

When Recorded Mail to;
Heber Jacobsen
2735 East Parleys Way, Suite 201
Salt Lake City, Utah 84109

7622377
04/21/2000 09:18 AM 28.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: SBM, DEPUTY - WI 9 P.

DECLARATION AND GRANT OF EASEMENTS

THIS DECLARATION AND GRANT OF EASEMENTS is made and entered into this 18th day of April, 2000, by and between LISTENERS COMMUNITY RADIO OF UTAH, INC. (hereinafter called "Listeners"), with a mailing address of 1973 West North Temple, Salt Lake City, Utah, 84116, and HEBER S. JACOBSEN, an individual (hereinafter called "Jacobsen"), with a mailing address of 2735 East Parleys Way, Suite 201, Salt Lake City, Utah, 84109.

RECITALS:

This instrument is made and entered into with reference to the following definitions and recitals of fact, which are a material part hereof.

A. WHEREAS, Listeners is the owner of certain real property (hereinafter called the "Listeners Property") located in Salt Lake City, County of Salt Lake, State of Utah, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, said property having been purchased from Jacobsen; and

B. WHEREAS, Jacobsen is the owner of certain real property located immediately adjacent to, and contiguous with the westerly boundary of the Listeners Property, which property is currently paved and is more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof; and

C. WHEREAS, Listeners desires to obtain from Jacobsen, and Jacobsen is willing to grant to Listeners, a right-of-way and easement for ingress and egress upon, over and across the property described in Exhibit "B", and Jacobsen desires to obtain from Listeners, and Listeners is willing to grant to Jacobsen, a right-of-way and easement for ingress and egress upon, over and across a portion of the property described in Exhibit "A", which portion is more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof. Together the two properties described on Exhibits "B" and "C" shall hereinafter be referred to as the "Roadway Easement Premises"; and

D. WHEREAS, Jacobsen and Listeners also desire to establish certain agreements regarding the maintenance of the Roadway Easement Premises; and

E. WHEREAS, the Listeners Property and the Roadway Easement Premises are more particularly described and located on that certain boundary survey undertaken by McNeil Engineering and Land Surveying, L.C. dated October 14, 1999, a copy of which survey is attached hereto as Exhibit "D" and by this reference made a part hereof. In the event any of the descriptions contained herein are found to be inaccurate, the parties hereto agree to cooperate to obtain accurate descriptions as needed for the future disposition and conduct of the management and ownership of their respective parcels of property.

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Jacobsen's Grant of Easement. Jacobsen hereby grants to Listeners, its successors heirs and assigns, and their respective tenants, customers, invitees and employees, as an easement appurtenant to the Listeners Property as described on

LTC # 23379

BK8356PG6011

7622377

Exhibit "A", a perpetual easement and right for ingress and egress over and across the Jacobsen Property described on Exhibit "B"

2. Listeners Grant of Easement. Listeners hereby grants to Jacobsen, its successors heirs and assigns, and their respective tenants, customers, invitees and employees, as an easement appurtenant to the Jacobsen Property as described on Exhibit "B" a perpetual easement and right for ingress and egress over and across the west 12.52 feet of the Listeners Property described on Exhibit "A"

3. Use of Roadway Easement Premises. Each party hereto shall have the use of the Roadway Easement Premises on a non exclusive basis, and the right to use the Roadway Easement Premises for ingress and egress shall be in common with the other property owners, tenants, invitees, subtenants, customers, and employees of the businesses making up the business park in which the Roadway Easement Premises are located.

4. Maintenance Standard. Jacobsen covenants at all times to keep the Roadway Easement Premises in good repair as a roadway for vehicular traffic, including paving with concrete or asphalt, marking with painted lines for the orderly flow of traffic and snow removal as are consistent with the maintenance of a commercial business park. If Jacobsen shall fail to maintain the Roadway Easement Premises as required pursuant to this paragraph 4, Listeners shall give Jacobsen written notice of the claimed maintenance failure, and Jacobsen shall have thirty (30) days following the giving of such notice to cure the failure. If Jacobsen has failed to cure the maintenance failure within a thirty (30) day period, or if the failure is not capable of being cured within a thirty (30) day period and Jacobsen shall fail to begin to cure the failure, Listeners may, but shall not be required to, cure the failure, and Listeners may deduct any reasonable costs it incurs in curing the failure from the Maintenance Fee, as defined below, next due and owing. If the reasonable costs incurred by Listeners in curing the maintenance failure are in excess of the amount of the next due Maintenance Fee payment, then Listeners shall have the right to make demand upon Jacobsen for payment of that sum which exceeds the next Maintenance Fee payment, which sum Jacobsen agrees to pay to Listeners within fifteen (15) days after receipt of Listeners written demand for payment. If Jacobsen fails to pay in full within the fifteen (15) day period, the unpaid amount shall bear interest from the date of receipt of notice to the date of payment at the rate of fifteen percent (15%) per annum.

