

WHEN RECORDED MAIL TO:
Metro National Title
111 East Broadway, Suite 111
Salt Lake City, UT 84111

E 1459065 B 2393 P 802
JAMES ASHAWER, DAVIS CNTY RECORDER
1998 NOV 13 3:07 PM FEE 35.00 DEP REC
REC'D FOR METRO NATIONAL TITLE

1.2 Wilcox Farms
12-337-0001,
0003
Grant of Reciprocal Easements

This Grant of Reciprocal Easements is made as of the 13 day of November, 1998, by and between Wilcox Farms, L.C., a Utah limited liability company, hereinafter referred to as "Wilcox," and The Southland Corporation, a Texas corporation, hereinafter referred to as "Southland."

58021897

Whereas, Southland is the owner in fee of that real property situated in Clearfield City, Davis County, Utah, which is hereinafter described as Parcel A, and

Whereas, Wilcox is the owner in fee of that real property situated in Clearfield City, Davis County, Utah, which is hereinafter described as Parcel B,

Now, Therefore, in consideration of the mutual agreements contained herein, the parties covenant and agree for themselves, their successors and assigns as follows:

1. Wilcox Easement, North Boundary Parcel A. Southland hereby grants to Wilcox a non-exclusive, perpetual easement for the purpose of vehicular and pedestrian ingress, egress and passage appurtenant to and for the benefit of Parcel B, to and from adjacent roads over and across Parcel A, between the business establishments occupying or to occupy Parcel A. Said easement shall be accessed through a drive opening twenty-four (24) feet in width which shall be located across the northern boundary of Parcel A (at the common boundary with Parcel B) at a location to be initially determined by Southland.
2. Southland Easement, North Boundary Parcel A. Wilcox hereby grants to Southland a non-exclusive, perpetual easement for the purpose of vehicular and pedestrian ingress, egress and passage appurtenant to and for the benefit of Parcel A, to and from adjacent roads over and across Parcel B, between the business establishments occupying or to occupy Parcel B. Said easement shall be accessed through a drive opening twenty-four (24) feet in width which shall be located across the northern boundary of Parcel A (at the common boundary with Parcel B) at a location to be initially determined by Southland as provided in the preceding section.
3. North Boundary Easements. The drive openings referenced in Sections 1 and 2 above may be relocated, widened or narrowed across said northern boundary of Parcel A only with the mutual consent of the parties hereto or the successor owners of Parcel A and Parcel B, provided that if Parcel B is subdivided, only the owner of that portion of Parcel B adjacent to the northern boundary of Parcel A shall be required to consent.
4. Wilcox Easement, East Boundary Parcel A. Southland hereby grants to Wilcox a non-exclusive, perpetual easement appurtenant to and for the benefit of Parcel B, to and from adjacent roads over and across a portion

of Parcel A for the purpose of pedestrian and vehicular ingress, egress and passage. Said easement shall be seventy (70) feet in length and twenty-two and one half (22.5) feet in width and be located as described and shown on Exhibit A attached hereto and incorporated herein.

5. Southland Easement, East Boundary Parcel A. Wilcox hereby grants to Southland a non-exclusive, perpetual easement appurtenant to and for the benefit of Parcel A, to and from adjacent roads over and across a portion of Parcel B for the purpose of pedestrian and vehicular ingress, egress and passage. Said easement shall be seventy (70) feet in length and twenty-two and one half (22.5) feet in width and be located as described and shown on Exhibit B attached hereto and incorporated herein.
6. East Boundary Easements. The easements referenced in Sections 4 and 5 may be located, widened or narrowed only with the mutual consent of the parties hereto or the successor owners of Parcel A and Parcel B, provided that if Parcel B is subdivided, only the owner of that portion of Parcel B on which the easement area is located shall be required to consent.
7. No Rights in General Public. The easements granted hereby are restricted and limited to use by the parties, their successors and assigns, and to the agents, licensees, concessionaires, franchisees, customers, employees, business invitees, tenants or other occupants of the parties or their successors and assigns. The easements granted hereby shall not be construed as creating any rights in or for the benefit of the general public or as a dedication to public use.
8. Commercial, Retail Sales or Offices Only. The easements granted hereby shall apply only to land which is used for commercial, retail sales or offices and shall not be construed as benefiting or burdening any land devoted to a use other than commercial, retail sales or offices.
9. Benefits and Burdens. The easements granted hereby shall be easements running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns and all persons claiming under them.
10. Easements Are Appurtenances. Each and all of the easements granted hereby are appurtenances to the applicable parcel (Parcel A or Parcel B), and none of the easements may be sold, transferred, conveyed or assigned in gross.
11. Free Access Not to be Restricted. The easements granted hereby shall not be used for the parking of motor vehicles or for the storage of motor vehicles or other items of personal property; and no barriers, walls, curbs, buildings, fences or other devices that would prevent easy access across the

easement areas shall be installed by the parties or their successor in interest.

