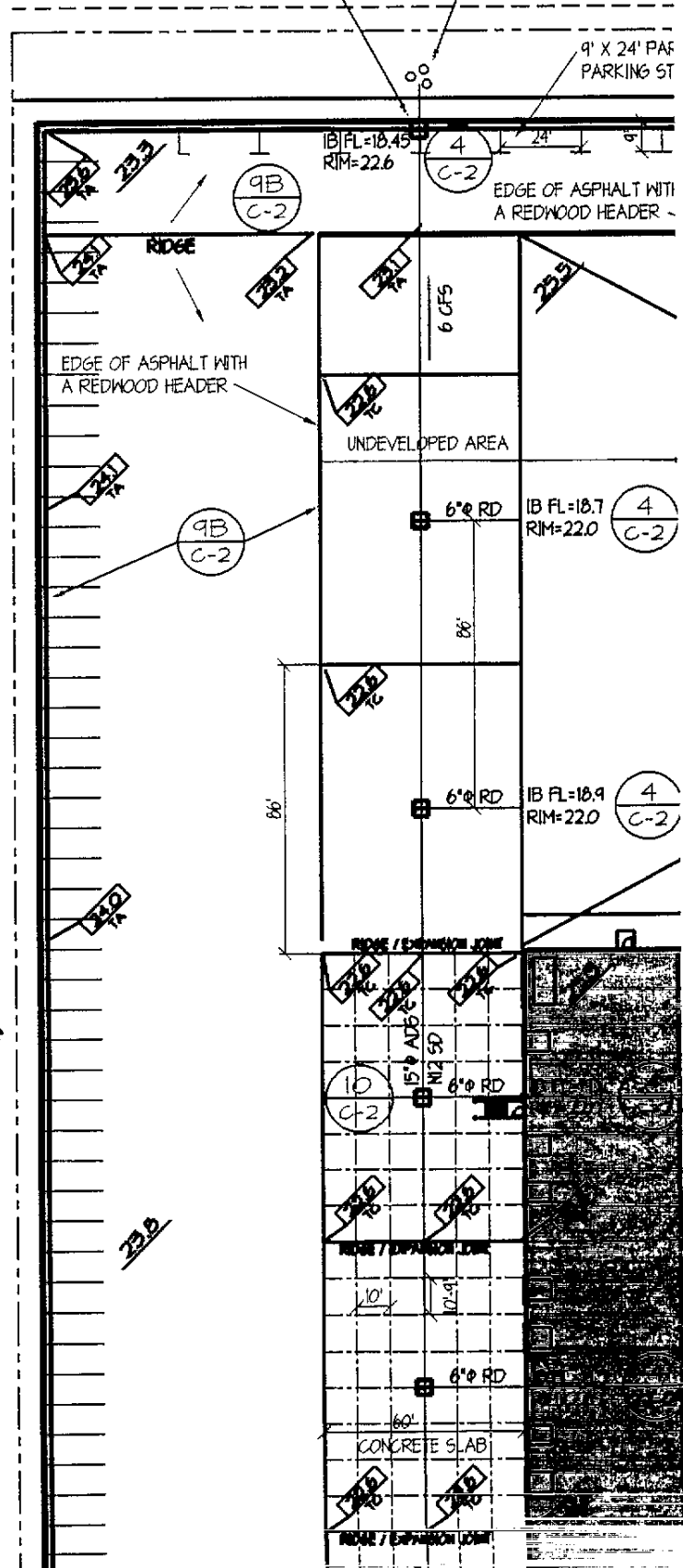
EXHIBIT "E"

Site Plan

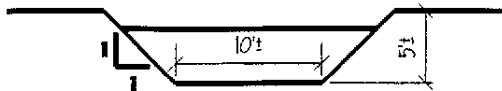
A BACKFLOW FLAP GATE IS
REQUIRED IN LAST INLET
BOX - SEE NOTE II

PROVIDE (1) CUBIC YARD
RIP RAP FOR EROSION
AT PIPE OUTLET - PIPE
SEE NOTE 10

9' X 24' PAV
PARKING ST



CAPACITY Q=170 CFS
AT 4' DEPTH



EXISTING CHANNEL SECTION

PROVIDE (1) CUBIC Y
RIP RAP FOR EROSION
AT PIPE OUTLET - P.
SEE NOTE 10

A BACKFLOW
REQUIRED IN I
BOX - SEE NC

NEW FIRE HYDRANT REQUIRED WITH BOLLARDS
AND THRUST BLOCK TO PROVIDE STABILIZATION
INDEPENDENT OF BANK SUPPORT

NOTE: TOP OF BANK ELEVATION IS 23.1+
= TOPOGRAPHIC SHEET C-3

3A
C-2

N89°58'00"E 670.56'

