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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-FAC. CONST. & MANAGEMENT  
4110 STATE OFFICE BLDG  
SLC UT 84114  
BY: SLH, DEPUTY - MA 10 P.

MUTUAL USE EASEMENT AGREEMENT  
September 1, 1997

8257995

UTAH STATE BUILDING OWNERSHIP AUTHORITY  
BY AND THROUGH  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
4110 STATE OFFICE BUILDING  
SALT LAKE CITY, UTAH

AND

WELLS FARGO BANK NORTHWEST, N.A.  
FORMERLY KNOWN AS FIRST SECURITY BANK, N.A.  
CORPORATE PROPERTIES GROUP  
5201 WEST AMELIA EARHART DRIVE  
SALT LAKE CITY, UTAH 84116

BK8607PG0856

UTAH STATE BUILDING OWNERSHIP AUTHORITY

MUTUAL USE EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into by WELLS FARGO BANK hereinafter collectively referred to as "GRANTOR" and the UTAH STATE BUILDING OWNERSHIP AUTHORITY, hereinafter referred to as "GRANTEE."

WITNESSETH:

WHEREAS, GRANTOR is the owner of that certain land situated at Lot 6, Block 39, Plat A, Salt Lake City in Salt Lake County, State of Utah and more specifically described in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, GRANTOR has agreed that it will be in the best interest of both parties for GRANTEE to construct a mutual use Pedestrian Walkway and Emergency Vehicle Access Right-of-Way on the properties more specifically described in Exhibit "A"; and

WHEREAS, in exchange for the mutual use of said Property by the parties, GRANTEE shall construct all improvements as depicted in the drawings contained in Exhibit "B" which is attached hereto and made a part hereof; and

WHEREAS, GRANTOR and GRANTEE have mutually agreed to share in the costs of the development of the Pedestrian Walkway and Emergency Vehicle Access Right-of-Way; and

WHEREAS, GRANTEE has agreed to assume full responsibility for the operations and maintenance of the Pedestrian Walkway and Emergency Vehicle Access Right-of-Way at its sole cost and expense for the term hereof; and

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, GRANTOR hereby conveys unto GRANTEE an Easement in the above described lands in Salt Lake County, State of Utah subject to the following:

**WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1. DESCRIPTION OF EASEMENT**

a. GRANTOR does hereby convey a Mutual Use Easement unto GRANTEE, and GRANTEE does hereby accept to use that certain real property comprising approximately 6,716.95 square feet of raw ground, hereinafter referred to as "Property", situated in the Northwest corner of lot 6, block 39, plat "A" located in Salt Lake City, State of Utah and more specifically defined on Exhibit "A" which is attached hereto and made a part hereof.

b. GRANTEE does hereby convey a Mutual Use Easement unto GRANTOR, and GRANTOR does hereby accept to use that certain real property comprising approximately 7,313.72 square feet of raw ground, hereinafter referred to as "Property", situated in the Northwest corner of lot 6, block 39, plat "A" located in Salt Lake City, State of Utah and more specifically defined on Exhibit "A" which is attached hereto and made a part hereof.

c. The above described Property is to be mutually used by GRANTOR and GRANTEE together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the Property, and all rights and privileges incident thereto. GRANTEE shall have the right at its expense, and in conformity with applicable laws and ordinances, and subject to prior written approval of GRANTOR, which shall not be unreasonably withheld, to maintain, trim, cut or remove any landscape materials, repair light fixtures and accessories as GRANTEE may deem necessary to maintain those certain improvements more specifically described on Exhibit "B" which is attached and made a part hereof.

**SECTION 2. TERM OF EASEMENT**

The term of this Easement Agreement shall commence on the first day of September 1997, and shall continue thereafter as a perpetual Mutual Use Easement until terminated by mutual consent of both GRANTOR and GRANTEE or their survivors. Said Termination shall be a written document and shall be executed by all parties. Upon execution the document shall be recorded in the Salt Lake County Recorder's Office.

**SECTION 3. CONSIDERATION**

In consideration of granting this Easement, GRANTEE agrees to provide, fabricate, install and maintain said Pedestrian Walkway and Emergency Vehicle Access Right-of-Way, hereinafter referred to as "Improvements", such Improvements being more specifically described in Exhibit "B"

State of Utah / Wells Fargo Bank Northwest N.A.

hereof. These Improvements shall be provided at a total cost of Two Hundred Seventy-Six Thousand, and 00/100 Dollars (\$276,000.00). GRANTOR shall pay to GRANTEE the sum of Fifty-Six Thousand, Five Hundred and 00/100 Dollars (\$56,500.00) as its share of the cost of these Improvements. GRANTEE shall pay One Hundred Thirty-Five Thousand, Five Hundred and 00/100 Dollars (\$135,500.00).