5. Maintenance Fee. Commencing June 1, 2000 and continuing on January 1 and June 1 of every year thereafter, Listeners, for so long as it is the owner of record of the Listeners Property, and thereafter Listeners's successors and assigns, shall pay to Jacobsen a semi-annual fee (the "Maintenance Fee"), which fee represents a contribution by Listeners towards payment of the costs of maintaining Listeners's pro rata share of the Roadway Easement Premises. The Maintenance Fee due June 1, 2000, and January 1, 2001 shall be in the amount of Two Hundred and Fifty Dollars (\$250.00). Thereafter, the Maintenance Fee shall increase by four percent (4%) each year. It is acknowledged and agreed by the parties hereto that the four percent (4%) annual increase in the Maintenance Fee shall remain constant regardless of the actual annual costs of maintaining the Roadway Easement Premises. If Listeners shall fail to pay the Maintenance Fee in full by the twentieth day of the month of June or January of any year (as the case may be), the unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of fifteen percent (15%) per annum. Additionally, if Listeners's failure to pay the Maintenance Fee continues for more than sixty (60) days after the billing is sent to Listeners, Jacobsen shall have the right to record a Notice of Lien against the Listeners Property in the amount of the delinquent Maintenance Fee. Notwithstanding the foregoing, Jacobsen shall not be entitled to record a Notice of Lien against the Listeners Property if Listeners gives Jacobsen written notice that it is contesting payment of the Maintenance Fee and provided that

Listeners either posts a bond in favor of Jacobsen or pays into escrow the amount of the contested Maintenance Fee pending resolution of Listeners's objection to payment.

6. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties hereto. Whenever a transfer of the parcels described in paragraphs A and B above takes place, liability of the transferor for breach of covenant occurring thereafter shall automatically terminate and shall automatically be assumed by the transferee of said parcel.

7. Notices. The giving of notice required hereunder shall be in writing and shall be sent to either party at the addresses set forth in the opening paragraph above (or to any other address provided in writing by either party to the other), by registered or certified mail, postage prepaid, return receipt requested, or by reputable commercial overnight delivery services providing a receipt, or a telecopy if the receipt of said notice can and is verified by the sending party. Notice shall be deemed to have been given on the third (3rd) business day following the date of mailing or upon the date set forth in the report of delivery in the case of commercial overnight delivery service, or on the date of sending in the case of a telecopied notice.

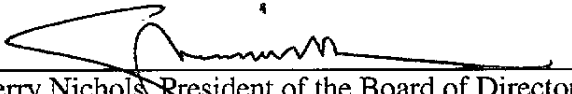
8. Attorney's Fees and Arbitration. Either party may seek to enforce this instrument, and the prevailing party in such dispute shall be entitled to recover its costs and reasonable attorney's fees, provided that, however, the parties hereto hereby agree that any such dispute arising from the enforcement or interpretation of this instrument shall be submitted to arbitration, and that said arbitration shall be conducted by a professional arbitration association, and that the decision of the arbitrators shall be binding upon the parties hereto.

9. Recording of Easements. Each party hereto shall pay one-half (1/2) the cost of recording the easements described herein on the records of the Salt Lake County Recorder,

IN WITNESS WHEREOF, this Declaration and Grant of Easements is made and executed the day and year first above written.

"Listeners"


LISTENERS COMMUNITY RADIO OF UTAH, INC.



Jerry Nichols, Resident of the Board of Directors
Listeners Community Radio of Utah, Inc

"Jacobsen"

HEBER S. JACOBSEN



Heber S Jacobsen

STATE OF UTAH)

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day of April, 2000, by Jerry Nichols acting as the President of the Board of Directors of Listeners Community Radio of Utah, Inc.

