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Gary W. Ott
Recorder, Salt Lake County, UT
EQUITY TITLE
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, MAIL TO:
Bradley R. Helsten, Esq.
NELSON CHRISTENSEN & HELSTEN
68 South Main Street, Suite 600
Salt Lake City, UT 84101

**DECLARATION AND RESERVATION OF
RECIPROCAL CROSS-ACCESS EASEMENT**

THIS DECLARATION AND RESERVATION OF RECIPROCAL CROSS-ACCESS
EASEMENT ("Declaration") is made this 5th of July, 2006 by LEKS, INC., a Utah
corporation ("LEKS") of 550 South 600 East, Salt Lake, City, Utah 84102.

WHEREAS, LEKS is the owner of a certain parcel of real property located in Salt Lake
County, Utah ("Property") which has been subdivided into three (3) parcels of property described
as Parcel 1, Parcel 2 and Parcel 3 as more specifically provided on the attached Exhibits "A",
Exhibit "B" and Exhibit "C" respectively.

Whereas the LEKS has determined, in connection with the subdivision of the property,
that a perpetual easement, as more fully described on Exhibit "D" shall be established to burden
and benefit Parcel 1, Parcel 2 and Parcel 3 as more specifically described therein.

THEREFORE, LEKS, as owner of Parcel 1, Parcel 2 and Parcel 3 hereby parties declares,
covenants, grants and agrees as follows:

1. Easement. LEKS for itself, its successors and assigns and as owner of Parcel 1,
Parcel 2 and Parcel 3 hereby declares, dedicates, reserves and grants to LEKS and to its
successors and assigns an easement for ingress and egress over and across the portion of Parcel 1,
Parcel 2 and Parcel 3 (the "Easement Area"), as more specifically described on Exhibit "D". The
Easement shall burden Parcel 1, Parcel 2 and Parcel 3, and shall be for the benefit of and
appurtenant to Parcel 1, Parcel 2 and Parcel 3.

2. Purposes. The easements created hereby shall provide for general pedestrian and
motorized vehicular traffic by the parties, their invitees, guests and customers, for access, passing
and repassing through and across the paved approaches, driveways and paved surfaces of the
Easement Area for the purposes of ingress and egress to and from the benefited and burdened
properties. This Declaration shall not grant to any party any rights to park vehicles in the
Easement Area.

3. Maintenance and Improvements. Each owner of Parcel 1, Parcel 2 and Parcel 3,
party shall, at its own expense, perform such repairs, maintenance, and shall construct,
reconstruct and replace such improvements, as may be reasonably necessary to maintain the
Easement Area on its own property in a manner consistent with the nature and stated purposes of
the Easement Area as a vehicular and pedestrian access.

ACCOMMODATION RECORDING ONLY. EQUITY
TITLE INSURANCE AGENCY, INC. MAKES
NO REPRESENTATION AS TO CONDITION OF
TITLE NOR DOES IT ASSUME ANY RESPON-
SIBILITY FOR VALIDITY, SUFFICIENCY OR
EFFECTS OF DOCUMENT.

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4. Non-Exclusive. The easements granted hereby shall be non-exclusive; provided, that no party shall use or permit any use of the Easement Area on its own property which unreasonably interfere with any other party's use of the Easement Area as permitted hereunder.

5. No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Easement Area, or any portion thereof, by any party which shall prevent or impair the use or exercise of the easements granted herein, or which would impair the free access and movement, including without limitation, of pedestrians and vehicular traffic between Parcel 1, Parcel 2 and parcel 3; provided, however, reasonable traffic controls approved in advance by the other party (which approval shall not be unreasonably withheld, conditioned or delayed) as may be necessary to guide and control the orderly flow of traffic may be installed so long the Easement Areas are not closed or blocked. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Easement Areas which may occur as a result of the use of the ladders, scaffolding, storefront barricades and similar facilities, or for incidental, immaterial and temporary encroachments upon the Easement Areas which may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right.

6. Indemnity. Each party owning Parcel 1, Parcel 2 or Parcel 3 agrees to indemnify, defend and hold harmless the other parties from and against any claims, liability, damages or costs ("Claims") arising out of or relating to the use by the party, its invitees, guests or customers of the other party's portion of the Easement Area unless such Claims are the result of the negligence or intentional act or omission of such other party.

8. No Merger. The easements granted herein shall not be extinguished based on merger of the title or common ownership of Parcel 1, Parcel 2 and/or Parcel 3 unless expressly terminated by the owner(s) by recorded instrument.