**SECTION 4. USE OF PROPERTY**

a. The Property shall be used solely for the purpose of GRANTEE to construct and maintain a Pedestrian Walkway and Emergency Vehicle Access Right-of-Way, hereinafter referred to as a "Pedestrian Walkway", together with the installation and maintenance of such electrical lighting equipment, sprinkling systems, utilities and landscaping as may be necessary, appropriate, or incidental to the use of said Property for such purposes. No other signs, structures, lights, lettering, or other forms of inscription or advertising devices shall be displayed on the Property without prior written approval of all parties hereto. GRANTOR reserves to itself the right to the use and development of the Property surrounding the subject property.

b. GRANTOR shall not prevent GRANTEE and the public from being able to use the Pedestrian Walkway for its intended purpose, including pedestrian access to public buildings as well as any emergency vehicle access to any public buildings.

**SECTION 5. REPAIR AND MAINTENANCE**

a. GRANTEE shall maintain the Property in good condition and repair and continuously maintain the Property in accordance with all applicable rules and regulations of any duly authorized governmental agency or body.

b. All repairs and maintenance of the Mutual Use Easement shall be made at the sole cost and expense of GRANTEE. GRANTEE shall be responsible for 1) structural repairs and wind damage; 2) providing full service repair and maintenance of all electrical, lighting equipment and sprinkling systems; and 3) providing routine landscape maintenance and general upkeep as may be required. GRANTEE agrees to make timely repairs and have adequate maintenance procedures.

c. If, upon inspection, GRANTOR determines repairs or corrections are necessary at any time during the term of this Easement, GRANTEE shall have thirty (30) days to make such repairs and/or maintenance upon receiving written notification from GRANTOR. In the event the repairs are not completed within the Thirty (30) day period, GRANTOR shall have the right to complete the work and the GRANTEE shall reimburse the GRANTOR for the cost of the repairs accomplished. In making any repairs, improvements or alterations on the Pedestrian Walkway and

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the Emergency Vehicle Access Right-of-Way, GRANTEE shall keep the Property free from any mechanic's liens arising out of any such work performed, material furnished, or obligations incurred by GRANTEE.

d. If all parties agree to Improvements and Modifications to the Easement and all parties agree to the scope, cost and payments associated with such Improvement or Modification, this agreement can be amended to accommodate the agreed upon Improvements and Modifications.

**SECTION 6. COVENANTS, CONDITIONS AND RESTRICTIONS**

a. GRANTEE and GRANTOR shall not commit, or permit others to commit, waste on the Property or commit any other act that could disturb the quiet enjoyment of GRANTOR and GRANTEE or neighbors on reserved or adjacent property.

b. GRANTEE shall not, voluntarily or involuntarily or by operation of law or otherwise, assign or hypothecate its interest in the Easement.

c. GRANTOR and GRANTEE shall not place, store, or use in or about the Property any explosives, acids, caustics, or any other inflammable explosive or hazardous materials on the Easement. GRANTOR and GRANTEE shall not store any gasoline, kerosene or oil in or about the Easement.

**SECTION 7. HOLD HARMLESS AND INSURANCE**

a. GRANTEE and GRANTOR shall exonerate, save harmless, protect, and indemnify each other from and against any and all losses, damages, claims, suits, or actions for any damage or injury to persons or property caused by the construction and maintenance of the Pedestrian Walkway and Emergency Vehicle Access Right-of-Way or parts thereof and insurance coverage for such Easement shall be included in the public liability policy which GRANTEE and GRANTOR are required to furnish under Section 11(b) of this Easement. GRANTEE agrees that the GRANTOR disclaims any responsibility for acts of GRANTEE, its employees or agents in the operation of the Easement.

b. GRANTEE shall provide and pay for at its own expense Public Liability Insurance, to the limits required by the laws of the State of Utah, covering liability arising from claims of workmen or members of the public in respect to any use of the Property during the period of the Easement. GRANTEE shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least twenty (20) days, after receipt by GRANTOR of written notice thereof.

**SECTION 8. REPRESENTATION**

a. GRANTOR and GRANTEE represents that they are the lawful owners of the Property and that they have the right to encumber the same as herein provided.

b. GRANTEE represents that it has examined the Property and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Property, and GRANTEE accepts the same in the condition as now exists.

**SECTION 9. TERMINATION & SURRENDER OF PROPERTY**

Upon termination of the Easement, GRANTEE agrees to surrender the Property in good order and condition.

**SECTION 10. COST & ATTORNEY'S FEES**

In case of default in carrying out the terms and conditions of this Easement, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this Easement. If a breach of contract is alleged by either party against the other party, fifteen (15) days prior written notice of default shall be given to the other party before any legal action is taken.

**SECTION 11. MANNER OF GIVING NOTICE**

Any notice to be given by either party to the other pursuant to the provisions of this Easement or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom it is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

If to GRANTEE:

Utah State Building Ownership Authority  
Attention: Real Estate Manager  
4110 State Office Building  
Salt Lake City, Utah 84114

If to GRANTOR:

Wells Fargo Bank Northwest, N.A.  
Corporate Properties Group  
5201 Amelia Earhart Drive  
Salt Lake City, Utah 84116

**SECTION 12. OPTIONS TO TERMINATE EASEMENT**

GRANTEE reserves the right to terminate this Easement Agreement if the Utah State Legislature passes legislation specifically impacting the GRANTEE'S ability to continue to use the Easement. GRANTEE, therefore, reserves the right for the above reasons to terminate the Easement Agreement by giving sixty (60) days advance written notice to GRANTOR of its intention to terminate said Easement Agreement.

