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12/14/94 2:40 PM 73.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: V ASHBY DEPUTY - UI

When Recorded, Mail to:  
Craig B. Terry, Esq.  
Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

5985382

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is executed to be effective as of the 13th day of December, 1994 by and between KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation ("Kennecott"), BOYER GUST PARTNERSHIP, a Utah general partnership ("Boyer Gust Partnership"), ARBOR PARK ASSOCIATES, a Utah general partnership ("Arbor Park Associates"), SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation which is the successor by merger to Smith's Food King Properties, Inc., a Utah corporation ("Smith's"), JOHN GUST and GERALDINE GUST, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other Lot Owners, WILLIAM B. GOURLEY and JEAN GOURLEY, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other Lot Owners, ERNEST GUST and KATHRYN RUTH GUST, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other Lot Owners, CORY JOHN GUST and LISA ANN GUST, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other Lot Owners, TED CHRISTENSEN and TRISHA CHRISTENSEN, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other Lot Owners, and HELEN GUST

118971

LTC/12438

BK 7071 PG 0183

as a tenant in common with respect to the other Lot Owners (the foregoing eleven (11) individuals being collectively referred to herein as the "Lot Owners"). Kennecott, Boyer Gust Partnership, Arbor Park Associates, Smith's and the Lot Owners are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

A. Pursuant to that certain Reciprocal Easement Agreement dated February 6, 1986, by and between Arbor Park Partnership, Arbor Park East Partnership and Boyer Gust Partnership, which was recorded in the office of the Recorder of Salt Lake County, Utah, on February 7, 1986, as Entry No. 4199262 in Book 5734 at Pages 1380 through 1383, as amended by that certain Amended and Restated Reciprocal Easement Agreement dated October 15, 1986 by and between Arbor Park Partnership, Arbor Park East Partnership and Boyer Gust Partnership, which was recorded in the office of the Recorder of Salt Lake County, Utah, on November 3, 1986, as Entry No. 4342469 in Book 5835 at Pages 1268 through 1271, a non-exclusive easement and right-of-way (the "North-South Easement") was created on and over that certain real property (the "North-South Easement Property") which is described in Exhibit "A" attached hereto and incorporated herein by this reference, which North-South Easement on and over the North-South Easement Property was created to provide pedestrian and vehicular ingress and egress on and over the North-South Easement Property for Arbor Park Partnership, Arbor Park East Partnership, Boyer Gust Partnership and their agents, employees, lessees, successors, assigns and business or other invitees. As of the date of this Agreement, the Parties to this Agreement, except for the Lot Owners,

are the entities or successors-in-interest to the entities for whose benefit the North-South Easement was created.

B. Pursuant to that certain Easement dated January 6, 1986 between Boyer Gust Partnership, as grantor, and John Gust and Geraldine Gust, his wife, William B. Gourley and Jean Gourley, his wife, Ernest Gust and Kathryn Ruth Gust, his wife, and Helen Gust, as grantees, which was recorded in the office of the Recorder of Salt Lake County, Utah, on February 7, 1986, as Entry No. 4199263 in Book 5734 at Pages 1384 through 1385, as adjusted and corrected by that certain Amended and Restated Easement dated October 31, 1986, which was recorded in the office of the Recorder of Salt Lake County, Utah, on November 3, 1986, as Entry No. 4342468 in Book 5835 at Pages 1265 through 1267, which document was rerecorded in the office of the Recorder of Salt Lake County, Utah, on November 12, 1986, as Entry No. 4347558 in Book 5838 at Pages 2913 through 2915, the grantees therein were granted a non-exclusive easement for ingress and egress (the "East-West Easement") over and across that certain real property (the "East-West Easement Property") which is described in Exhibit "B" attached hereto and incorporated herein by this reference. The Lot Owners described above are the grantees or successors-in-interest to the grantees of the East-West Easement.

C. Kennecott is now the successor in interest of Boyer Gust Partnership as the owner of that portion of the East-West Easement Property described in Exhibit "C" attached hereto and incorporated herein by this reference (the "Exhibit C Property").

D. The Lot Owners are the owners of the residential lots located within the Arbors P.U.D. - Phase I Subdivision. Vehicular and pedestrian access to such residential lots is provided by the East-West Easement.

