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WHEN RECORDED, RETURN TO:  
BRYAN B. TODD, ESQ.  
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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
EQUITY TITLE  
BY: RDJ, DEPUTY - WI 11 P.

**CREEK ROAD-TAYLOR  
RECIPROCAL EASEMENT AGREEMENT 22-29-426-015**

**THIS RECIPROCAL EASEMENT AGREEMENT** (this "Agreement") is made to be effective as of February 1, 2001 by **CREEK ROAD ASSOCIATES, LC**, a Utah limited liability company ("**CRA**") and **TAYLOR INVESTMENTS, L.C.**, a Utah limited liability company ("**Taylor**").

**WHEREAS**, CRA is the owner of that certain parcel of land legally described on **Exhibit A** attached hereto (the "**CRA Property**").

**WHEREAS**, Taylor is the owner of that certain parcel of land legally described on **Exhibit B** attached hereto (the "**Taylor Property**").

**WHEREAS**, CRA and Taylor desire to enter into the agreements contained herein related to the CRA Property and the Taylor Property (collectively, the "**Properties**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRA and Taylor (the "**Parties**") hereby agree as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

"**Driveways**" shall mean all driveways, drive aisles, entrances, exits and other vehicular accessways located upon the Properties, as the same may be replaced, relocated or otherwise modified from time to time.

"**Laws**" shall mean all applicable laws, ordinances, rules, regulations, orders, codes and statutes.

"**Person**" means any individual, legal entity, association or trust.

"**Sidewalks**" means all sidewalks, walkways and other pedestrian accessways located upon the Properties, as the same may be replaced, relocated or otherwise modified from time to time.

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**ARTICLE II  
EASEMENTS**

**Section 2.1 Grant of Easements.** The Parties grant, create, declare and reserve the following perpetual non-exclusive easements for the benefit of the Properties, all portions thereof and the Parties:

(a) an easement in, on and over all Driveways existing from time to time on the Properties and each portion thereof and the streets and highways abutting and adjacent thereto for the purposes of motor vehicle passage and circulation;

(b) an easement in, on and over the Sidewalks existing from time to time on the Properties for the purpose of unobstructed pedestrian passage and circulation;

(c) an easement for connecting to any and all public utility lines that may be constructed or installed in, on, over, under, across, or adjacent to any portion of the Properties, provided that (i) the Person making the connections promptly and adequately repairs all damage which may be caused by virtue thereof, and (ii) the Person making the connections does not unreasonably interfere with the improvements to or use of the subject Property, and provides security and other assurances satisfactory to the Owner thereof that such connections will be completed in accordance with the provisions hereof and in a good and workmanlike manner and in accordance with all Laws.

**Section 2.2 Conditions.** The grant of such easements shall include the following rights and be subject to the following restrictions and conditions:

(a) Each Owner shall have the right at any time and from time to time to make changes and alterations in, and to change the location of, all or any portion of the Driveways and Sidewalks located on its Property, and the related easements granted hereunder, without obtaining the consent or approval of any other Owner or Occupant, and the grant of easements hereunder shall not prevent nor impair the Owners from developing and modifying their Properties as they may see fit from time to time, but shall merely grant easement rights over and to the areas described above, as described above, as such areas may exist and be modified by their Owners from time to time.

(b) The free flow of vehicular traffic over the Driveways and the free flow of pedestrian traffic over the Sidewalks shall not be obstructed nor interfered with; provided, however, that the Parties shall be permitted to obstruct and interfere with the same as they relate to their own Properties to the extent reasonably necessary (i) for repair, maintenance, improvement and traffic regulation and control, and (ii) as recommended by legal counsel to prevent a dedication of the same for public use or the acquisition of any prescriptive rights by any Person; provided that all reasonable efforts shall be made to minimize unreasonable interference with respect to the use thereof by the Parties.