9. Successors and Assigns. This Declaration shall not impair the right of any party to hereafter convey any interest in any or all of the property burdened or benefited hereby, provided that any such conveyance is subject hereto. The easements reserved and established herein shall not be conveyed or assigned separately from the benefited property to which it is appurtenant. This Declaration shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(signature page attached)

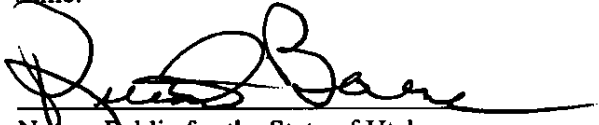
LEKS, a Utah corporation



By: Lon G. Clayton
Its: President

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

On this 5 day of July, 2006, personally appeared before me Lon G. Clayton the signer of the foregoing instrument who duly acknowledged to me that he is the President of LEKS, INC., is authorized to execute this document on behalf of LEKS, INC., and that he executed the same.



Notary Public for the State of Utah

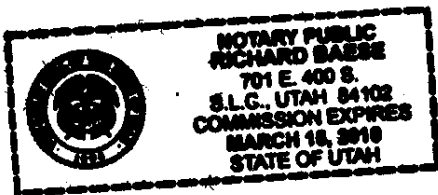


Exhibit "A"
Legal Description of Parcel 1

Beginning at a point North 00°01'50" West 223.00 feet and West 40.00 feet and South 89°53'59" West 192.41 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°01'50" East 170.00 feet; thence South 87°25'00" West 179.61 feet; thence North 02°36'57" West 154.31 feet; thence North 87°45'31" East 144.32 feet; thence North 02°33'40" West 21.32 feet; thence North 87°25'00" East 10.00 feet; thence South 84°03'25" East 33.31 feet to the point of beginning.

State of Utah, County of Salt Lake - Containing 0.665 acres.

Exhibit "B"
Legal Description of Parcel 2

Beginning at a point North 00°01'50" West 223.00 feet and West 40.00 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°53'59" West 192.41 feet; thence North 00°05'26" West 55.70 feet; thence West 49.99 feet; thence North 00°00'22" West 103.48 feet; thence North 83°05'58" East 244.17 feet; thence South 00°01'50" East 188.18 feet to the point of beginning.

State of Utah, County of Salt Lake- Containing 0.903 acres.

Exhibit "C"
Legal Description of Parcel 3

Beginning at a point North 00°01'50" West 223.00 feet and West 40.00 feet and South 89°53'59" West 192.41 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 84°03'25" West 33.31 feet; thence South 87°25'00" West 10.00 feet; thence South 02°33'40" East 21.32 feet; thence South 87°45'31" West 144.32 feet; thence South 02°36'57" East 154.31 feet; thence South 87°25'00" West 121.78 feet; thence South 89°53'59" West 158.55 feet; thence North 03°46'23" West 107.75 feet; thence North 106.57 feet; thence North 89°19'47" East 19.70 feet; thence North 00°06'01" West 58.84 feet; thence North 82°42'28" East 139.59 feet; thence North 76°20'46" East 176.39 feet; thence North 83°05'58" East 87.71 feet; thence South 00°00'22" East 103.48 feet; thence East 49.99 feet; thence South 00°05'26" East 55.70 feet to the point of beginning.

State of Utah, County of Salt Lake- Containing 0.2447 acres.

Exhibit "D"

Legal Description of Easement Parcel

Commencing at a point North 00°01'50" West 223.00 feet and West 40.00 feet and North 00°01'50" West 4.53 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°57'37" West 181.77 feet to the point of a curve of a non-tangent curve to the left of which the radius point lies South 00°24'22" West a radial distance of 17.010 feet; thence Southwesterly along the arc through a central angle of 83°39'31" a distance of 24.84 feet; thence South 00°01'54" East 89.76 feet to the point of a curve of a non-tangent curve to the left, of which the radius point lies South 87°31'32" East a radial distance of 9.61 feet; thence Southeasterly along the arc through a central angle of 72°52'50" a distance of 12.224 feet; thence South 00°01'57" East 60.75 feet; thence South 87°25'00" West 19.59 feet; thence North 02°35'32" West 39.18 feet; thence South 86°52'26" West 269.21 feet; thence South 00°10'04" West 36.68 feet; thence South 87°25'00" West 10.84 feet; thence South 89°53'59" West 19.67 feet; thence North 00°06'01" West 59.56 feet; thence North 86°52'26" East 293.09 feet; thence North 02°34'52" West 138.39 feet; thence South 89°57'34" East 226.74 feet; thence South 25.14 feet to the point of beginning.

State of Utah, County of Salt Lake