20' DRAINAGE EASEMENT

EXISTING DRAINAGE CHANNEL FL=4218±

TO FUTURE BUILDING

NEW 8" FL

EDGE OF ASPHALT WITH
A REDWOOD HEADER

4
C-2 IB FL=18.45
RIM=22.2

UNDEVELOPED
AREA

20'R

EDGE OF
ASPHALT

20'R

UNDEVELOPED
AREA

PAD FOR
FUTURE
BUILDING
EXPANSION

150'

UNDEVELOPED
AREA

UNDEVELOPED
AREA

4
C-2 IB FL=18.7
RIM=21.8

12' x 18'
CONCRETE
CURB

4
C-2 IB FL=18.9
RIM=21.9

10' PEA GRAVEL LAYER 4" THICK

CONCRETE
FOR TRUCK
PARKING

NEW
ASPHALT

RELOCATED
WITH BOLLARD

4
C-2 IB FL=19.1
RIM=21.9

RELOCATE EXISTING
FIRE HYDRANT

4
C-2 IB FL=19.3
RIM=22.0

CONCRETE SLAB

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6'

12'

OVERHEAD POWER LINES

EXISTING FIRE HYDRANT

EXISTING OPENING IN CURB

EXISTING 8" ϕ FL

EXISTING DRAINAGE CHANNEL

EXISTING CURB AND GUTTER

EXISTING CURB AND GUTTER

GATE VALVE

VERTICAL SAWCUT
EXISTING ASPHALT
SEE NOTE 6

EXISTING ASPHALT
PAVING

25.21

EXISTING BUILDING

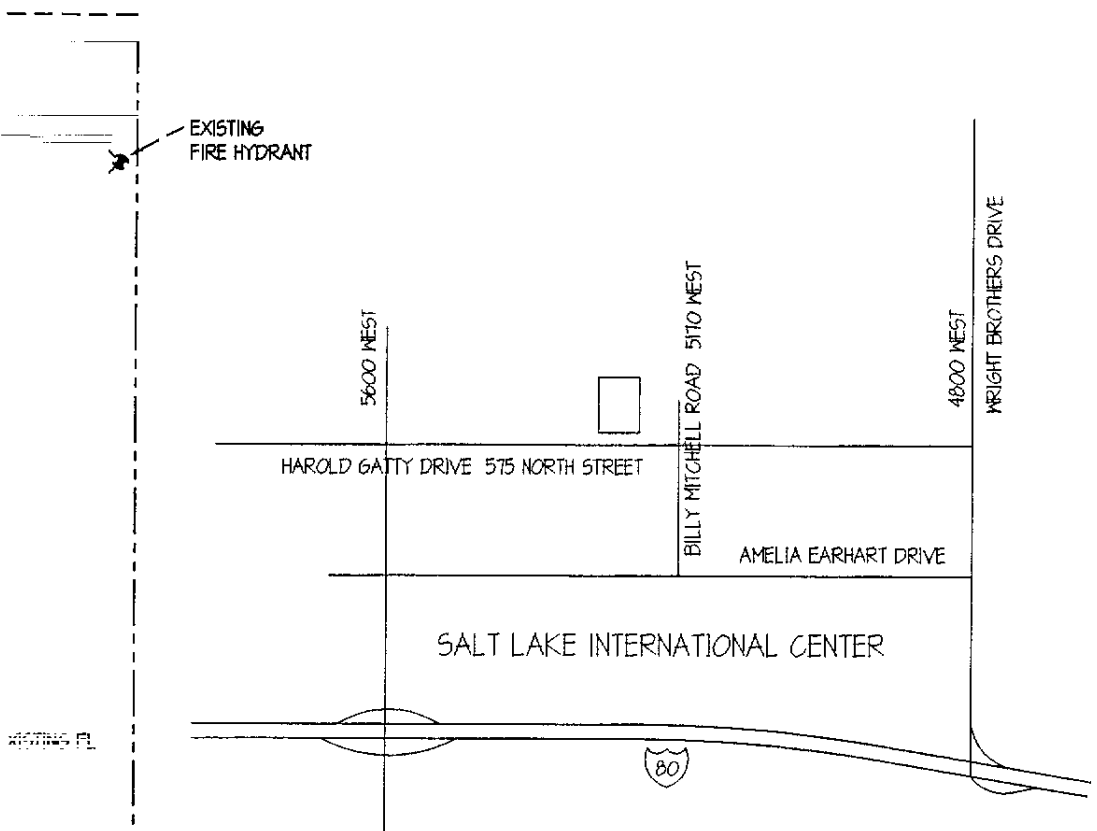
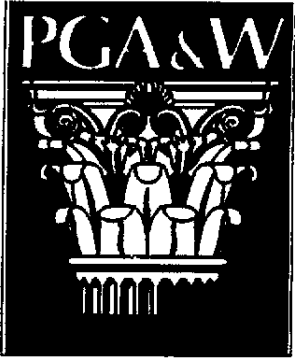
FINISH FLOOR ELEVATION = 26.50

