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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARSONS, BEHLE & LATIMER
PO BOX 11898 SLC, 84147-0898
REC BY: B GRAY DEPUTY - WI

AFTER RECORDING, PLEASE RETURN TO:

Robert C. Hyde
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84145-0898

6157263

GRANT OF RECIPROCAL EASEMENTS
(Benefitting Lot 1, Plat 1; Lot 5, Plat 2; Lots 3 and 4, Plat 4)

THIS GRANT OF RECIPROCAL EASEMENTS ("Grant") is made and entered into as of Sept. 1, 1995, by NINIGRET PARK DEVELOPMENT, L.C., a Utah limited liability company ("Ninigret"), with reference to the following:

RECITALS

A. Ninigret is the owner of four parcels (herein the "Parcels," or individually a "Parcel") of real property located in Salt Lake County, Utah, more particularly described on Exhibits 1, 2, 3 and 4 attached hereto and incorporated herein by this reference. Two of the Parcels are platted and known as Lot 1, Ninigret Park-Plat 1 ("Lot 1") and Lot 5, Ninigret Park-Plat 2 ("Lot 5"), and two of the Parcels will, when platted as intended by Ninigret, be known as Lot 3, Ninigret Park-Plat 4 ("Lot 3") and Lot 4, Ninigret Park-Plat 4 ("Lot 4").

B. The four Parcels are each rectangular in shape, and together form a rectangle. Ninigret is executing this Grant for the purpose of creating reciprocal easements over portions of the Parcels so as to create a 70 foot drive lane running north and south between Lot 1 and Lot 4 and between Lot 5 and Lot 3, and so as to create a 44 foot drive lane running east and west between Lot 3 and Lot 4 and between Lot 5 and Lot 1, with one-half of each drive lane easement to be located on each affected Parcel.

GRANT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ninigret conveys and grants as follows:

1. **Definitions.** As used in this Grant, the following terms shall have the indicated meanings:

(a) "Benefitted Parties" means each of the Owners and their respective agents, employees, tenants, subtenants and concessionaires, and the customers, invitees, guests and licensees of the Owners and their respective tenants, subtenants and concessionaires.

(b) "Owners" means all of the persons or entities who are an Owner, taken in the aggregate.

(c) "Owner" means Ninigret and its assigns and successors-in-interest with respect to the Parcels or any portion of a Parcel, as the same may be shown by the records of Salt Lake County, Utah.

2. Grant and Declaration of Easements. Ninigret hereby conveys, assigns, transfers and grants to the Benefitted Parties, and hereby declares that the Parcels shall be encumbered by and subject to, non-exclusive, reciprocal easements on, over, across and through that portion of the Parcels described on Exhibit 5 attached hereto and made a part hereof (the "Easement Area"), for ingress to and egress from, and passage of motor vehicles and pedestrians to and between, each and all of the Parcels, and between the Parcels and contiguous public roadways.

3. Construction of Improvements. Each Owner shall be responsible, at its sole cost and expense, to construct and maintain improvements on the Easement Area in accordance with the terms of this Grant. Any damage or destruction caused to the Easement Area by any Owner shall be repaired or replaced at such Owner's sole expense.

4. No Interference; Maintenance; Taxes. Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Owners may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Easement Area, shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area. From and after the date that any improvements are constructed on the Easement Area, including, without limitation, curbs, gutters, sidewalks and/or roadways, each Owner shall maintain the Easement Area improvements located on its Parcel in reasonably good condition and repair, free from debris and take such other actions in connection therewith as are commercially reasonable under the circumstances. Each Owner shall pay the real estate taxes and assessments on that portion of the Easement Area located on its Parcel.

5. Duration. This Grant and the easements and undertaking set forth herein shall be perpetual.

6. Integration; Modification. This Grant contains the entire agreement with respect to the matters set forth herein. This Grant and any easement or undertaking contained herein, may be terminated, extended, modified or amended as to the whole of the Parcels or any portion of them, with the unanimous consent of the Owners which consent shall not be unreasonably withheld or delayed, and any such termination, extension, modification or amendment shall be effective upon proper recordation of a written document evidencing the same, executed and acknowledged by all of the Owners then existing, in the

office of the Salt Lake County Recorder.

7. Not a Public Dedication. Nothing contained in this Grant shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Grant be strictly limited to and for the purposes expressed herein.

8. Mutuality; Reciprocity Runs With the Land.

(a) The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth herein, the Parcel benefitted thereby shall constitute the dominant estate, and the Parcel burdened thereby shall constitute the servient estate.