Michelle Liechty

Notary Public
Residing at: SLC, Utah
My commission expires: 07-17-00



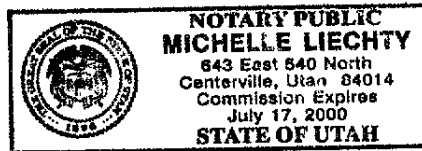
STATE OF UTAH)

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of April, 2000, by Heber S. Jacobsen.

Michelle Liechty

Notary Public
Residing at: SLC, Utah
My commission expires: 07-17-2000



MS

BK8356PG6014

EXHIBIT "A"
Listener's Property Description

BEGINNING at a point North 89°58'38" East 501.33 feet and South 0°04'57" West (South in some instruments of record) 66.60 feet and South 0°11'08" West (South in some instruments of record) 210.00 feet and South 89°58'38" West 0.20 feet and South 0°03'01" West (South 0°14'09" West in some instruments of record) along an existing fence line 121.51 feet from a Salt Lake City Survey Monument, said Salt Lake City Monument being North 739.33 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said Section corner being an unmarked County Survey Monument located at the South right-of-way line of the Salt Lake Garfield and Western Railroad, said Survey Monument also being South 89°58'38" West 2577.29 feet from a Salt Lake City Survey Monument located at the intersection of North Temple Street and Redwood Road, and said point of beginning also being on the South line of property conveyed to STEVSIM, INC. in that certain Special Warranty Deed recorded December 19, 1997 as Entry No. 6819548, in Book 7835, at Page 2538 of the official records of the Salt Lake County Recorder; and running South 0°03'01" West along an existing fence line 158.58 feet; thence South 89°58'38" West 156.17 feet; thence North 0°11'08" West 115.96 feet; thence North 19°39'22" West 14.99 feet; thence North 0°11'08" West 28.50 feet, more or less, to the South line of the said STEVSIM, INC. property; thence North 89°58'38" East along said South line 161.82 feet, more or less, to the point of BEGINNING.

+++

BK8356PG6015

EXHIBIT "B"

Jacobsen Property in the Roadway Easement Premises

BEGINNING at a point North 89°58'38" East 501.33 feet and South 0°04'57" West (South in some instruments of record) 66.60 feet and South 0°11'08" West (South in some instruments of record) 210.00 feet and South 89°58'38" West 0.20 feet and South 0°03'01" West (South 0°14'09" West in some instruments of record) along an existing fence line 121.51 feet and South 89°58'38" West 161.82 feet from a Salt Lake City Survey Monument, said survey monument being North 739.33 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said Section corner being an unmarked County Survey Monument located at the South right-of-way line of the Salt Lake Garfield and Western Railroad, said Survey Monument also being South 89°58'38" West 2577.29 feet from a Salt Lake City Survey Monument located at the intersection of North Temple Street and Redwood Road, said point of beginning also being on South line of property conveyed to STEVSIM, INC. in that certain Special Warranty Deed recorded December 19, 1997 as Entry No. 6819548, in Book 7835, at Page 2538 of the official records of the Salt Lake County Recorder; and running thence South 00°11'08" East 28.50 feet; thence South 19°39'22" East 14.99 feet; thence South 00°11'08" East 115.96 feet; thence South 89°58'38" West 15.48 feet, more or less, to the West line of a 28-foot right-of-way as described in previous instruments of record; thence North along said West line 115.94 feet, more or less; thence North 19°28'15" West along said West line 15.00 feet; thence North along said West line 28.50 feet, more or less; thence East (North 89°58'38" East in some instruments of record) 15.48 feet, more or less, to the point of BEGINNING.