(c) Nothing contained in this Article shall be construed as restricting or prohibiting any Owner from (i) granting any additional easement rights over the easement areas created hereunder (the “Easement Areas”) located on its Property to any Persons, or (ii) using the ground below and/or the air space above the Easement Areas on its Property for any purpose, provided that the same does not materially interfere with the use thereof for their intended purposes manifest herein.

(d) Each of the easements granted and created under this Agreement, unless otherwise specified, shall be effective from and after the date on which the particular portion of the Properties to which it pertains is constructed and open for use.

(e) The provisions of this Article shall survive the expiration or sooner termination of this Agreement and shall continue in perpetuity, unless otherwise agreed to by all Owners.

(f) Any Owner may relocate any utility lines installed on its Property and connected to by another Owner, provided such relocation: (i) is performed only after thirty (30) days’ prior written notice to each Owner and Occupant that has connected to and is using the same or would otherwise be affected by such relocation, and provided that such relocation shall not materially interfere with or diminish the utility services to any such Owner or Occupant (except temporary interference with and diminution in utility services occurring during hours calculated to minimize the disturbance to each such Owner and Occupant, and provided the relocating Owner promptly reimburses each Owner and Occupant for the actual out-of-pocket costs or pass-through costs, expenses and losses incurred by each such Owner and Occupant as a result of such interference and/or diminution); (ii) shall not reduce the usefulness or function of the utility line involved; (iii) shall not increase the cost of utility service to any such Owner or Occupant; (iv) shall be performed in such a manner so as to minimize any interference with the business operations of each such Owner and Occupant (except that the relocating Owner shall not be obligated to incur overtime expenses or other extraordinary costs); and (v) shall comply with all Laws.

(g) Nothing contained herein shall be deemed to preclude any Owner from landscaping, paving, or otherwise improving the surface of the Easement Areas located upon its Property, provided that the same (i) does not materially interfere with the use of the same for the purposes provided herein or with access to the utility lines installed therein, and (ii) is installed, used and maintained (by and at the sole expense of the subject Owner) in accordance with all conditions and restrictions imposed thereon by this Agreement and in accordance with all Laws.

### **Section 2.3 Dedication of Easements.**

(a) Nothing contained in this Article, including, without limitation, the grant of easements hereunder, shall be deemed to constitute a dedication of any Property, or any portion thereof, to any governmental body or agency or to the general public, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes set forth in this Agreement.

(b) The Parties reserve and shall have, however, the right to dedicate and/or convey to any appropriate governmental entity, or to any public utility company providing service to a subject Property, all or any portion of the Easement Areas for the purposes for which they are intended, provided that no such dedication or conveyance shall be effected unless such governmental agency or utility company, as the case may be, properly accepts such dedication or conveyance. If, in connection with such dedication and/or conveyance and acceptance the Parties need or desire any Owners and/or Occupants to join in the execution of any applications, deeds, plats or other documents, then such other Owners and/or Occupants shall do so promptly upon request. Upon any such dedication and/or conveyance and upon proper acceptance thereof, the easements granted hereunder shall terminate to the extent of the easement so dedicated or conveyed without the payment of any consideration to the grantee thereof or any Owners or Occupants or other Persons on account of the termination of such easement. In the event that any such dedication and/or conveyance is reversed or abandoned, the easement rights set forth herein shall automatically revive.

(c) In the event that any Person required hereunder to join in the execution of any document fails to do so within ten (10) days after request from any Party, such Party shall be authorized to do so as attorney-in-fact for and in the name and stead of such Person, and such power of attorney shall be irrevocable and is coupled with an interest.

#### **Section 2.4 General Principles.**

(a) Unless specifically set forth in this Agreement to the contrary, all rights, privileges and easements granted under this Article or elsewhere in this Agreement are non-exclusive easements appurtenant to the benefited portions of the Properties and shall be in common with the Parties and their successors and assigns and all persons claiming by or through the same and, unless provided otherwise, are irrevocable and for the benefit of the Parties, the Owners, the Occupants and their respective heirs, representatives, successors, assigns, officers, partners, employees, agents, tenants, licensees, invitees, customers, and others claiming by or through them as the holders of interests in and to their respective Properties.