**SECTION 13. MARGINAL CAPTIONS**

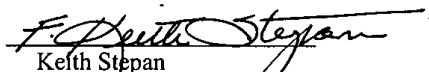
The various headings and numbers herein and the grouping of the provisions of this Easement into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

**SECTION 14. ENTIRE AGREEMENT**

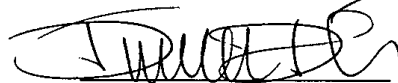
This Easement and the Exhibits, if any, attached hereto, and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between GRANTEE and GRANTOR governing the Property. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Easement shall be binding upon GRANTEE or GRANTOR unless and until reduced to writing and signed by both parties. Submission of this instrument by GRANTOR to GRANTEE for examination shall not bind GRANTOR in any manner, and no Easement, contract, option, agreement to Easement or other obligation of GRANTOR shall arise until this instrument is signed by GRANTOR and GRANTEE and recorded in the Salt Lake County Recorder's Office.

IN WITNESS WHEREOF, the parties hereto sign and cause this Easement to be executed.

GRANTEE  
Utah State Building Ownership Authority

  
Keith Stepan  
Chairman

GRANTOR  
Wells Fargo Bank Northwest, N.A.

  
Durell Dibb  
Vice President

ATTEST: (Seal)

STATE OF UTAH )  
: SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2002 by Keith Stepan, the Chairman of the Utah State Building Ownership Authority.

Sharon Annette Julander  
Notary Public



STATE OF UTAH )  
: SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 2002 by Durell Dibb, Vice President of Wells Fargo Bank Northwest, N.A.

Linda Liljequist  
Notary Public

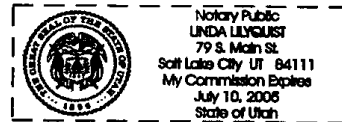




EXHIBIT "A"

CHURCH STREET EASEMENT  
LEGAL DESCRIPTIONS  
SALT LAKE COURTS COMPLEX

WELLS FARGO BANK  
COUNTY TAX ID # 16-06-306-001

Beginning at the Northwest corner of Lot 6, Block 39, plat "A", Salt Lake City Survey and running thence South 00°00'59" East 247.56 feet, along the Easterly boundary line of the Wells Fargo Bank property to the Southerly boundary line of said property; thence South 89°58'24" West 26.06 feet along said boundary line; thence North 00°00'59" West 196.35 feet; thence South 89°58'24" West 5.17 feet; thence North 00°00'59" West 51.21 feet to the Northerly boundary line of said property; thence North 89°58'24" East 31.23 feet along said boundary line to the point of beginning. Contains 0.1542 acres, more or less

SINCLAIR OIL  
COUNTY TAX ID # 16-06-306-009, 16-06-306-010, 16-06-306-011, 16-06-306-012, 16-06-306-013, 16-06-306-016

Beginning at a point on the Northerly boundary line of the Sinclair Oil property which is South 00°00'59" East 247.56 feet from the Northwest corner of Lot 6, Block 39, Flat "A", Salt Lake City Survey and running thence South 00°00'59" East 412.59 feet to the Southerly boundary line of said property; thence South 89°58'24" West 47.57 feet along said boundary line to a point on a 47.57 foot radius curve to the right (radius point bears North 89°56'17" East 47.57 feet), thence Northeasterly 62.11 feet along the arc of said curve through a central angle of 74°48'22" (chord bears North 37°20'28" East 57.79 feet); thence North 00°00'59" West 200.81 feet; thence South 89°58'24" West 5.00 feet; thence North 00°00'59" West 165.85 feet to the Northerly boundary line of said property; thence North 89°58'24" East 17.50 feet along said boundary line to the point of beginning. Contains 0.1648 acres, more or less.

STATE OF UTAH  
COUNTY TAX ID # 16-06-306-037-000

Beginning at the Northwest corner of Lot 6, Block 39, Plat "A", Salt Lake City Survey and running thence North 89°58'24" East 26.64 feet; thence South 00°00'59" East 7.10 feet to a point of curvature with a 26.64 foot radius curve to the right; thence Southwesterly 31.59 feet along the arc of said curve through a central angle of 67°56'11" (chord bears South 33°57'07" West 29.77 feet); thence South 00°00'59" East 603.68 feet to a point on a 26.64 foot radius curve to the right; thence Southeasterly 31.58 feet along the arc of said curve through a central angle of 67°55'37" (chord bears South 33°59'25" East 29.77 feet); thence South 89°58'24" West 26.64 feet; thence North 00°00'59" West 660.15 feet to the point of beginning. Contains 0.1679 acres, more or less.

September 4, 1997  
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CHURCH DES.rtf

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