+++

BK8356PG6016

EXHIBIT "C"
Listener's Property in the Roadway Easement Premises

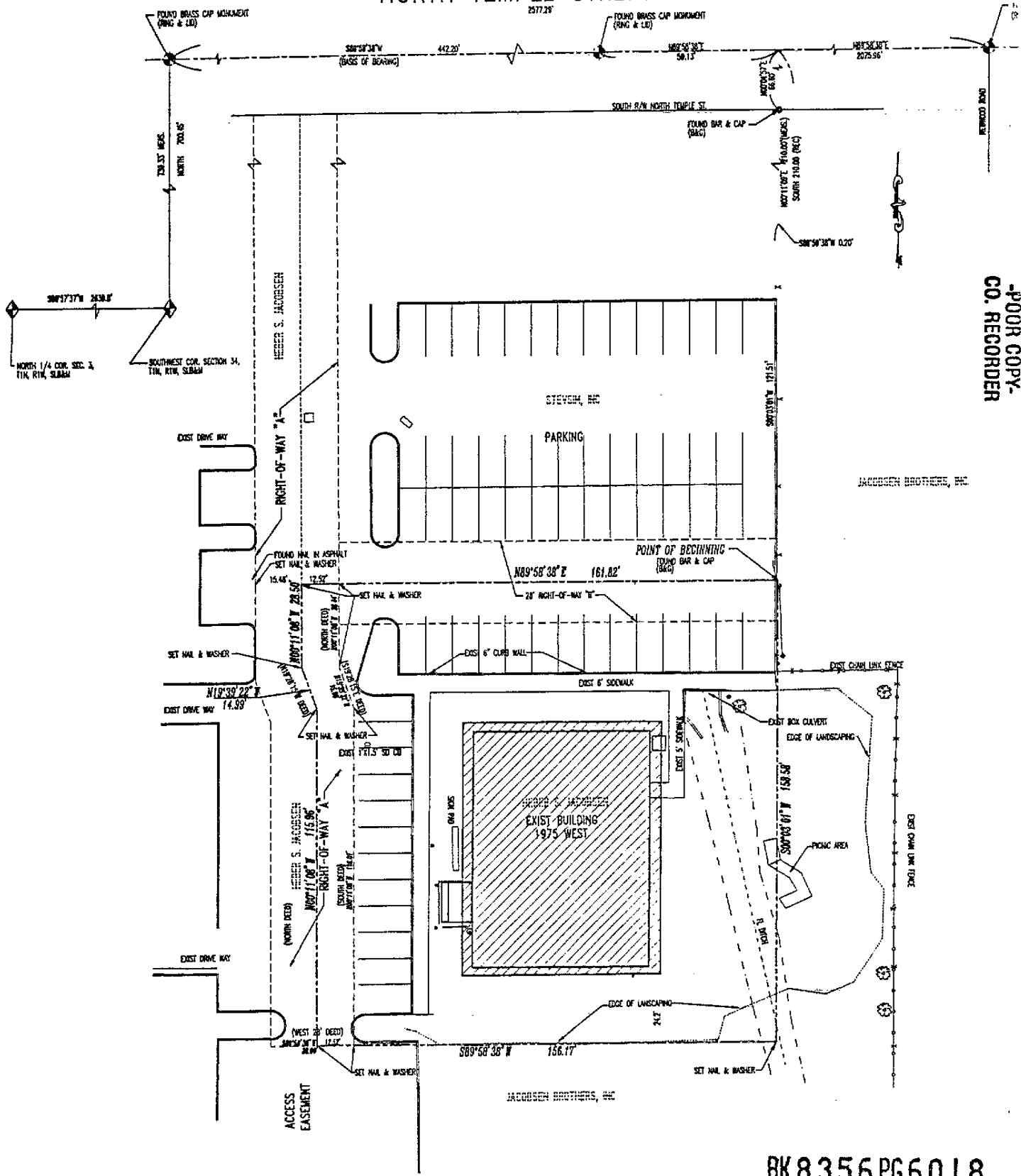
BEGINNING at a point North 89°58'38" East 501.33 feet and South 0°04'57" West (South in some instruments of record) 66.60 feet and South 0°11'08" West (South in some instruments of record) 210.00 feet and South 89°58'38" West 0.20 feet and South 0°03'01" West (South 0°14'09" West in some instruments of record) along an existing fence line 121.51 feet and South 89°58'38" West 161.82 feet from a Salt Lake City Survey Monument, said survey monument being North 739.33 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said Section corner being an unmarked County Survey Monument located at the South right-of-way line of the Salt Lake Garfield and Western Railroad, said Survey Monument also being South 89°58'38" West 2577.29 feet from a Salt Lake City Survey Monument located at the intersection of North Temple Street and Redwood Road, said point of beginning also being on South line of property conveyed to STEVSIM, INC. in that certain Special Warranty Deed recorded December 19, 1997 as Entry No. 6819548, in Book 7835, at Page 2538 of the official records of the Salt Lake County Recorder; and running thence South 00°11'08" East 28.50 feet; thence South 19°39'22" East 14.99 feet; thence South 00°11'08" East 115.96 feet; thence North 89°58'38" East 12.52 feet, more or less, to the East line of a 28-foot right-of-way as described in previous instruments of record; thence North 00°11'08" East (North in some instruments of record) along said East line 116.01 feet; thence North 19°39'22" West (North 19°28'15" West in some instruments of record) along said East line 15.00 feet; thence North 00°11'08" West (North in some instruments of record) along said East line 28.44 feet, more or less, to the South line of the STEVSIM, INC. property aforesaid; thence South 89°58'38" West along said South line 12.52 feet, more or less, to the point of BEGINNING.