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12. Future Development and Construction. It is understood and agreed that Parcel A and Parcel B, or portions thereof, are intended to be developed for commercial, retail sales or offices. Nothing contained herein shall be construed as to preclude such development or to restrict the construction of buildings and other improvements thereon, including parking spaces and lots, in the locations and in the manner determined by the then owner of the respective parcel and as approved by appropriate governmental authorities. It is further understood and agreed that Parcel B will be subdivided and sold to any number of purchasers or developers, and that the subdivision and periodic development of said Parcel B shall not be considered as the creation or imposition of an additional burden or additional burdens upon Parcel A. Such subdivision and periodic development of Parcel B is currently within the contemplation of both parties hereto. It is further understood and agreed that Parcel B will be severed by one or more streets dedicated to public use. Nothing contained herein shall be construed as to preclude the construction or dedication of such streets or to restrict the dedication or construction of such streets in the locations and in the manner determined by the then owners of Parcel B, or any portion thereof, and as approved by appropriate governmental authorities. No easement granted hereby shall extend across or beyond any such dedicated public street.
13. Maintenance. The respective easements granted by this document shall be maintained and kept in good repair by the respective owner of the underlying fee (the "Fee Owner"). In the event the Fee Owner fails to maintain the easement areas provided herein, then the owner of the property benefited by the easement (the "Easement Owner") may provide written notice to the Fee Owner of the nature of the maintenance deficiency. In the event the Fee Owner does not correct the maintenance deficiency within twenty (20) days after receipt of such notice, the Easement Owner shall have the right to enter onto the Fee Owner's property for the purpose of making the repairs and the Fee Owner shall reimburse the Easement Owner for the reasonable cost of such maintenance within ten (10) days of receipt of an invoice therefore. Notwithstanding the foregoing, in the event of an emergency, the Easement Owner may enter the Fee Owner's property for the purpose of making emergency repairs if the Fee Owner has failed to make or commence the required repairs within twenty-four (24) hours of receipt of written or oral notice thereof. In such event, the Fee Owner shall reimburse the Easement Owner for the cost of the emergency repairs within ten (10) days after receipt of an invoice therefore.
14. Severability. If any clause, sentence or other portion of the terms and conditions of this instrument is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any

other clause, sentence or other portion of the terms and conditions of this instrument.

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15. Non-Waiver. No delay or failure by either party to exercise any right under this instrument, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
16. Headings. Headings in this instrument are for convenience only and shall not be used to interpret or construe its provisions.
17. Description of Parcel A. Parcel A is described as follows:

Lot 2, Wilcox Farms, a subdivision, according to the official plat thereof on file at the Office of the Davis County Recorder.

Said Lot 2 is also described as follows:

Beginning at a point on the North right-of-way line of 1700 South Street, said point being 244.10 feet S. $89^{\circ}59'50''$ E. along the Section Line and 55.00 feet N. $0^{\circ}07'41''$ E. from the Southwest Corner of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence N. $89^{\circ}59'50''$ W. 192.984 feet; thence N. $45^{\circ}00'$ W. 21.33 feet to the East right-of-way line of 1000 West; thence N. $0^{\circ}07'41''$ E. 225.92 feet; thence S. $89^{\circ}59'50''$ E. 208.10 feet; thence S. $0^{\circ}07'41''$ W. 241.00 feet to a point of beginning.

TOGETHER WITH AND SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY APPEARING OF RECORD OR ENFORCEABLE AT LAW OR IN EQUITY.

18. Description of Parcel B. Parcel B is described as follows:

A portion of Lot 1, Wilcox Farms, a subdivision, according to the official plat thereof on file at the Office of the Davis County Recorder, and more particularly described as follows: Beginning at a point which is S. $89^{\circ}59'50''$ E. 244.10 feet along the Section line and N. $0^{\circ}07'41''$ E. 33.00 feet from the Southwest corner of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence S. $89^{\circ}59'50''$ E. 1225.217 feet parallel to said Section line; thence North 70.52 feet, more or less, to the most Southerly part of Utah Power and Lights Property; thence N. $36^{\circ}41'00''$ W. 629.614 feet along said property; thence N. $89^{\circ}52'19''$ W. 1058.905 feet; to the East right of way line of 1000 West Street; thence S. $0^{\circ}07'41''$ W. 314.738 feet; thence S. $89^{\circ}59'50''$ E. 211.10 feet; thence S. $0^{\circ}07'41''$ W. 263.00 feet to the point of beginning.

