

4342469

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

This Amended and Restated Reciprocal Easement Agreement is made and entered into this 15<sup>th</sup> day of October, 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 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 Amended and Restated Reciprocal Easement 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 Amended and Restated Reciprocal Easement 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 Amended and Restated Reciprocal Easement Agreement shall be binding upon and enforceable against and shall inure to the benefit of the parties hereto their heirs, successors and assigns.

6. This Amended and Restated Reciprocal Easement Agreement is executed and given for purposes of adjusting and correcting the legal description of a prior Reciprocal Easement Agreement between the parties dated February 6, 1986, to conform to the actual location of the easement after survey and construction of a roadway and other improvements thereon.

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

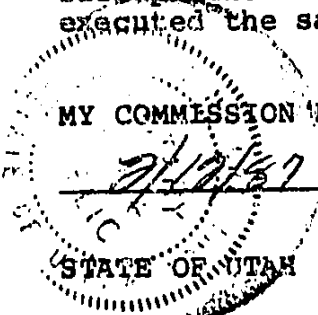
By   
General Partner

BOOK 5835 PAGE 1259

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

On the 15<sup>th</sup> day of October, 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: \_\_\_\_\_



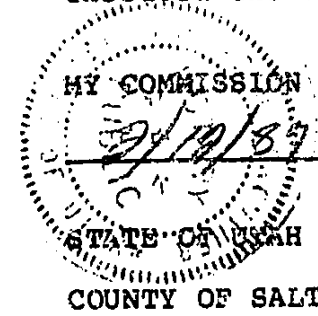
Thomas M. Cantor  
NOTARY PUBLIC

RESIDING AT: Sandy Utah

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

On the 15<sup>th</sup> day of October, 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: \_\_\_\_\_



Thomas M. Cantor  
NOTARY PUBLIC

RESIDING AT: Sandy, Utah

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

On the \_\_\_ day of October, 1986, personally appeared before me \_\_\_\_\_, 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: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

RESIDING AT: \_\_\_\_\_

BOOK 5835 PAGE 1270

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 S89°49'24"E, 794.38 feet along the section line and S0°10'38"W, 40.00 feet from the North 1/4 corner of said Section 32; thence S0°43'36"W, 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 S55°15'00"W, 192.52 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 S0°15'36"W, 85.48 feet to the point of intersection with the above described centerline.

5/8

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

Nov 3 12 12 PM '86

WESTERN STATES  
DEP

Roberta Gray  
RECORDS CLERK

BOOK 5835 PAGE 1271