+++

BK8356PG6017

EXHIBIT "D"

NORTH TEMPLE STREET



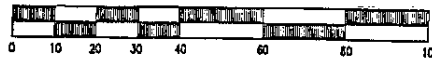
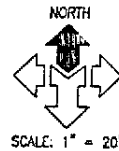
-POOR COPY-
CO. RECORDER

BK8356PG6018

McNEIL ENGINEERING STRUCTURAL, L.C.

McNEIL CONSULTING ENGINEERING, L.C.

1987008 11/08/18/18-CIS-D



NEW PROPERTY DESCRIPTION

BEGINNING AT POINT NORTH 89°58'38" EAST 501.33 FEET AND SOUTH 0°04'53" WEST 86.60 FEET, SOUTH 0°11'04" W 210.00 FEET, SOUTH 89°58'38" WEST 0.20 FEET, AND SOUTH 0°03'01" WEST ALONG AN EXISTING FENCE LINE 121.31 FEET FROM A SALT LAKE CITY SURVEY, SAID SALT LAKE CITY SURVEY MONUMENT BEING NORTH 739.33 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID SECTION CORNER BEING AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT-OF-WAY LINE OF THE SALT LAKE, GARFIELD AND WESTERN RAILROAD, SAID SURVEY MONUMENT ALSO BEING SOUTH 89°58'38" WEST 2577.29 FEET FROM A SALT LAKE CITY SURVEY MONUMENT AT THE INTERSECTION OF NORTH TEMPLE AND REDWOOD ROAD, AND RUNNING THENCE SOUTH 0°03'01" WEST ALONG AN EXISTING FENCE LINE 158.58 FEET; THENCE SOUTH 89°58'38" WEST 156.17 FEET; THENCE NORTH 0°11'04" WEST 115.96 FEET; THENCE NORTH 19°38'22" WEST 15.00 FEET; THENCE NORTH 0°11'04" WEST 28.50 FEET; THENCE NORTH 89°58'38" EAST 161.82 FEET TO THE POINT OF BEGINNING. CONTAINS 0.574 ACRES, MORE OR LESS.

RIGHT-OF-WAY DESCRIPTIONS

TOGETHER WITH AND SUBJECT TO A FREE AND UNINTERRUPTED PERPETUAL RIGHT-OF-WAY/EASEMENT FOR INGRESS, AND EGRESS AND REGRESS BETWEEN THE ABOVE DESCRIBED PROPERTY AND NORTH TEMPLE STREET AND IN THE AFORESAID COUNTY FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER THROUGH AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE COUNTY, STATE OF UTAH:

RIGHT-OF-WAY "A"

BEGINNING AT A POINT ON SOUTH RIGHT-OF-WAY LINE OF NORTH TEMPLE STREET THAT IS NORTH 89°58'38" EAST 323.33 FEET AND SOUTH 68.60 FEET FROM A SALT LAKE CITY SURVEY MONUMENT, SAID MONUMENT BEING SOUTH 89°58'38" WEST 2577.29 FEET FROM A SALT LAKE CITY SURVEY MONUMENT AT THE INTERSECTION OF NORTH TEMPLE STREET AND REDWOOD ROAD TO THE NORTH, SAID POINT OF BEGINNING BEING ALSO EAST 326 FEET AND NORTH 704 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 34 TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 360 FEET, MORE OR LESS; THENCE SOUTH 19°28'15" EAST 15 FEET; THENCE SOUTH 510 FEET, MORE OR LESS; THENCE EAST 28 FEET; THENCE NORTH 310 FEET, MORE OR LESS; THENCE NORTH 19°38'15" WEST 15 FEET; THENCE NORTH 560 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH TEMPLE STREET; THENCE WEST 28 FEET TO THE POINT OF BEGINNING.