19. Counterparts. This document may be executed in counterparts which shall collectively be deemed an original.

In Witness Whereof, the parties have caused this Grant of Reciprocal Easements
E 1459065 B 2393 P 806
to be executed the day and year first above written.

Wilcox Farms, L.C., a Utah limited liability company

by: Glenn Douglas Wilcox
Glenn Douglas Wilcox, a member


by: Con Layne Wilcox
Con Layne Wilcox, a member

by: Lynn L. Wilcox
Lynn L. Wilcox, Trustee of the Lynn L. Wilcox
Revocable Trust, dated April 25, 1994, a
member

Oakwood Investment, L.C., a Utah limited liability
company, a member

by: Itha W. Rampton
Itha W. Rampton, managing member of
Oakwood Investment, L.C.

THE SOUTHLAND CORPORATION

By: 
Paul Bureau, Vice President

Attest: 
J. Donald Stevenson, Assistant Secretary

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

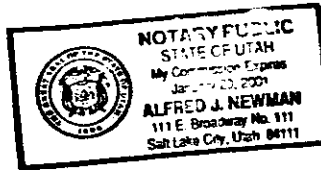
E 1459065 B 2393 P 809

On the 13 day of October, 1998, personally appeared before me Itha W. Rampton, managing member of Oakwood Investment, L.C., who being by me duly sworn did that she is managing member of Oakwood Investment, L.C. and that Oakwood Investment, L.C., is a member of Wilcox Farms, L.C. and that the foregoing instrument was signed in behalf of said limited liability companies by authority, and said Itha W. Rampton duly acknowledged before me that said limited liability companies executed the same.



Notary Public
Residing in the State of Utah

My Commission Expires:



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STATE OF TEXAS
COUNTY OF DALLAS

}
} ss.
}

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This instrument was acknowledged before me on this 12 day of November, 1998, by J. Donald Stevenson and Paul Burroughs, known to me to be an Assistant Secretary and a Vice President, respectively, of The Southland Corporation, a Texas corporation.

Kelly Callahan
Notary Public Signature
Printed Name KELLY CALLAHAN

My Commission Expires: 8/10/02



Exhibit A
to
Grant of Reciprocal Easements

E 1459065 : 2393 P 811

Parcel on Southland Side of Access

Beginning at a point that is South $89^{\circ}59'50''$ East 244.10 feet and North $00^{\circ}07'41''$ East 55.000 feet from the Southwest Corner of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence North $00^{\circ}07'41''$ East 69.563 feet; thence West 22.500 feet; thence South $00^{\circ}07'41''$ West 69.562 feet; thence South $89^{\circ}59'50''$ East 22.500 feet to the point of beginning. Contains 1565.16 square feet.