(b) All easements granted under this Agreement shall exist by virtue of this Agreement, without the necessity of confirmation by any other document. Upon termination of any easement (in whole or in part) or its release in respect of all or any part of the Properties, such easement shall be deemed to have been terminated or released without the necessity of confirmation by any other document; provided, however, that upon the request of any Party, each Owner and Occupant shall sign and acknowledge a document memorializing the existence (including, without limitation, the location and any conditions) or the termination or release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is reasonable.

(c) All easements granted in this Agreement are superior to all present and future leases, sales, conveyances, transfers, assignments, contracts, mortgages and other liens, encumbrances and documents in any way affecting any portion of the Properties, and any Person foreclosing any such mortgage, lien or encumbrance and any Person acquiring title to or an interest in any portion of the Properties as a result thereof shall acquire and hold the title to such

portion subject to such easements and the covenants, agreements, conditions and restrictions declared in this Agreement and all amendments hereto.

(d) Except as otherwise provided in this Article, whenever any easement created under this Article applies to the use of a facility in the Properties which has not been constructed or installed as of the date of this Agreement, the easement created for the use of the same shall not be effective until the particular facility to which the easement pertains is constructed or installed, and open for use. Moreover, the exact location of the subject Easement Area shall be confined to, and defined by, the location of the facility to which it pertains after construction or installation of such facility. Relocation of any facility in accordance herewith shall automatically constitute a relocation of the Easement Area related thereto, without the necessity of any consent or approval of any Person. Nevertheless, upon the request of the Parties in connection with the relocation of any facilities in accordance herewith, each Owner and Occupant shall join in the execution of a recordable instrument amending this Agreement and confirming the location of the relocated Easement Areas and facilities, and such instrument shall have the same effect and priority as this Agreement. In the event any Owner fails to execute any instrument so requested by any Party within ten (10) days of request, such Party shall have the right, power and privilege to do so as attorney-in-fact for and in the name and stead of such Owner; and such power of attorney shall be irrevocable and is coupled with an interest.

(e) Nothing contained in this Agreement shall obligate any Party to construct or install all or any portion of the Driveways, Sidewalks, utility lines or any other improvements described in this Agreement, and the granting of the easements pursuant to this Article shall not be construed to create any such obligation on the part of any Party to do so.

(f) Notwithstanding the fact that the Parties are, in certain circumstances, both the grantors and the grantees of some of the rights and easements created under this Agreement, it is the intent of the Parties that there be no merger of their respective interests with respect to such rights and easements, it being understood and agreed that the easements created under this Agreement are for the benefit of and appurtenant to all portions of the land constituting the Properties, and not for the benefit of any particular Person (except as may otherwise be specifically provided herein).

### **ARTICLE III MAINTENANCE AND REPAIR**

Each Owner shall, without cost or expense to any other Owner or Occupant, keep and maintain, or cause to be kept and maintained, the Driveways and Sidewalks on its Property in a good and safe state of repair and in a clean, sanitary and orderly condition and in compliance with all Laws, including, without limitation, (i) maintaining all paved surfaces and curbs in a smooth and evenly covered condition, which maintenance work shall include, without limitation, removing snow and ice, sweeping, repairing, resurfacing and lighting; (ii) keeping its Property free from obstructions except as specifically permitted under this Agreement; and (iii) sweeping, maintaining, repairing and resurfacing Sidewalks. In the event that any Owner fails to perform or cause to be performed any of its duties or obligations provided herein, and such failure is not corrected within a reasonable period of time after another Owner sends written notice of such

failure to the former, then the latter shall have the right to enter upon the subject Property in order to correct such failure, whereupon all costs and expenses incurred by such Owner in connection with the correction of such failure, with interest thereon at the nationally prevailing "prime rate" (or equivalent thereof), shall be paid by the non-performing Owner to the performing Owner upon demand for the same. For the purposes of the preceding sentence, a failure shall be deemed to be corrected "within a reasonable period of time" after notice if such failure is corrected within thirty (30) days after such notice, or, if such failure is such that it cannot be corrected with due diligence within such thirty (30) day period, the Owner of the subject Property commences correction of such failure within such thirty (30) day period and thereafter continuously and diligently prosecutes the same to completion as soon as practicable. The Parties grant, declare, create and reserve an easement to enter upon each Property for the purpose of exercising the rights and duties hereunder.