RIGHT-OF-WAY "B"

BEGINNING AT A POINT NORTH 89°58'38" EAST 351.33 FEET AND SOUTH 183.91 FEET FROM A SALT LAKE CITY SURVEY MONUMENT, SAID MONUMENT BEING SOUTH 89°58'38" WEST 2577.29 FEET FROM A SALT LAKE CITY MONUMENT AT THE INTERSECTION OF NORTH TEMPLE STREET AND REDWOOD ROAD TO THE NORTH, SAID POINT OF BEGINNING BEING ALSO EAST 354 FEET AND NORTH 704 FEET, MORE OR LESS, AND SOUTH 217.51 FEET, FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°58'38" EAST 148.56 FEET TO A FENCE LINE; THENCE SOUTH 0°14'09" WEST ALONG SAID FENCE LINE 28.00 FEET; THENCE SOUTH 89°58'38" WEST 148.25 FEET; THENCE NORTH 28.00 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I, DALE K. BENNETT, DOPOSE AND SAY THAT I AM A DULY LICENSED LAND SURVEYOR ACCORDING TO THE RULES AND REGULATIONS OF THE STATE OF UTAH. I FURTHER STATE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THE RESULTS OF THAT SURVEY ARE DEPICTED HEREON.

DATE: 10/17/99

DALE K. BENNETT, L.S.
LICENSE NO. 103581

REFERENCE SURVEYS

1. LARSEN & MALMQUIST, INC.; JOB No. 02936-946 08.25.1994
2. BUSH & GUDDELL, INC.; JOB No. 44677 11.10.1997
3. AAA ENGINEERING & DRAFTING, INC. JOB No. SCP-2381 05.15.1996
4. WARRANTY DEED, ENTRY No. 8819545 BK7835 PG2522, RECORDED 12.19.1997, SALT LAKE COUNTY RECORDER.

NARRATIVE

THIS SURVEY WAS PREPARED FOR MIKE GARDNER WITH JACOBSON INVESTMENT FOR THE PURPOSE OF CREATING A PARCEL OF LAND DESCRIBED ABOVE AS PART OF LARGER PARCEL FOR THE PURPOSE OF SALE. THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°58'38" EAST ALONG THE NORTH TEMPLE STREET MONUMENT LINE AS SHOWN HEREON. EACH CORNER WAS MARKED WITH A 1/2 INCH REBAR, TWO FEET IN LENGTH, AND RED PLASTIC CAP OR NAIL AND WASHER STAMPED "MCNEIL ENGR."

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED TO THE SURVEYOR. SUBJECT TO ANY AND ALL SUBDIVISION REQUIREMENTS BY SALT LAKE CITY.

LEGEND

- WATER METER
- OVERHEAD AND/OR UNDERGROUND POWER LINE
- EXISTING UTILITY POLE
- FENCE
- STORM DRAIN LINE
- BOUNDARY LINE
- SECTION CORNER MONUMENT
- CONC. - CONCRETE
- EXIST. - EXISTING
- EXISTING TREE
- EXIST LIGHT POLE
- FOUND BRASS CAP MONUMENT

500-02-0148

Vaughn E. Butler, L.S.
SALT LAKE COUNTY SURVEYOR

McNEIL ENGINEERING AND LAND SURVEYING, L.C.
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
6895 SOUTH 900 EAST, MIDVALE, UTAH 84047
TEL. (801) 255-7700 FAX (801) 255-8071 EMAIL: www.mcneileng.com

JACOBSEN INVESTMENT
1975 WEST NORTH TEMPLE SALT LAKE CITY, UTAH
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, T.1 N., R.1 W., S.13 & 14.

BOUNDARY SURVEY

REVISIONS		DRAWING INFORMATION	
REV.	DATE	DATE	DESCRIPTION
		10/19/99	
		DRAWN BY: MN	
		CHK. BY: OKB/MN	
		SURVEYED BY: BF/MN	
		CHECKED BY: OKB	
		SCALE: 1" = 20'	
		CDWP. DRWG: 99647BND.DWG	
		JOB NO: 99847	

-POOR COPY-
CO. RECORDER

McNEIL ENGINEERING & LAND SURVEYING, L.C.

BK 8356 PG 6019