32 49

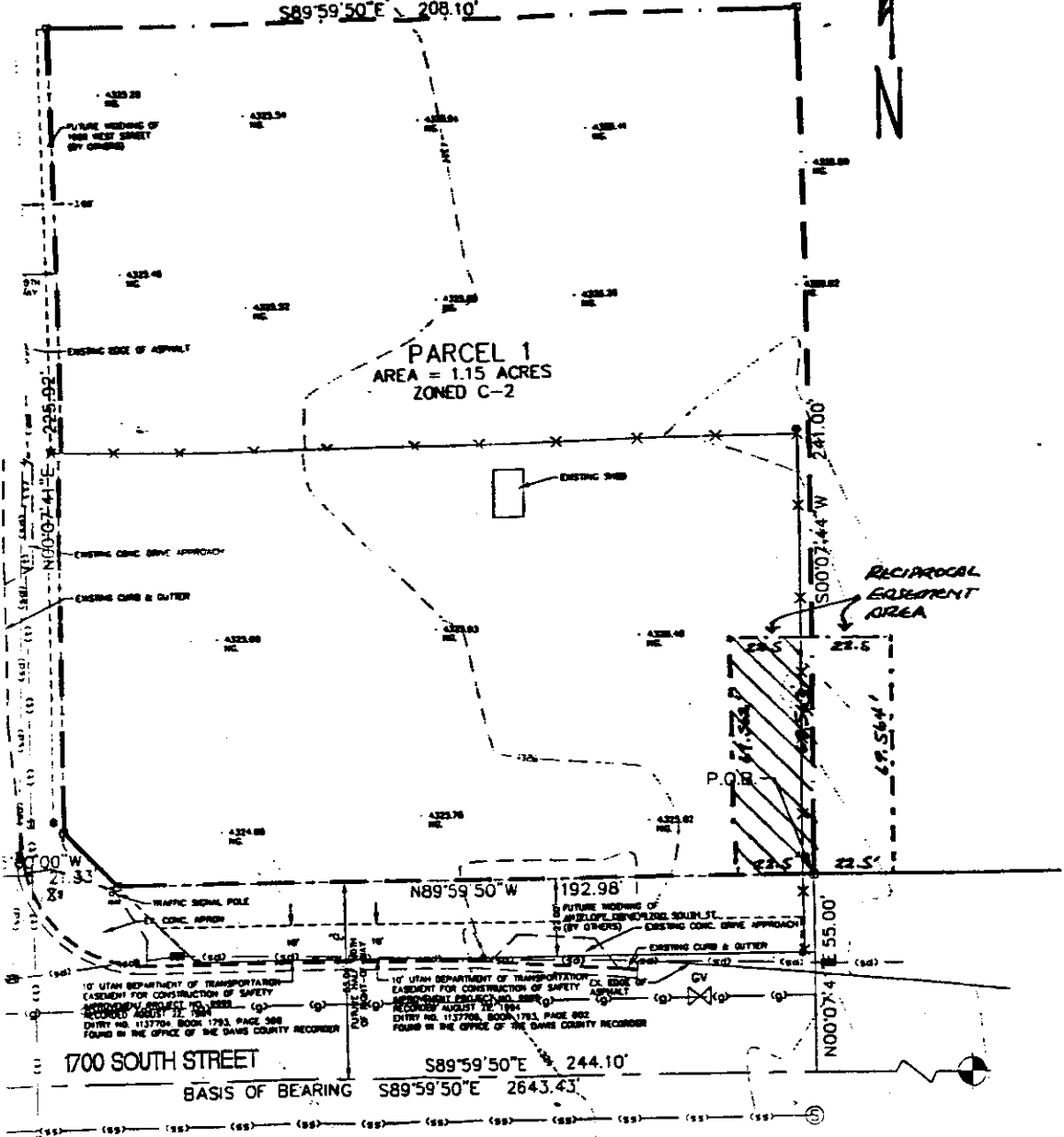
WILCOX FARMS, L.C.

S89°59'50"E 208.10'

PARCEL 1
AREA = 1.15 ACRES
ZONED C-2

RECIPROCAL
EQUIPMENT
AREA

N



10' UTAH DEPARTMENT OF TRANSPORTATION
CASEMENT FOR CONSTRUCTION OF SAFETY
APPROVAL PROJECT NO. 8828 - (S)

10' UTAH DEPARTMENT OF TRANSPORTATION
CASEMENT FOR CONSTRUCTION OF SAFETY EX. EDGE OF
APPROVAL PROJECT NO. 8828 - (S)

ENTRY NO. 1137704, BOOK 1783, PAGE 308
FOUND IN THE OFFICE OF THE DAVIS COUNTY RECORDER

ENTRY NO. 1137705, BOOK 1783, PAGE 302
FOUND IN THE OFFICE OF THE DAVIS COUNTY RECORDER

1700 SOUTH STREET

S89°59'50"E 244.10'

BASIS OF BEARING S89°59'50"E 2643.43'

N00°07'41"W 55.00'

S00°07'44"W 241.00'

N60°07'41"E 225.92'

S00°07'41"W 24.33'

(145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160)

Exhibit B
to
Grant of Reciprocal Easements

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Parcel on Wilcox Side of Access

Beginning at a point that is South 89°59'50" East 244.10 feet and North 00°07'41" East 55.000 feet from the Southwest Corner of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'50" East 22.500 feet; thence North 00°07'41" East 69.564 feet; thence West 22.500 feet; thence South 00°07'41" West 69.563 feet to the point of beginning. Contains 1565.18 square feet.

WILCOX FARMS, L.C.

S89°59'50"E 208.10'



PARCEL 1
AREA = 1.15 ACRES
ZONED C-2

RECIPROCAL
EQUIPMENT
AREA

P.O.B.