E. The Parties to this Agreement desire to memorialize their agreement regarding the maintenance of the North-South Easement Property and the East-West Easement Property and their agreement regarding the persons and entities entitled to use the North-South Easement and the East-West Easement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

1. To the extent of any interest, whether by ownership or otherwise, which it has in the North-South Easement 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 North-South Easement Property for the purposes of uninterrupted and unrestricted pedestrian and vehicular ingress and egress on and over the North-South Easement Property for each of the Parties hereto 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 North-South Easement Property, nor shall any provision hereof be construed as dedicating for public use any part of the North-South Easement Property. All of the costs and expenses of maintaining (including snow removal) and repairing the asphalt roadway upon and across the North-South Easement Property from and after the date of this Agreement shall be

borne entirely by Arbor Park Associates and Boyer Gust Partnership, as heretofore agreed in prior easement agreements referred to in Recital A above and related documents, and Arbor Park Associates and Boyer Gust Partnership shall keep and maintain the same in good condition and repair.

2. To the extent of any interest, whether by ownership or otherwise, which it has in the East-West Easement 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 East-West Easement Property for the purposes of uninterrupted and unrestricted pedestrian and vehicular ingress and egress on and over the East-West Easement Property for each of the Parties hereto and their agents, employees, lessees, successors, assigns and business or other invitees, provided, however, that the non-exclusive easement and right-of-way granted under this paragraph to Kennecott shall not extend beyond the Exhibit C Property. 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 East-West Easement Property, nor shall any provision hereof be construed as dedicating for public use any part of the East-West Easement Property. All the costs and expenses of maintaining (including snow removal) and repairing the asphalt roadway located upon and across the Exhibit C Property from and after the date of this Agreement shall be borne entirely by Kennecott, and Kennecott shall keep and maintain the same in good condition and repair. All of the costs and expenses of maintaining (including snow removal) and repairing the asphalt roadway located upon and across the East-West Easement Property (other than the asphalt roadway located upon and across the Exhibit C Property) from and after the date of this Agreement shall be borne

entirely by the Lot Owners, and the Lot Owners shall keep and maintain the same in good condition and repair.

3. The easements, benefits and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon the North-South Easement Property and the East-West Easement Property, running with the land thereof, which shall be binding upon subsequent owners of the North-South Easement Property and the East-West Easement Property and their successors and assigns, 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 legal or 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 attorneys' fees, whether occurring with or without suit and both before or after judgment.

4. Neither the owners of the North-South Easement Property nor the owners of the East-West Easement Property shall erect, place or permit to be erected or placed any obstructions or impediments which would interfere with the free and unrestricted right of use and enjoyment of the easements granted by this Agreement without the written consent of the Parties hereto.

5. Cory John Gust and Lisa Ann Gust, by executing this Agreement, hereby vacate, rescind, cancel and terminate the easement created in favor of Cory John Gust and

Lisa Arn Gust by that certain instrument recorded in the office of the Recorder of Salt Lake County, Utah, on September 18, 1989 as Entry No. 4824274 in Book 6159 at Page 2783, which pertains to and affects that certain real property (the "Exhibit D Property") described in Exhibit "D" attached hereto and incorporated herein by this reference.

6. The provisions of this Agreement may be modified, rescinded or amended in whole or in part only by written agreement executed by the Parties to be affected thereby or their successors-in-interest.


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

8. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument.

9. The execution of this Agreement by Arbor Park Associates and by Smith's supplements and clarifies their respective rights in the North-South Easement as previously created by that certain Development Agreement dated April 4, 1985 by and between their respective predecessors in interest, Arbor Park East Partnership, a Utah partnership, and Smith's Food King Properties, Inc., a Utah corporation, which Development Agreement was recorded on April 16, 1985 as Entry No. 4074611 in Book 5646 at Page 1088.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized to execute the same as of the date first above written.

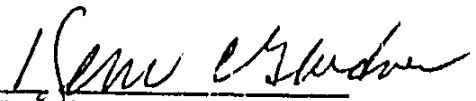
KENNECOTT UTAH COPPER  
CORPORATION, a Delaware corporation

By:   
Title: Controller

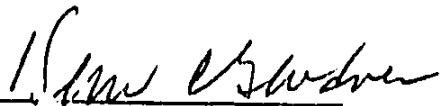
BOYER GUST PARTNERSHIP,  
a Utah general partnership

By: Boyer-Gardner Properties No. 3, a Utah  
general partnership, General Partner

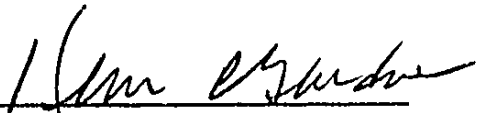
By: The H. Roger Boyer Family  
Partnership, a Utah limited  
partnership, General Partner