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.1 Amendment.** Except as otherwise provided in this Agreement, this Agreement may be amended and/or supplemented only by a writing signed by all Parties and consented to by the mortgagees of record of the affected Properties, without the consent of any other Persons.

**Section 4.2 Excuses for Non-Performance.** Notwithstanding anything to the contrary contained in this Agreement, the Parties and each Owner and Occupant shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by fire, earthquake, floods, explosion, actions of the elements which are not reasonably anticipatable, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies on the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, Laws, actions (or lack of actions) by governmental authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the otherwise defaulting Party.

**Section 4.3 Violation.** Except as provided otherwise in this Agreement, each Owner shall have the right to prosecute any proceedings at law or in equity against any Person violating or attempting to violate any of the provisions contained in this Agreement, in order to prevent the violating Person from violating or attempting to violate the provisions of this Agreement. The remedies available under this Section shall include, without limitation, ex parte applications for temporary restraining orders, preliminary injunction and permanent injunctions enjoining any such violation or attempted violation, and actions for specific performance of this Agreement.

**Section 4.4 Benefit of Agreement.** The provisions of this Agreement are for the exclusive benefit of the Parties, the Owners and the Occupants and, except as otherwise provided in this Agreement, not for the benefit of any other Person. Except as otherwise provided in this Agreement, this Agreement shall not be deemed to have conferred any rights, express or implied, upon any third person.

**Section 4.5 Captions.** The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or described the scope or intent of this Agreement, and they shall not affect the interpretation of this Agreement.

**Section 4.6 Covenants Run with the Land.** The covenants, easements, agreements, promises and duties set forth in this Agreement shall be construed as covenants and not as conditions and, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the land and constitute equitable servitudes as between the Property of the respective covenantor, as the servient tenement, and the Property of the respective covenantee, as the dominant tenement. Except as otherwise provided in this Agreement, each covenant to do or refrain from doing some act on a Property under this Agreement (i) is a burden upon such Property (or the portion thereof which is affected) and is for the benefit of the other Property, (ii) runs with such Property and (iii) shall be binding upon each Owner, Occupant and Property and each successor thereto, and shall benefit each Owner, Occupant and Property. If and to the extent that any of the covenants or other provisions herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Michael Leavitt (current Governor of the State of Utah), living at the date of this Agreement.

**Section 4.7 Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Owners.

**Section 4.8 Governing Laws.** This Agreement shall be governed by, and enforced in accordance with the Laws of the State of Utah.

**Section 4.9 Not Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Properties to the general public, for the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed in this Agreement solely for the benefit of the Parties, the Owners and, to the extent expressly stated herein, the Occupants.

**Section 4.10 Litigation Expenses.** If any Owner or Occupant shall bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) against another Owner or Occupant by reason of the breach or alleged violation of any covenant, term or obligation of this Agreement, or otherwise arising out of this Agreement, the Prevailing Person (as defined below) in such action or proceeding shall be entitled to its costs and expenses of suit including, without limitation, reasonable attorneys' fees and disbursements, which shall be payable by the other Owner or Occupant whether or not such action is prosecuted to judgment. "Prevailing Person" within the meaning of this Section shall include, without limitation, a Person who, in an adversarial proceeding is awarded damages or other relief substantially equal to the relief sought by such Person, or who successfully defends such proceeding, or who dismisses an action for recovery under this Agreement in exchange for

payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action. If any Owner or Occupant is required to initiate or defend any action or proceeding with a third party (including, without limitation, any cross-complaint, counterclaim or third party claim) because of another Owner's or Occupant's breach of this Agreement, or otherwise arising out of this Agreement, and such Person is the Prevailing Person in such action or proceeding, then such Prevailing Person shall be entitled to reasonable attorneys' fees and disbursements from such other Owner or Occupant. Attorneys' fees under this Agreement shall include, without limitation, attorneys' fees on any appeal. In addition, the Prevailing Person shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