LAND AREAS

BUILDING	206,974 SF
PAVING	229,659 SF
LANDSCAPING	61,514 SF
UNIMPROVED	99,322 SF

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60'



VICINITY MAP

PARKING SUMMARY

REGULAR	214 STALLS
HANDICAP	6 STALLS
TOTAL	220 STALLS

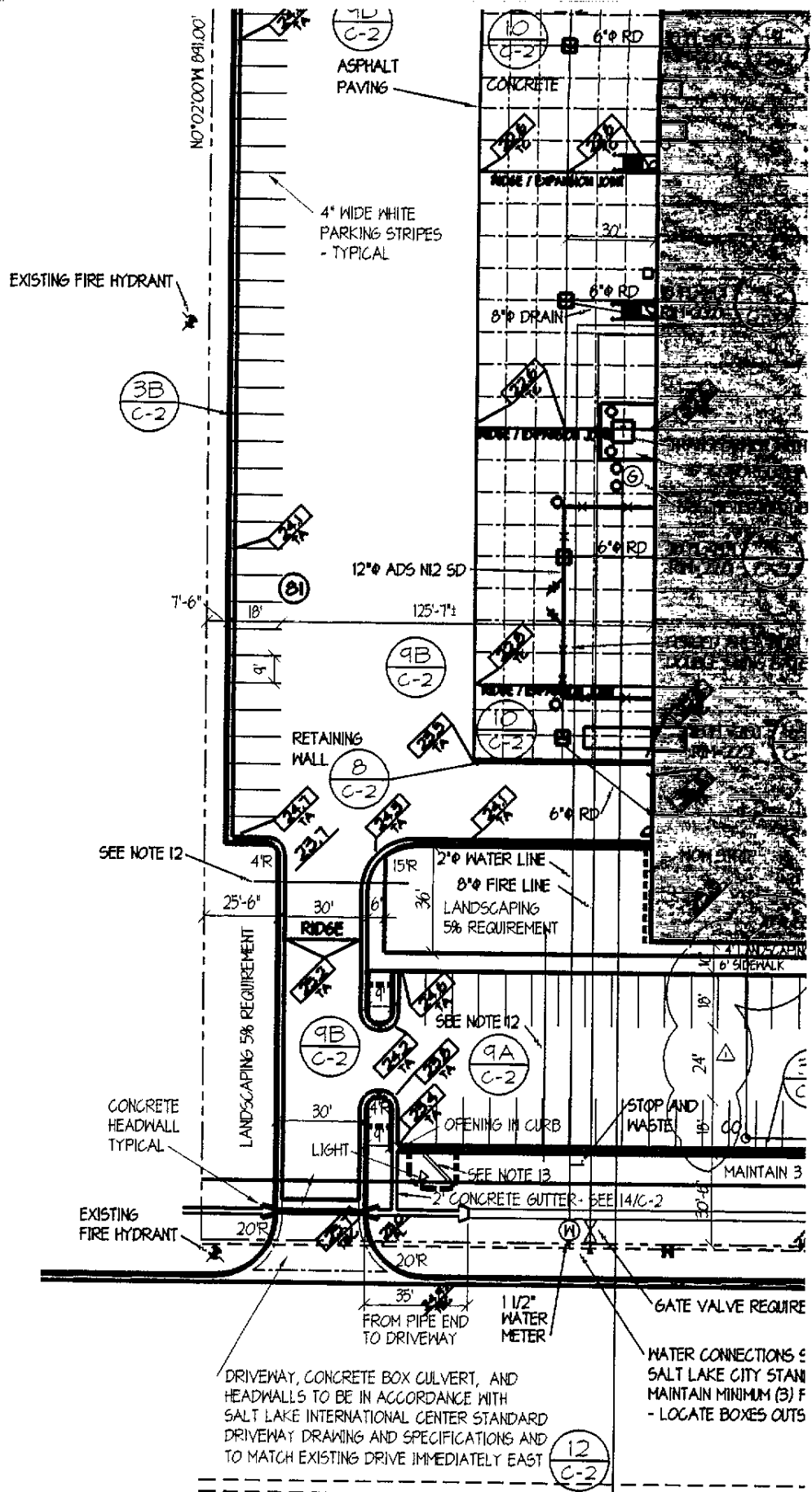
PASKER GOULD AMES & WEAVER