By:   
Kem C. Gardner, as  
Attorney-In-Fact for H.  
Roger Boyer, General  
Partner

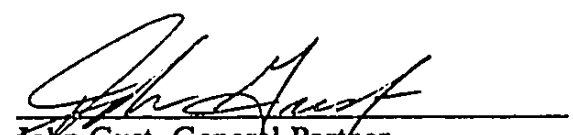
By: Kem C. Gardner Family  
Partnership, a Utah limited  
partnership, General Partner


By:   
Kem C. Gardner,  
General Partner





By:   
Kem C. Gardner, as Attorney-In-Fact for H. Roger Boyer, General Partner

By:   
Kem C. Gardner, General Partner


By:   
John Gust, General Partner

By:   
Rulon Gardner, General Partner

By:   
Kem C. Gardner, General Partner

By:   
Kem C. Gardner, as Attorney-In-Fact for H. Roger Boyer, General Partner

ARBOR PARK ASSOCIATES,  
a Utah general partnership

By:   
John Gust, General Partner

By: Helen Gust  
Helen Gust, General Partner

By: Ernest Gust  
Ernest Gust, General Partner

By: William B. Gourley  
William B. Gourley, General Partner

By: Jean B. Gourley  
Jean Gourley, General Partner

By: Boyer-Gardner Properties No. 3, a Utah  
general partnership, General Partner

By: The H. Roger Boyer Family  
Partnership, a Utah limited  
partnership, General Partner

By: Kem C. Gardner  
Kem C. Gardner, as  
Attorney-In-Fact for H.  
Roger Boyer, General  
Partner

By: Kem C. Gardner Family  
Partnership, a Utah limited  
partnership, General Partner

By: Kem C. Gardner  
Kem C. Gardner,  
General Partner

By: *Kem C. Gardner*  
Kem C. Gardner, as Attorney-In-Fact for H. Roger Boyer, General Partner

By: *Kem C. Gardner*  
Kem C. Gardner,  
General Partner

SMITH'S FOOD & DRUG CENTERS, INC.,  
a Delaware corporation which is the successor  
by merger to Smith's Food King Properties,  
Inc., a Utah corporation

By: *Michael P. Jones*  
Title SE.V.P.

*Helen Gust*  
Helen Gust, an individual

*Ernest Gust*  
Ernest Gust, an individual

*Kathryn Ruth Gust*  
Kathryn Ruth Gust, an individual

*William B. Gourley*  
William B. Gourley, an individual

*Jean B. Gourley*  
Jean Gourley, an individual

*John Gust*  
John Gust, an individual

*Geraldine Gust*  
Geraldine Gust, an individual

*Cory John Gust*  
Cory John Gust, an individual

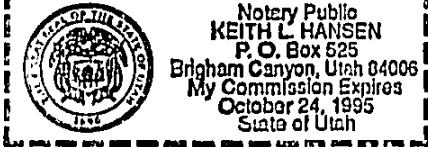
*Lisa Ann Gust*  
Lisa Ann Gust, an individual

*Ted Christensen*  
Ted Christensen

*Trisha Christensen*  
Trisha Christensen

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 1994, by D. J. Priano, the Controller of Kennecott Utah Copper Corporation, a Delaware corporation.



Keith L. Hansen

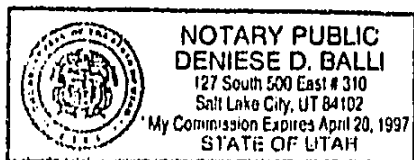
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

October 24, 1995

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as Attorney-In-Fact for H. Roger Boyer, in his capacity as General Partner of The H. Roger Boyer Family Partnership, a Utah limited partnership, in its capacity as a General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.



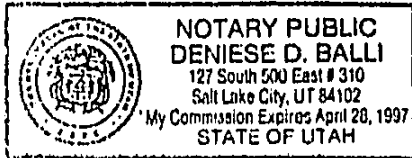
Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as the General Partner of Kem C. Gardner Family Partnership, a Utah limited partnership, in its capacity as a General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.



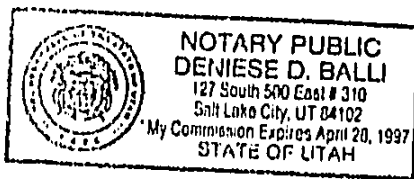
*Deniese D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as Attorney-In-Fact for H. Roger Boyer, in his capacity as General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.