(b) Each of the easements and rights contained in this Grant (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns as to their respective Parcels, and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

9. No Partnership. The Owners do not by this Grant, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

10. Force Majeure. Each Owner shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such Owner's control, including labor disputes, civil commotion, war, governmental regulations, controls, fire, or other casualty, inability to obtain any material or services or acts of God.

11. Further Action. Each Owner shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Grant.

12. Applicable Law. This Grant shall be construed in accordance with and governed by the laws in the State of Utah.

**EXHIBIT 1
TO
GRANT OF RECIPROCAL EASEMENTS**

A parcel of land in the West half of Section 18, Township 1 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, more particularly described as follows:

Lot 1, Ninigret Park-Plat 1, recorded February 14, 1995, in Book 95-2P, at Page 30 in the Office of the Salt Lake County Recorder.

**EXHIBIT 2
TO
GRANT OF RECIPROCAL EASEMENTS**

A parcel of land in the West half of Section 18, Township 1 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, more particularly described as follows:

Lot 5, Ninigret Park-Plat 2, according to the official plat thereof.

**EXHIBIT 3
TO
GRANT OF RECIPROCAL EASEMENTS**

FUTURE LOT 3, NINIGRET PARK-PLAT 4

- Beginning at the Southwest corner of Lot 5, Ninigret Park-Plat 2, Recorded May 9, 1995, in Book 95-05P, at Page 110 in the Office of the Salt Lake County Recorder, which point is 2062.65 feet South 00°00'56" East along the Section line and 486.98 feet North 89°59'04" East from the Northwest corner of Section 18, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 89°52'11" West 444.98 feet; thence North 00°00'56" West 560.76 feet to a point of curvature with a 35.00 foot radius curve to the right; thence Northeasterly 54.91 feet along the arc of said curve through a central angle of 89°53'07"; thence North 89°52'11" East 408.86 feet to the Northwest corner of said Lot 5; thence South 00°07'49" East 595.69 feet along the Westerly boundary line of said Lot 5 to the point of beginning.

**EXHIBIT 4
TO
GRANT OF RECIPROCAL EASEMENTS**

FUTURE LOT 4, NINIGRET PARK-PLAT 4

Beginning at the Southwest corner of Lot 1, Ninigret Park-Plat 1, Recorded February 14, 1995, in Book 95-2P, at Page 30 in the Office of the Salt Lake County Recorder, which point is South 00°00'56" East 2651.50 feet along the section line to the West Quarter corner of said Section 18 and South 00°01'56" East 143.13 feet along the Section line and North 89°52'11" East 488.40 feet from the Northwest corner of said Section 18 and running thence South 89°52'11" West 411.34 feet to a point of curvature with a 35.00 foot radius curve to the right; thence Northwesterly 55.04 feet along the arc of said curve through a central angle of 90°05'53"; thence North 00°01'05" West 695.94 feet; thence North 89°52'11" East 444.98 feet to the Northwest corner of said Lot 1; thence South 00°07'49" East 731.00 feet along the westerly boundary line of said Lot 1 to the point of beginning.

**EXHIBIT 5
TO
GRANT OF RECIPROCAL EASEMENTS**

**CROSS-ACCESS EASEMENT
NINIGRET PARK**

A parcel of land located in the West Half of Section 18, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, more particularly described as follows:

Beginning at the Southwest corner of Lot 1, Ninigret Park-Plat 1, recorded February 14, 1995, in Book 95-2P, at Page 30 in the Office of the Salt Lake County Recorder, which point is South 00°00'56" East 2651.50 feet along the section line to the West Quarter corner of said Section 18 and South 00°01'56" East 143.13 feet along the Section line and North 89°52'11" East 488.40 feet from the Northwest corner of said Section 18 and running thence South 89°52'11" West 35.00 feet; thence North 00°07'49" West 709.00 feet; thence South 89°52'11" West 410.02 feet; thence North 00°00'56" West 44.00 feet; thence North 89°52'11" East 409.94 feet; thence North 00°07'49" West 573.69 feet; thence North 89°52'11" East 70.00 feet; thence South 00°07'49" East 573.69 feet; thence North 89°52'11" East 415.00 feet; thence South 00°07'49" East 44.00 feet; thence South 89°52'11" West 415.00 feet; thence South 00°07'49" East 709.00 feet; thence South 89°52'11" West 35.00 feet to the point of beginning.