 ARCHITECTS PLANNERS

MURRAY, UTAH (801) 266-4669

5263 SOUTH 300 WEST

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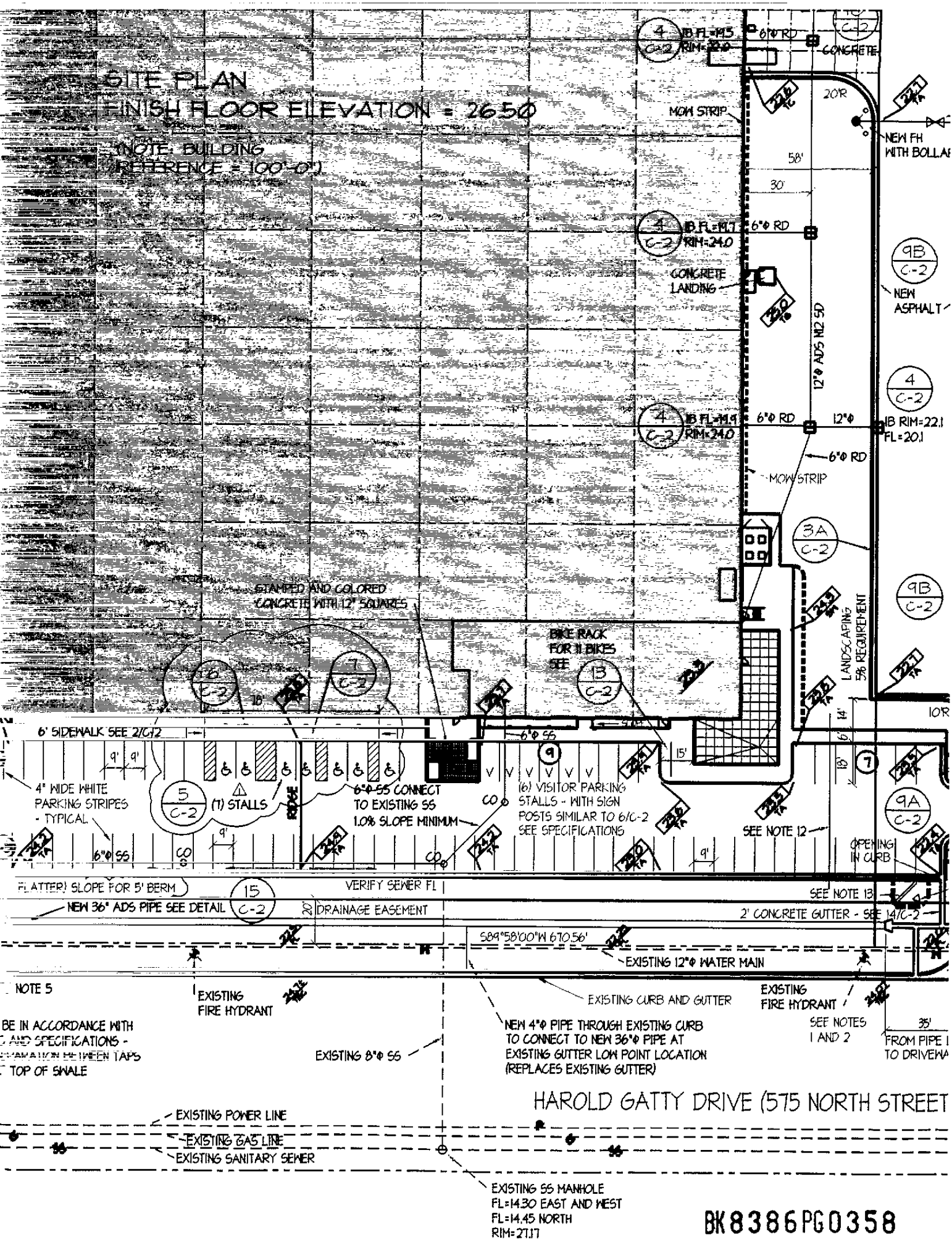
F:\shared\drawings\others\distribution centers\salt lake city\final bid drawings\2224-c1.dwg, 07/18/00 03:30:27 PM, ghubers, 1:1.28713



