

WHEN RECORDED, RETURN TO:
Douglas R. Brewer
Fabian & Clendenin
P.O. Box 510210
Salt Lake City, Utah 84151

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10 NOVEMBER 93 03:32 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FABIAN & CLENDENIN
REC BY: REBECCA GRAY , DEPUTY

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RECIPROCAL GRANT OF EASEMENTS

THIS RECIPROCAL GRANT OF EASEMENTS is made, granted and submitted between RIO GRANDE ASSOCIATES, a Utah general partnership ("RGA"), and THE SALVATION ARMY, a California corporation.

WHEREAS, RGA is the owner of certain real estate (hereinafter the "Alley Strip") more particularly described as follows:

Beginning at a point on the west line of Lot 6, Block 47, Plat "A", Salt Lake City Survey, said point being S 0°00'59"E along the Monument Line 214.964 feet and N 89°35'38"E 39.725 feet from the Salt Lake City Monument at the intersection of 300 South and Rio Grande Streets, said point also being on the south line of a brick building; thence N 89°35'38"E along said south building line and its extension 330.004 feet, more or less, to a point on the east line of said Block 47; thence S 0°06'11"E along said block line 33.215 feet to a point on the north line of a brick building; thence S 89°34'18"W along said north building line 131.789 feet to the northwest corner of said building; thence S 84°57'59"W 17.016 feet to the northeast corner of a brick building; thence S 89°32'42"W along the north line of said building 40.454 feet to the northwest corner of said brick building; thence N 87°22'43"W 24.253 feet to the northeast corner of a brick building; thence S 89°33'15"W along the north line of said brick building 116.582 feet to a point on the west line of Lot 7, of said Block 47; thence N 0°06'11"W 33.474 feet to the point of beginning containing 11,000.42 sq. ft. or 0.254 acre;

and

WHEREAS, The Salvation Army is the owner of certain real estate (herein after "The Salvation Army Property") more particularly described as follows:

All of Lot 6, except that part of Lot 6 included in the Alley Strip as described above, Block 47, Plat "A", Salt Lake City Survey; according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office;

and

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WHEREAS, the Alley Strip abuts The Salvation Army Property and also abuts a building the southern wall of which forms a portion of the southern boundary of The Salvation Army Property; and

WHEREAS, RGA is converting the Alley Strip into a parking area for which lighting is needed; and

WHEREAS, The Salvation Army needs access to the southern wall of its building for necessary and reasonable maintenance; and

WHEREAS, The Salvation Army needs to enter and exit its building over the Alley Strip through doors in the southern wall of its building in emergencies;

WHEREAS, a parking lot is being constructed on the eastern end of The Salvation Army Property; and

WHEREAS, The Salvation Army and RGA have entered into a Settlement Agreement and Release dated October 29, 1993 wherein the parties agreed to execute this Reciprocal Grant of Easements. NOW THEREFORE, in consideration of the mutual promises contained herein and the compromise of the disputes between them in the Settlement Agreement and Release, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **GRANT AND DESCRIPTION.**

1.1. **RG TO THE SALVATION ARMY.** RGA hereby grants, sells, and conveys to The Salvation Army, its successors and assigns, a perpetual easement over the Alley Strip for reasonable maintenance of its building on The Salvation Army Property and for ingress and egress in emergencies to access the doors in the southern wall of the building

1.2. THE SALVATION ARMY TO RGA. The Salvation Army hereby grants, sells, and conveys to RGA, its successors and assigns:

(a) an easement to attach lighting fixtures to the south wall of the building on The Salvation Army Property for the purposes of providing light to the parking lot to be constructed on the Alley Strip. The lighting fixtures shall be reasonable in size and number and shall not harm the structural integrity of the building. The easement created under this subparagraph 1.2 includes the right of RGA to have access to the lighting fixtures for reasonable maintenance and repair. RGA shall be responsible for all maintenance and repair of the lighting fixtures and shall supply and pay for all electricity needed to operate the lighting fixtures. The Salvation Army, its successors and assigns, reserve the right to terminate this easement by demolishing or substantially remodelling the building on The Salvation Army Property such that the south wall of the building no longer exists. Such demolition or remodelling shall not subject The Salvation Army, its successors and assigns to any obligation to RGA to provide support for or replacement of the lighting fixtures;

(b) an easement to park on the parking lot being constructed on the east end of The Salvation Army Property. The number of parking spaces included in this grant of easement shall not exceed that necessary to allow RGA to comply with municipal zoning and code parking requirements at the time this document is executed and shall in no event exceed five (5) parking spaces. Provided, however, that the grant of this parking easement is subject to The

Salvation Army complying with its own zoning and code parking requirements at the time this document is executed.

2. **EFFECT UPON SUBSEQUENT PARTIES.** The easements provided for herein shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument as of the dates indicated below.

THE SALVATION ARMY

Date: 10/29/93

By _____
Its _____

John W. Lat

Vice President

[Signature]

Secretary

RIO GRANDE ASSOCIATES

Date: OCTOBER 20, 1993

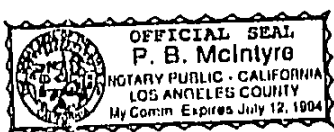
By _____
Its _____

[Signature]

GENERAL PARTNER

STATE OF California)
) : ss.
COUNTY OF Los Angeles)

On this 2nd day of November, 1993, personally appeared before me, P. B. McIntyre, Adam Bute; Evelyn J. Newton personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that they is the Vice President ^{Secretary} of THE SALVATION ARMY, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said persons acknowledged to me that said corporation executed the same.



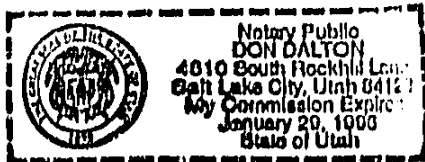
P. B. McIntyre
NOTARY PUBLIC
Residing at: Rancho Palos Verdes, Ca.

My Commission Expires:

1994

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

On this 20th day of October, 1993, personally appeared before me WALTER J. PLUMB III, who being by me first duly sworn did say that he is a general partner of RIO GRANDE ASSOCIATES, a limited partnership, and said WALTER J. PLUMB III duly acknowledged to me that he executed the foregoing instrument in his capacity as a general partner.



Don Dalton
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:

1.29.96