**Section 4.11 Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions of this Agreement or the application thereof to any other Person or circumstances and the remainder of this Agreement shall remain in effect, provided that if such invalidation would render the remaining portions of this Agreement ineffective to carry out the material intentions of the Parties as expressed or implied by this Agreement, then the invalid provision(s) hereof shall be construed, and this Agreement shall be deemed amended, as if such provision were replaced with an enforceable provision which effectuates, as nearly as possible, the material intentions of the Parties.

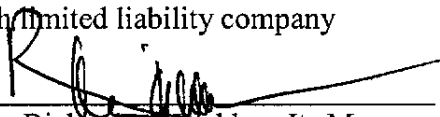
**Section 4.12 Entire Agreement.** This Agreement contains all the representations and the entire agreement with respect to the subject matter of this Agreement as of the date hereof. Any prior correspondence, inducements, memoranda or agreements are superseded in total by and integrated into this Agreement.

**Section 4.13 Approvals.** All approvals, consents, designations, opinions, determinations and other actions of the Parties, Owners and Occupants called for hereunder shall not be unreasonably withheld or delayed, and shall be undertaken in a reasonable manner.

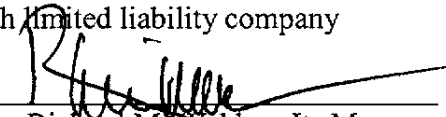
**IN WITNESS WHEREOF,** the Parties have duly executed this Agreement.

**DECLARANT:**

**CREEK ROAD ASSOCIATES, LC,**  
a Utah limited liability company

By:   
Richard M. Webber, Its Manager

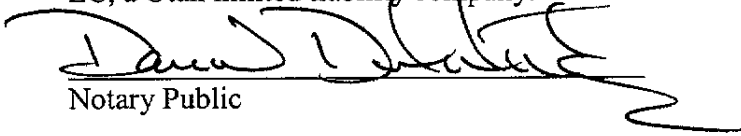
**TAYLOR INVESTMENTS, L.C.,**  
a Utah limited liability company

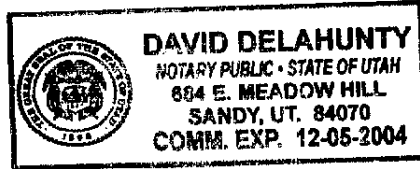
By:   
Richard M. Webber, Its Manager



STATE OF UTAH  
COUNTY OF Salt Lake

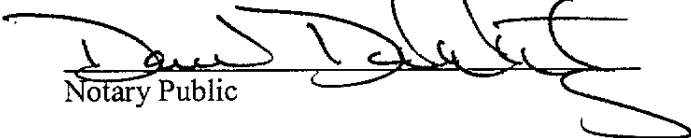
The foregoing instrument was acknowledged before me on 20th February 2001, by Richard M. Webber, who acknowledged that he execute the same as Manager of Creek Road Associates, LC, a Utah limited liability company.

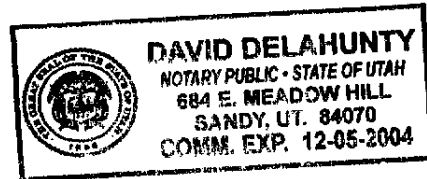
  
Notary Public



STATE OF UTAH  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me on 20th February 2001, by Richard M. Webber, who acknowledged that he execute the same as Manager of Taylor Investments, L.C., a Utah limited liability company.