BK8386PG0357

GITE PLAN
FINISH FLOOR ELEVATION = 2650

NOTE: BUILDING
 REFERENCE = 100-01



NOTE 5
 BE IN ACCORDANCE WITH
 AND SPECIFICATIONS -
 EXAMINATION BETWEEN TAPS
 TOP OF SNALE

NEW 4" PIPE THROUGH EXISTING CURB
 TO CONNECT TO NEW 36" PIPE AT
 EXISTING GUTTER LOW POINT LOCATION
 (REPLACES EXISTING GUTTER)

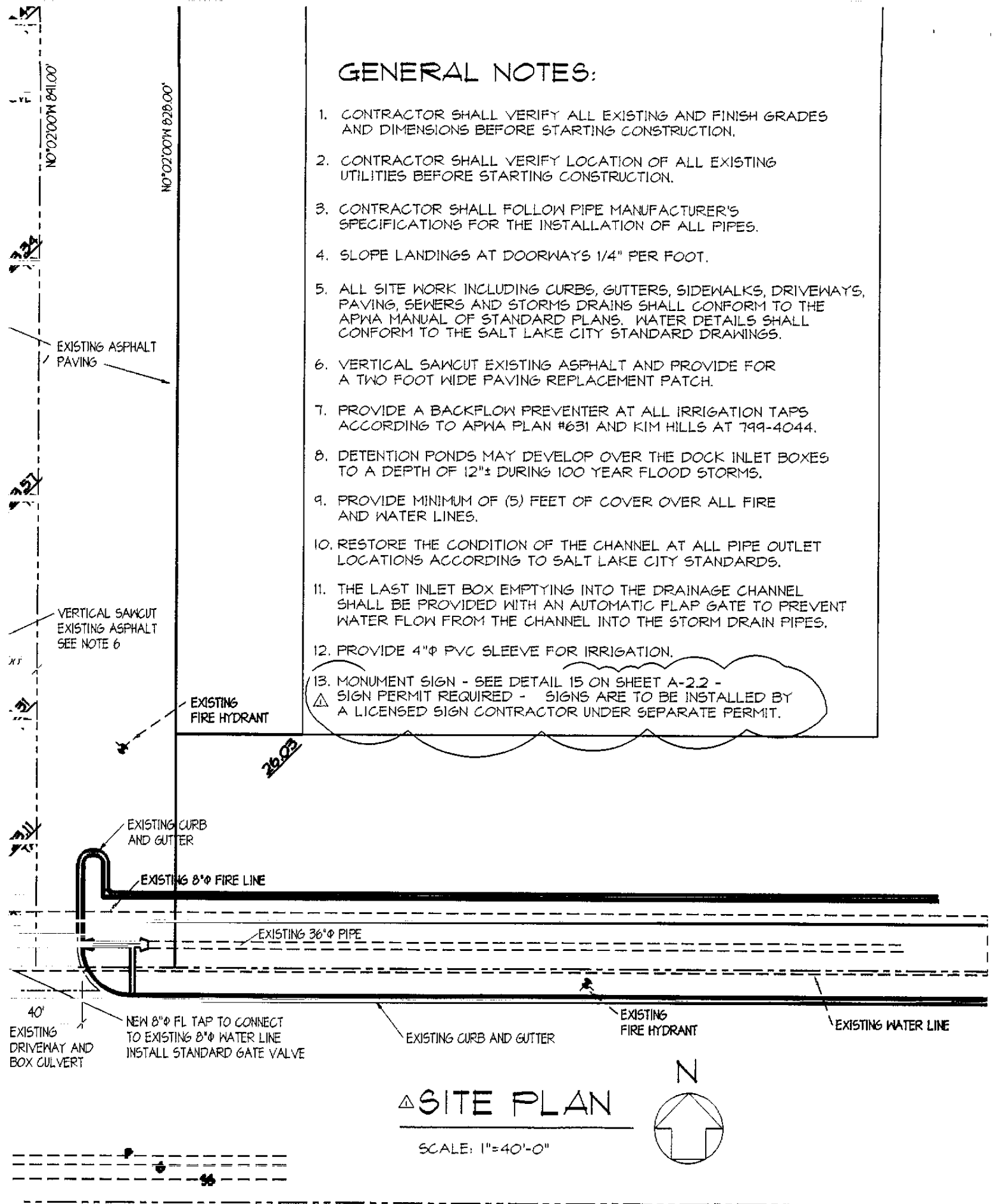
HAROLD GATTY DRIVE (575 NORTH STREET)