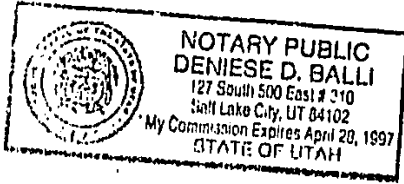
*Deniese D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as a General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.

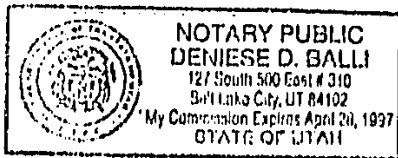


Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by John Gust, in his capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.

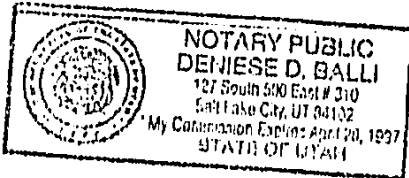


Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Rulon Gardner, in his capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.



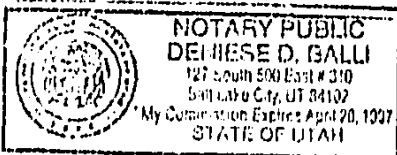
*Denise D. Galli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.



*Denise D. Galli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

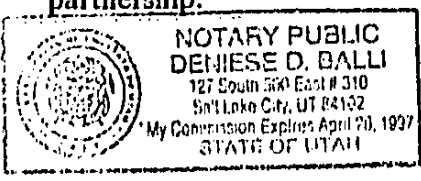
My Commission Expires:

4-28-97



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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as Attorney-In-Fact for H. Roger Boyer, in his capacity as a General Partner of Boyer Gust Partnership, a Utah general partnership.

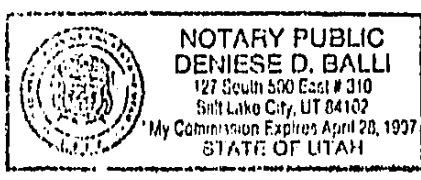


Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by John Gust, in his capacity as a General Partner of Arbor Park Associates, a Utah general partnership.

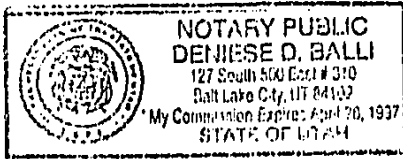


Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Helen Gust, in her capacity as a General Partner of Arbor Park Associates, a Utah general partnership.



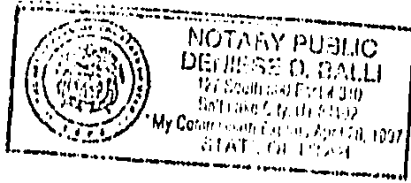
*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Ernest Gust, in his capacity as a General Partner of Arbor Park Associates, a Utah general partnership.



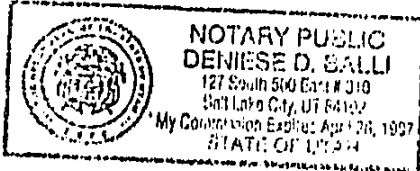
*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by William B. Gourley, in his capacity as a General Partner of Arbor Park Associates, a Utah general partnership.



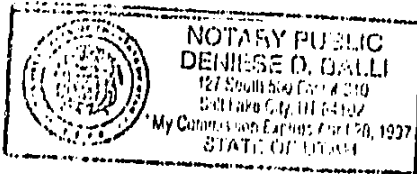
*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Jean Gourley, in her capacity as a General Partner of Arbor Park Associates, a Utah general partnership.



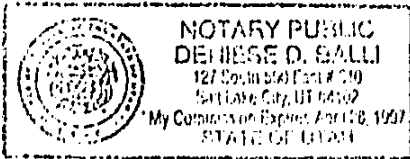
*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 12 day of December, 1994, by Kem C. Gardner, in his capacity as Attorney-In-Fact for H. Roger Boyer, in his capacity as General Partner of The H. Roger Boyer Family Partnership, a Utah limited partnership, in its capacity as a General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Arbor Park Associates, a Utah general partnership.

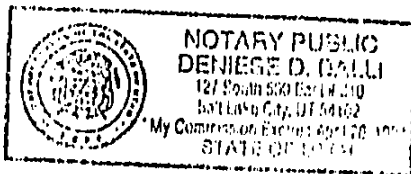


*Deniese D. Galli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as the General Partner of Kem C. Gardner Family Partnership, a Utah limited partnership, in its capacity as a General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Arbor Park Associates, a Utah general partnership.