  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE CRA PROPERTY**

Commencing at the East Quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West a distance of 697.93 feet; thence South a distance of 185.75 feet; thence South 89° 45' 42" West a distance of 201.33 feet to the Northeast corner of Lot 16, as filed on Curtis Subdivision No. 4, said point being the point of beginning; thence South 89° 45' 42" West a distance of 407.01 feet; thence North 46° 41' 30" West a distance of 171.35 feet; thence Northwesterly along a curve to the right having a radius of 15.00 feet; through a central angle of 44° 18' 32" a distance of 11.60 feet; thence Northwesterly along a reverse curve to the left, having a radius of 50.00 feet, through a central angle of 24° 43' 44" a distance of 21.58 feet; thence North 43° 18' 30" East a distance of 85.35 feet; thence North 18° 46' 30" East, a distance of 110.09 feet; thence South 71° 13' 30" East a distance of 195.96 feet; thence North 19° 38' 32" East a distance of 191.15 feet; thence Southeasterly along a curve to the right having a radius of 541.75 feet through a central angle of 50° 25' 20" a distance of 476.73 feet (chord bears South 25° 24' 54" East 461.490'); thence South a distance of 16.71 feet to the point of beginning.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE TAYLOR PROPERTY**

Beginning at a point on the northerly line of the old Little Cottonwood Creek Road, said point lies West 697.93 feet, more or less, South 185.75 feet, more or less and South 89°45'42" West 608.34 feet from the East Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence from said point of beginning, along the northerly line of said old abandoned portion of Little Cottonwood Creek Road the following six courses: (1) South 46°41'30" East 56.31 feet; (2) Southeasterly 132.607 feet along the arc of a curve to the right having a radius of 335.94 feet, a central angle of 22°37'00" and a chord bearing and length of South 35°23'00" East 131.748 feet; (3) South 24°04'30" East 68.20 feet; (4) Southeasterly 199.533 feet along the arc of a curve to the left having a radius of 350.06 feet, a central angle of 32°39'30" and a chord bearing and length of South 40°24'15" East 196.842 feet; (5) South 56°44'00" East 113.26 feet; (6) Southeasterly 53.154 feet along the arc of a curve to the right having a radius of 474.68 feet, a central angle of 6°24'57" and a chord bearing and length of South 53°31'31" East 53.126 feet, more or less to intersect the westerly line of the current Little Cottonwood Creek Road; thence along said westerly line, Southeasterly 171.799 feet along the arc of a curve to the left having a radius of 450.74 feet, a central angle of 21°50'18" and a chord bearing and length of South 17°40'03" East 170.761 feet; thence along the southerly line of the old abandoned portion of said Little Cottonwood Creek Road the following six courses: (1) Northwesterly 192.686 feet along the arc of a curve to the left having a radius of 408.68 feet, a central angle of 27°00'50" and a chord bearing and length of North 43°13'35" West 190.906 feet; (2) North 56°44'00" West 113.26 feet; (3) Northwesterly 237.152 feet along the arc or a curve to the right having a radius of 416.06 feet a central angle of 32°39'30" and a chord bearing and length of North 40°24'15" West 233.955 feet; (4) North 24°04'30" West 68.20 feet; (5) Northwesterly 106.555 feet along the arc of a curve to the left having a radius of 269.94 feet, a central angle of 22°37'00" and a chord bearing and length of North 35°23'00" West 105.864 feet; (6) North 46°41'30" West 299.76 feet more or less to intersect the easterly line of Union Park Avenue; thence along said easterly line, Northeasterly 74.430 feet along the arc of a curve to the right having a radius of 1001.69 feet, a central angle of 4°15'26" and a chord bearing and length of North 15°42'28" East 74.413 feet; thence along the northerly line of the old abandoned portion of said Little Cottonwood Creek Road the following four courses: (1) South 46°41'30" East 22.31 feet; (2) Southeasterly 83.183 feet along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 95°19'16" and a chord bearing and length of South 50°02'36" East 73.916 feet; (3) Southeasterly 11.600 feet along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 44°18'32" and a chord bearing and length of South 24°32'14" East 11.313 feet; (4) South 46°41'30" East 171.35 feet to the point of beginning.