BK 8386 PG 0358

GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND FINISH GRADES AND DIMENSIONS BEFORE STARTING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING CONSTRUCTION.
3. CONTRACTOR SHALL FOLLOW PIPE MANUFACTURER'S SPECIFICATIONS FOR THE INSTALLATION OF ALL PIPES.
4. SLOPE LANDINGS AT DOORWAYS 1/4" PER FOOT.
5. ALL SITE WORK INCLUDING CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, PAVING, SEWERS AND STORMS DRAINS SHALL CONFORM TO THE APWA MANUAL OF STANDARD PLANS. WATER DETAILS SHALL CONFORM TO THE SALT LAKE CITY STANDARD DRAWINGS.
6. VERTICAL SAWCUT EXISTING ASPHALT AND PROVIDE FOR A TWO FOOT WIDE PAVING REPLACEMENT PATCH.
7. PROVIDE A BACKFLOW PREVENTER AT ALL IRRIGATION TAPS ACCORDING TO APWA PLAN #631 AND KIM HILLS AT 799-4044.
8. DETENTION PONDS MAY DEVELOP OVER THE DOCK INLET BOXES TO A DEPTH OF 12"± DURING 100 YEAR FLOOD STORMS.
9. PROVIDE MINIMUM OF (5) FEET OF COVER OVER ALL FIRE AND WATER LINES.
10. RESTORE THE CONDITION OF THE CHANNEL AT ALL PIPE OUTLET LOCATIONS ACCORDING TO SALT LAKE CITY STANDARDS.
11. THE LAST INLET BOX EMPTYING INTO THE DRAINAGE CHANNEL SHALL BE PROVIDED WITH AN AUTOMATIC FLAP GATE TO PREVENT WATER FLOW FROM THE CHANNEL INTO THE STORM DRAIN PIPES.
12. PROVIDE 4"φ PVC SLEEVE FOR IRRIGATION.

13. MONUMENT SIGN - SEE DETAIL 15 ON SHEET A-2.2 -
 △ SIGN PERMIT REQUIRED - SIGNS ARE TO BE INSTALLED BY
 A LICENSED SIGN CONTRACTOR UNDER SEPARATE PERMIT.



B K8386PG0359

BILLY MITCHELL ROAD (5170 WEST)

EXISTING FIRE HYDRANT

LEGEND

- 00- EXISTING CONTOUR ELEVATION
- 00 FINISH CONTOUR ELEVATION
- 0000 EXISTING SPOT ELEVATION
- 0000 FINISH SPOT ELEVATION
- TA TOP OF ASPHALT
- TC TOP OF CONCRETE
- TBC TOP BACK OF CURB
- SW TOP OF SIDEWALK
- TG TOP OF GRADE
- FL FLOWLINE
- ← DRAINAGE DIRECTION
- - - - - PROPERTY LINE
- IB □ INLET BOX
- JB □ JUNCTION BOX
- MHO MANHOLE
- COO CLEANOUT
- FH ● FIRE HYDRANT
- SD — STORM DRAIN LINE
- RD — ROOF DRAIN LINE
- W — WATER LINE
- FL — FIRE LINE
- SS — SANITARY SEWER LINE
- G — GAS LINE
- P — POWER LINE
- - - - - EXISTING UTILITY LINE
- NEW UTILITY LINE

△ JUNE 26, 2000 PLAN CHECK REVISIONS

X:\2224\camco.bmp

DRAIN BY

CHECKED BY
C.L.A.

JOB NO.
2224

DATE
MAY 16, 2000

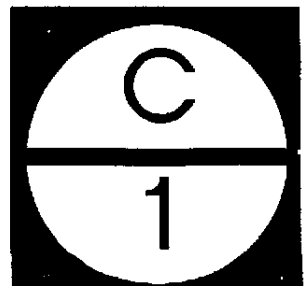
Ex E - SITE PLAN

A NEW DISTRIBUTION CENTER FOR

ATLANTIC FINANCIAL GROUP LTD.

TENANT: REGIS CORPORATION

5300 WEST HAROLD GATTY DRIVE SALT LAKE CITY, UTAH



BK8386PG0360