1700 SOUTH STREET

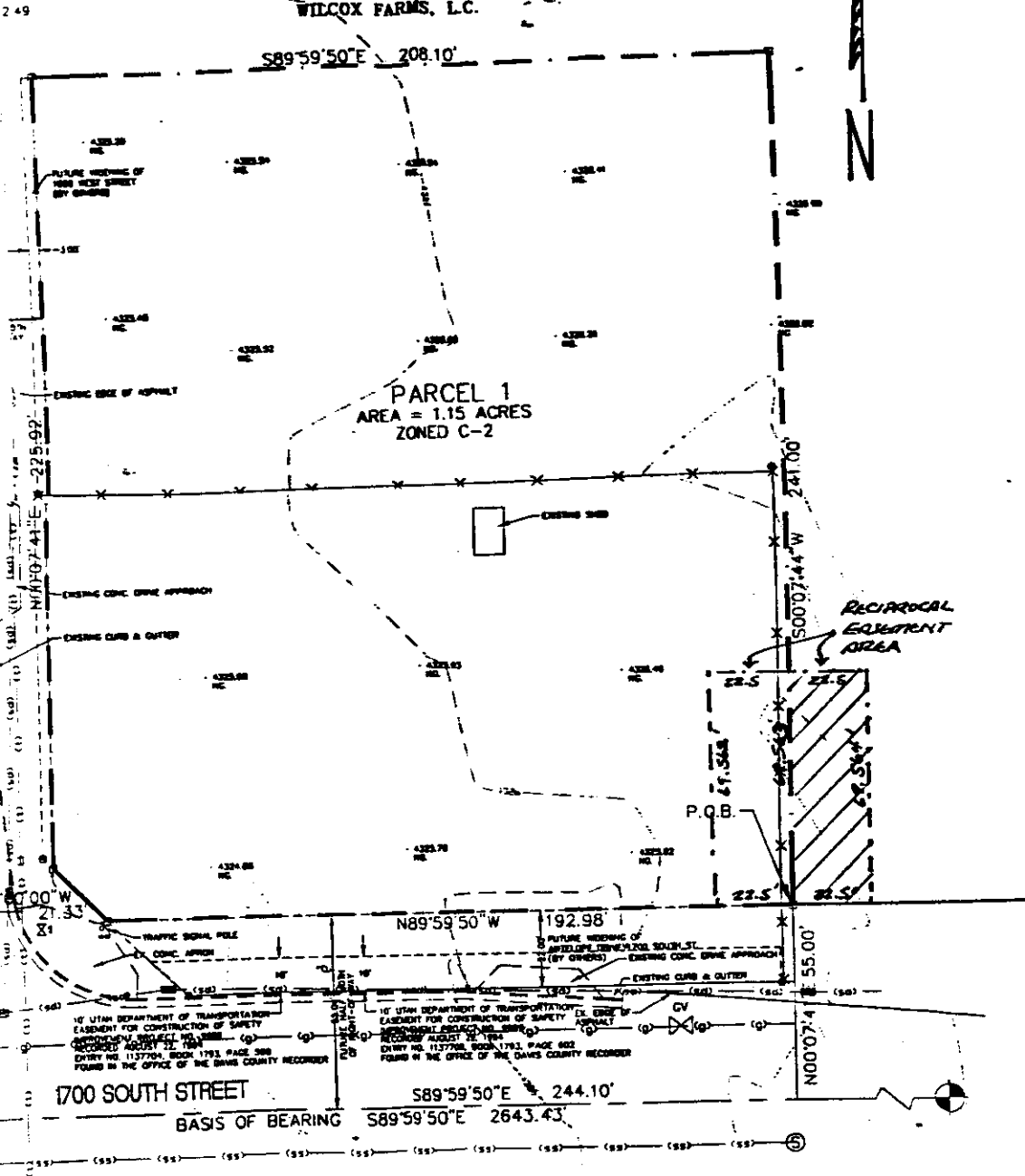
BASIS OF BEARING S89°59'50"E 2643.43'

S89°59'50"E 244.10'

N89°59'50" W 192.98'

N00°07'4" 55.00'

S00°07'44"W 241.00'



UTAH DEPARTMENT OF TRANSPORTATION
EASEMENT FOR CONSTRUCTION OF SAFETY
IMPROVEMENTS PROJECT NO. 2889
RECORDED AUGUST 22, 1994
ENTRY NO. 1137704, BOOK 1793, PAGE 388
FOUND IN THE OFFICE OF THE DAVIS COUNTY RECORDER

UTAH DEPARTMENT OF TRANSPORTATION
EASEMENT FOR CONSTRUCTION OF SAFETY
IMPROVEMENTS PROJECT NO. 2889
RECORDED AUGUST 22, 1994
ENTRY NO. 1137704, BOOK 1793, PAGE 382
FOUND IN THE OFFICE OF THE DAVIS COUNTY RECORDER