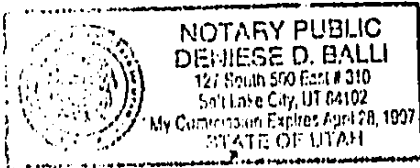


*Deniese D. Galli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as Attorney-In-Fact for H. Roger Boyer, in his capacity as General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Arbor Park Associates, a Utah general partnership.

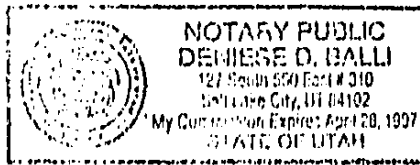


*Deniese D. Balli*  
NOTARY PUBLIC  
Residing at: *Salt Lake County*

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kem C. Gardner, in his capacity as a General Partner of Boyer-Gardner Properties No. 3, a Utah general partnership, in its capacity as a General Partner of Arbor Park Associates, a Utah general partnership.

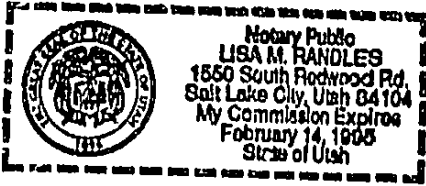


*Deniese D. Balli*  
NOTARY PUBLIC  
Residing at: *Salt Lake County*

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 1994, by Michael C. Frob in his capacity as Sr. Vice President of Smith's Food & Drug Centers, Inc., a Delaware corporation which is the successor by merger to Smith's Food King Properties, Inc., a Utah corporation.



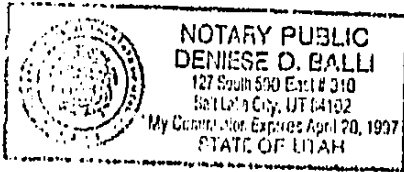
Lisa M. Randles  
NOTARY PUBLIC  
Residing at: Salt Lake

My Commission Expires:

2-14-95

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Helen Gust, an individual.



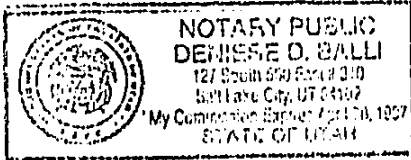
Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Ernest Gust, an individual.

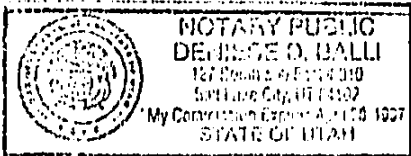


*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Kathryn Ruth Gust, an individual.

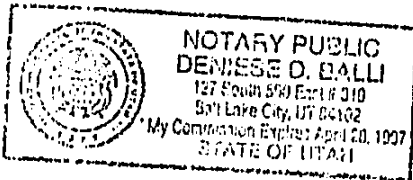


*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by William B. Gourley, an individual.



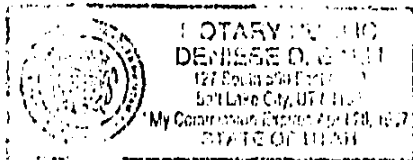
Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:

4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Jean Courcy, an individual.



Deniese D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

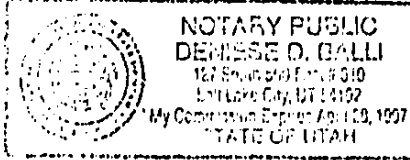
My Commission Expires:

4-28-97



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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by John Gust, an individual.

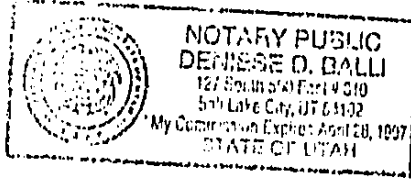


*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Geraldine Gust, an individual.

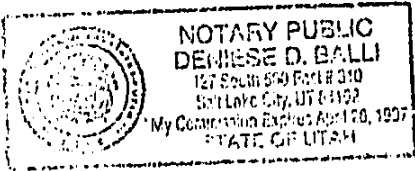


*Denise D. Balli*  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Cory John Gust, an individual.

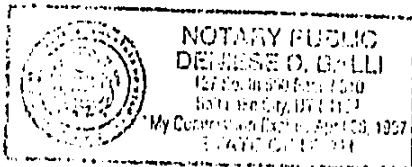


Denise D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Lisa Ann Gust, an individual.

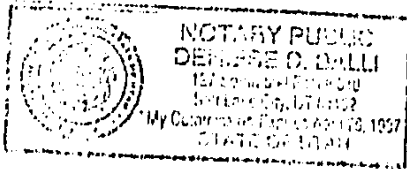


Denise D. Balli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Ted Christensen, an individual.

