

4199262

RECIPROCAL EASEMENT AGREEMENT

This Agreement is made and entered into this 6th day of February, 1986, by and between Arbor Park Partnership, a Utah general partnership, Arbor Park East Partnership, a Utah general partnership, and Boyer Gust Partnership, a Utah general partnership,

WHEREAS, each partnership owns and/or owns property which borders all or a portion of that certain real property located in Salt Lake County, State of Utah, and more particularly described in the attachment hereto (the "Property"), and

WHEREAS, each party needs and desires to use the Property for easement purposes and are willing to allow the other parties to also use the Property for easement purposes as and subject to the terms and conditions hereinafter provided:

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. To the extent of any interest, whether by ownership or otherwise, which it has in the Property, each party hereby grants and conveys to each other party and reserves unto itself a non-exclusive easement and right-of-way on and over the Property for purposes of pedestrian and vehicular ingress and egress on and over the Property for themselves, their agents, employees, lessees, successors, assigns and business or other invitees. Such grant is not intended to create nor shall it be construed as creating any rights to or for the benefit of the public in general in and to the Property except as members of the public shall use the same in connection with the business or other purposes for which the parties shall lawfully use their adjoining properties.

2. The property shall forthwith be constructed as an asphalt roadway reasonably suitable for the use as the easement hereby created. Boyer Gust Partnership at its cost and expense shall construct such roadway over that portion of the property owned or being acquired by it. Arbor Park Partnership and Arbor Park East Partnership at their cost and expense, to be shared equally between them, shall construct such roadway over that portion of the property between them and over which the Boyer Gust Partnership is not obligated in the preceding sentence to construct a roadway. Upon completion of such roadway, the costs and expenses of maintaining it shall thereafter be borne one third by each of the parties.

3. The easements, benefits and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon the Property and shall create privity of contract and estate with and among the parties, their heirs, successors and assigns. In the event of breach, or attempted or threatened breach, by any of the

5734 PSE 1380

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parties hereto of any of the terms or conditions hereof, the other parties shall be entitled forthwith to full and adequate relief by injunction and/or all other available legal and equitable remedies from the consequences of any such breach or threatened breach. All costs and expenses of enforcement of this Agreement or any right arising therefrom shall be paid by the breaching or defaulting party, including reasonable attorney's fees, whether occurring with or without suit and both before and after judgment.

4. The provisions of this Agreement may be modified, rescinded or amended in whole or in part only by written agreement signed by the parties or their successors in interest.

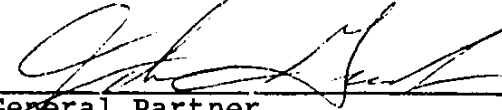
5. This Agreement shall be binding upon and enforceable against and shall inure to the benefit of the parties hereto their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

ARBOR PARK PARTNERSHIP

By 
General Partner

ARBOR PARK EAST PARTNERSHIP

By 
General Partner

BOYER GUST PARTNERSHIP

By 
General Partner

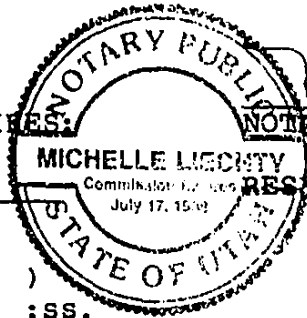
STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the 6th day of February, 1986, personally appeared before me Ernest Gust, one of the signers of the foregoing instrument, who being by me duly sworn did say that he is a general partner of Arbor Park Partnership, a Utah general partnership, and that said instrument was signed on behalf of

said partnership, and he acknowledged to me that said partnership executed the same.

MY COMMISSION EXPIRES:

01-17-88



NOTARY PUBLIC

Michelle Lichty

RESIDING AT:

Salt Lake City, Utah

STATE OF UTAH)

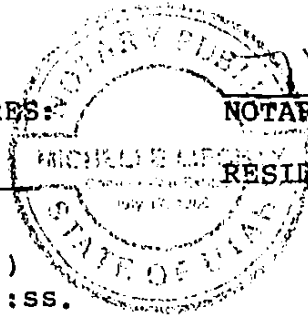
:SS.

COUNTY OF SALT LAKE)

On the 14th day of February, 1986, personally appeared before me John Gust, one of the signers of the foregoing instrument, who being by me duly sworn did say that he is a general partner of Arbor Park East Partnership, a Utah general partnership, and that said instrument was signed on behalf of said partnership, and he acknowledged to me that said partnership executed the same.

MY COMMISSION EXPIRES:

07-17-88



NOTARY PUBLIC

Michelle Lichty

RESIDING AT:

Salt Lake City, Utah

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On the 14th day of February, 1986, personally appeared before me H. ROSEY BOYER, one of the signers of the foregoing instrument, who being by me duly sworn did say that he is a general partner of Boyer Gust Partnership, a Utah general partnership, and that said instrument was signed on behalf of said partnership, and he acknowledged to me that said partnership executed the same.

MY COMMISSION EXPIRES:

07-17-88

NOTARY PUBLIC

Michelle Lichty

RESIDING AT:

Salt Lake City, Utah

A parcel of land 31.00 feet wide, 15.50 feet either side of the following described centerline, said parcel lying in the North 1/4 of Section 32, Township 1 South, Range 2 West, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point which lies South 89°49'24" East, 794.38 feet along the section line and South 0°10'36" West, 40.00 feet from the North 1/4 corner of said Section 32; thence South 0°03'36" West, 569.14 feet to the point of tangency to a 35.00 foot radius curve (central angle = 55°11'24"); thence southwesterly 33.71 feet along the arc of said curve to the right; thence South 55°15'00" West, 125.53 feet to the point of tangency to a 35.00 foot radius curve (central angle = 54°59'24"); thence southerly 33.59 feet along the arc of said curve to the left; thence South 0°15'36" West, 85.48 feet to the point of intersection with the above described centerline.

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WESTERN STATES
\$ 240.00
RECORDED
EDWARD H. HALL

FEB 7 12 23 PM '86

KAUFMAN
RECORDER
SALT LAKE COUNTY,
UTAH

BOOK 5734 PAGE 1383