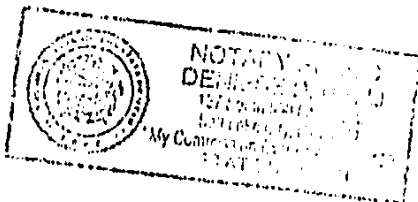


Denise C. Dalli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

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

The foregoing instrument was acknowledged before me this 13 day of December, 1994, by Trisha Christensen, an individual.



Denise C. Dalli  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-28-97

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE NORTH-SOUTH EASEMENT PROPERTY**

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 and Meridian and being more particularly described as follows:

BEGINNING at a point which lies South  $89^{\circ}49'24''$  East 794.38 feet along the Section line and South  $0^{\circ}10'38''$  West 40.00 feet from the North 1/4 corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South  $0^{\circ}43'36''$  West 569.14 feet to the point of tangency to a 35.00 foot radius curve (central angle =  $55^{\circ}11'24''$ ); thence Southwesterly 33.71 feet along the arc of said curve to the right; thence South  $55^{\circ}15'00''$  West 192.52 feet to the point of tangency to a 35.00 foot radius curve (central angle =  $54^{\circ}59'24''$ ); thence Southerly 33.59 feet along the arc of said curve to the left; thence South  $0^{\circ}15'36''$  West 85.48 feet to the point of termination.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE EAST-WEST EASEMENT PROPERTY**

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 and Meridian and being more particularly described as follows:

Beginning at a point on the East line of the 8400 West Street right-of-way, said point being South 0°08'07" West 861.52 feet and South 89°51'53" East 70.61 feet from the North 1/4 corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, basis of bearing being the North line of said Section 32, which bears South 89°49'24" East; thence South 89°58'04" East 888.16 feet to the point of tangency to a 35.00 foot radius curve (central angle = 51°49'43"); thence Southeasterly 31.66 feet along the arc of said curve to the right; thence South 38°08'21" East 126.61 feet to the point of tangency to a 35.00 foot radius curve (central angle = 51°44'01"); thence Easterly 31.60 feet along the arc of said curve to the left; thence South 89°52'22" East 67.99 feet to the point of tangency to a 25.00 foot radius curve (central angle = 89°52'22"); thence Southerly 39.21 feet along the arc of said curve more or less to a point on the North line of the proposed "Arbors P.U.D. - Phase I" subdivision.

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF THE EXHIBIT C PROPERTY**

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 and Meridian, and being more particularly described as follows:

Beginning at a point on the East line of the 3400 West Street right-of-way, said point being South  $0^{\circ}08'07''$  West 861.52 feet and South  $89^{\circ}51'53''$  East 70.61 feet from the North 1/4 corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, basis of bearing being the North line of said Section 32, which bears South  $89^{\circ}49'24''$  East; thence South  $89^{\circ}58'04''$  East 888.16 feet to the point of tangency to a 35.00 foot radius curve (central angle =  $51^{\circ}49'43''$ ); thence Southeasterly 31.66 feet along the arc of said curve to the right; thence South  $38^{\circ}08'21''$  East approximately 45 feet to the Eastern boundary of the real property owned by Kennecott Utah Copper Corporation.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE EXHIBIT D PROPERTY

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 and Meridian and being more particularly described as follows:

Beginning at a point on the East line of the 8400 West Street right-of-way, said point being South  $0^{\circ}08'07''$  West 861.52 feet and South  $89^{\circ}51'53''$  East 70.61 feet from the North 1/4 corner of said Section 32, basis of bearing being the North line of said Section 32 which bears South  $89^{\circ}49'24''$  East; thence South  $89^{\circ}44'24''$  East 882.27 feet to the point of tangency to a 35.00 foot radius curve (central angle =  $54^{\circ}59'24''$ ); thence Southeasterly 33.59 feet along the arc of said curve to the right; thence South  $34^{\circ}45'00''$  East 126.61 feet to the point of tangency to a 35.00 foot radius curve (central angle =  $55^{\circ}15'00''$ ); thence Easterly 33.75 feet along the arc of said curve to the left; thence East 88.58 feet to the point of tangency to a 25.00 foot radius curve (central angle =  $90^{\circ}00'00''$ ); thence Southerly 39.27 feet along the arc of said curve, more or less, to a point on the North line of the proposed "Arbors P.U.D. - Phase I" subdivision.